Civil/Domestic Case File

Case No. 1846-CV-0001

No. 46-CV-1

Union Common Pleas Court.

William C Phelan
Plaintiff,

AGAINST

Joshua Marshall
Defendant.

JUL TERM. 1846

Judg vs Default

Journal 3 Page 450

Record No. 4 Page 376

Ex. Doc. Page

Union Com. pleas.

William Phelan
vs.
Joshua Marshall
Survivor of James Graham

Praecipe in Covenant.

Filed Febr. 24. 1846
John Cassidy clk

Cost bill made

Recorded Vol. 4
pp 576. 577. & 578

Copied.

Allison & Curry
Attornies.

„32

William Phelan
vs.
Joshua Marshall
Survivor of James Graham

In Covenant
Damages $200,00

Issue a summons, returnable at next Term. Endorse on the writ. "Suit brought upon a covenant of lease or indenture, under seal, executed on the 1st day of January A. D. 1840, between the plaintiff on the one part and said Joshua Marshall and one James Graham (now deceased) on the other part, wherein the said last-mentioned party stipulated to pay to the said William Phelan Eighty Dollars, rent for certain premises in said indenture specified, in payments of Ten Dollars each, to be made at the expiration of every three months, during a period of two years from and after the date of said indenture. — Also, for goods sold and delivered — Money had and received, &c." — Damages claimed as due, $200,00.

Allison & Curry
Attys. for Plff.

To the Clerk of
Union Common Pleas

Dated Feb. 24th. 1846

Lease
Wm Phelan
to
J. Marshall

Scott & Gallagher, Printers, LEASE. Columbus, Ohio.

ARTICLES OF AGREEMENT, concluded this first day of January A. D. one thousand eight hundred and ~~thirty~~ forty between William Phelan of the first part, and Joshua Marshall & Jas. Graham of the second part,

WITNESS, That the said William Phelan hereby leases to the said Joshua Marshall & Jas. Graham the following described property, to wit: the tract of Land by said William Phelan owned Lying on the Scioto River above the National Bridge excepting one Acre to be taken of the North west Corner said Phelan also reserves the Privilege of the Streets being opened & Laid out thro said Premises if it should be wanted or if they should be sold and the Purchaser should lease said Premises the Lease to be given up ~~now in the tenure of~~ for the term of two years commencing the first day of January eighteen hundred and ~~thirty~~ forty at which time the said William Phelan is to give the said Joshua Marshall full and quiet possession thereof. And in consideration of which, the said Joshua Marshall & Jas. Graham on ~~his~~ their part, is to pay to the said William Phelan the sum of Eighty dollars, in manner following, to wit: Ten dollars at the expiration of each & every three Months during the Term aforesaid

and to leave the premises at the expiration of this lease in as good repair as they may be at the time of taking possession, reasonable wear and decay and unavoidable accidents and casualties excepted.

In witness whereof, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

EXECUTED IN PRESENCE OF

Chas. Scott

Thos. Wood agent for William Phelan L.S.

L.S.

Joshua Marshall Seal

James Graham Seal

one years Rent due $40.00
Interest to July 1st 43 4.50
$ 44.50

sum of money, to wit, the sum of eight dollars the rent aforesaid with its interest, for the eight quarters of the said term ending on the day and year last aforesaid, became and was due and owing from the defendant and the said James Graham to the plaintiff, and still is in arrear and unpaid to the plaintiff, to wit, at the County of Franklin, to wit, at the County of Union aforesaid, contrary to the said covenant of the defendant and the said James Graham, To the plaintiff's damage of two hundred dollars and therefore he brings his suit, &c

By Allison & Curry — His Attys.

In Union Com. Pleas

Mr. O'Shelan

vs

Joshua Marshall

Narr

Filed May 27. 1846.

John Carnil Clk

Allison & Curry

50

The State of Ohio } Court of Common Pleas, of the
Union County SS } Union County: Of the Term
of April A.D. 1846.

William Phelan complains of Joshua Marshall in a plea of Covenant, For that whereas, heretofore, to wit on the first day of January A.D. 1840, at Franklin County, Ohio to wit, at the County of Union aforesaid, and in the life time of One James Graham since deceased, the defendant and the said James Graham, by a certain indenture then and there made, between the plaintiff (by one Thomas Wood his agent for that purpose then and there duly authorized), of the one part, and the defendant and the said James Graham of the other part, which said indenture, sealed with the seals of the defendant and the said James Graham, the plaintiff now brings here into Court, the plaintiff did lease unto the defendant and the said James Graham, certain lands and premises, situate in the County of Franklin aforesaid, (reserving to the plaintiff certain privileges in said indenture specified) to have and to hold the same unto the defendant and the said James Graham, from the 1st day of January A.D. 1840 inclusive, to the full end and term of two years thence next ensuing, and fully to be complete and ended, yielding and paying therefore for the said term, to the plaintiff, the clear rent or sum of Eighty dollars in manner following, to wit; ten dollars at the expiration of each and every three months during the term aforesaid, And the said defendant and the said James Graham did thereby covenant, promise, and agree, to and with the plaintiff, to pay or cause to be paid to the plaintiff, the said rent or sum of Eighty dollars at and upon the several times whereon the same was so made payable as aforesaid, in payments of ten dollars each as aforesaid. – By virtue of which said lease, the defendant afterwards to wit, on the said 1st day of January A.D. 1840 entered into the said demised premises, and was possessed thereof for the said term. Nevertheless the plaintiff in fact saith, that after the making of the said indenture, and during the said term, and before the commencement of this suit, to wit, on the 31st day of December A.D. 1841, a large

Joshua MacNeall
Asa Dean
Wm Phelan

Filed July 29th 1846
John Capsil, Clerk

By P.R.C.

Joshua Marshall
ads
William Phelan } In covenant

And the said Joshua Marshall comes and defends &c and says that the said indenture is not his deed and of this he puts himself upon the country &c And the said William Phelan do the the like — P. Reed Atty for Deft

— The Pltff will take notice that the defendant on the trial of this case will ~~indeb~~ give in evidence and insist that the plaintiff was and still is indebted to Deft ~~for~~ ~~two~~ two hundred dollars for the price and value of goods sold by the deft to pltff at his request, and also in the sum of three hundred dollars for work and labor before that time done by Deft for Pltff at his request and also in the sum of two hundred dollars for money before that time paid by the defendant to plaintiff as evidenced by written receipts from Thomas Woods agent for Pltff. also for the sum of two hundred dollars for an amount found due from Pltff on account stated between them — P. Reed Atty for Deft.

Suit brot upon a Covenant of lease or indenture, under seal, executed on the 1st day of January AD 1840, between the Plaintiff on the one Part and the said Joshua Marshall and one James Graham, now deceased on the other part where in the last mentioned Party stipulated to pay to said W Phelan eighty dollars rent for certain premises in said indenture specified in payments of Ten dollars each to be made at the expiration of every 3 Months during a period of Two years from and after the date of said indenture also for goods sold and delivered money had and received &c Damages claimed as due $200.00 Allison & Curry attys for Plff

Union Court Pleas

Wm Phelan

vs

Joshua Marshall

Service - - - Dec 3

Mileage - - - 5

Copy - - - 1 0

5 0

Wm McPherrin Sheriff

Filed March 10th 1846

John Cadwell Clerk

Served this writ March 2nd 1846 by Copy of this writ to the defendant —

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon Joshua Marshal, Survivor of James Graham

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 Wm Phelan

in a plea of Covenant, damages 200, dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 25 day of Feb — A. D. 1816

John Cassil CLERK.

Civil/Domestic Case File
Case No. 1846-CV-0002

No. 46-CV-2

Union Common Pleas Court.

Wm Gibson et al
Plaintiff,

AGAINST

Wm E Brown
Defendant.

OCT 1847

Judg vs Pltf

Journal 4 Page 71

Record No. 5 Page 171

Ex. Doc. 1 Page 483

Union Common Pleas.

Thomas F. Woods, &
William L. Gibson
vs.
William E. Brown et als.

Praecipe in Debt.

Filed Febr. 24. 1846.
John Cassil Clk

Copied

Allison & Curry
Attorneys.

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Thomas F. Woods, &
William L. Gibson
vs.
William E. Brown
Cornelius Morehon
Alphens Haskins
John Rudisill
Munson H. Michael, &
Matthias Collins

In Debt.

Debt, $100,00
Damages $100,00

Issue a summons returnable at next Term. Endorse on the writ "Suit brought on a Replevin Bond executed by Defendants to plaintiffs, for the penal sum of One Hundred Dollars, conditioned according to law, and dated July 1st A. D. 1842. — Also for goods sold & delivered — Money had and received, &c. — Debt $100,00 — Damages $100,00."

Allison & Curry
Atty's for Plff's.

To the Clerk of
Union Common pleas

Dated February 24th 1846.

Suit brot on a Replevin Bond executed by Defend
ants to Plaintiffs for the penal sum of One hun
dred dollars. Conditioned according to law and
dated July 1. AD 1842. also for goods sold and deliv
ered, Money had, and received &c. — Debt. $100.00
Damages $100.00.

Allison & Curry Attys
for Plffs.

Union Court Pleas
J. J. Wood & Wm S. Gibson
v
Wm E. Brown Ind

Service —	$1.15
Copies	1.00
Mileage —	25
	$2,30

Wm M Robinson
Sheriff

Filed March 19th 1846
John Cabiel, Clerk

Served on M. H. Michael by copy March 2nd 1840 - & on M Collins by copy March 3rd 1846. & on G. Rudisill by copy March 10-1846 & upon E Brown by copy March 10th 1846 & on Corneline Merryton by copy March 18, 1846

Wm M Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon Wm E. Brown Cornelius Mershon Alpheus Hoskins, John Rudisill, Munson H. Michael, Matthias Collins

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto Thomas J Woods & Wm L. Gibson,

in a plea of Debt $100.00 damages $100.00 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 25 day of Febr A. D. 1815.

John Cassil, CLERK.

Wood dal
vs.
Brown dal

Pauper & Oyer -

Union Com. Pleas May 7. 1847

Thomas H. Wood & al
vs
Wm E. Brown & al

} Debt on Bond.

The defendants in this case
pray Oyer of the bond set forth in the
declaration in this case.

P. B. Coles Defts. atty.

Union Common Pleas

Thomas F. Woods &
William L. Gibson
vs
Wm C. Brown et als

Filed May 7th 1847
John Capwil, Clerk

Com. Pleas May Term 1847.

Union County. ss.

And the said William E. Brown, Cornelius Mershon, John Rudisill, Munson R. Michael Mathias Collins, by P. B. Coles their attorney come and as to the first count in the declaration say that the supposed writing obligatory therein mentioned is not their deed. and as to the second count therein stated say that they do now owe the Plaintiffs in manner as therein stated. and of this they put themselves upon the country.

P. B. Coles atty for Deft.

Union County. ss. William E. Brown one of the defendants above named, being duly sworn in open Court upon his oath says that the above plea is true in substance and in fact. and further says not.

Wm E Brown

Subscribed & sworn to in open Court this 7th day of May A.D. 1847.

John Cassilly, Clk

Wm L Brown
vs
J. F. Woods &
W L Gibson

Bond

40,08
61
4008
4048
4448

Recorded

Know all men by these presents that we Wm E Brown & Mershon A Hoskins C. Rudisell W H Michael M Collins are held and firmly bound unto Thos F Woods & Wm L Gibson in the penal sum of One hundred dollars Lawful money of the United States to the payment of which well & truly to be made we bind ourselves our heirs Executors firmly by these presents sealed with our seals and dated this 1st day of July AD. 1852

The Condition of this obligation is this whereas the above named Wm E Brown sued out of the Clerks office of the Court of Common Pleas of Mion County his writ of Replevin for 25 Glass Jars & Blue Inks 1 Stoter Bitters Powder & Can Bings & Bore &c &c &c (See Appraisement Return Marked A herewith filed) And which said writ is Returnable to next term of said Court of Common pleas Now if the said Brown shall appear at the next term of said Court and prosecute his suit to effect and pay all Costs and damages that may be awarded against him. then this obligation shall be void otherwise in full force

Wm E Brown (Seal)
Cornelius Mershon (Seal)
Alfred Hoskins (Seal)
John Rudisill (Seal)
W. H. Michael (Seal)
~~Cornelius Mershon~~ (Seal)
Matthias Collins (Seal)

Filed Oct 1st 1847
John Cassil Clk

Wm E Beaver et al.
vs
W L Gibson & J F Woods

issue a subpoena for ~~[illegible]~~
C Steiner witness for Deft. on first day Term
J. John Cornell Clk P. P. B. Cole Atty
Oct. 1 1847 for Deft.

Filed July 25 1827
John Cassil clk

Wm C Brown et al
vs
Wood & Gibson } In debt

Issue a Subpoena for Christian Shiner to testify in this Cause on behalf of Defts

July 28 1847

P. B. Cooke Atty for Defts

To John Quill Clerk

Union Com Pleas

W S Gibson & J J Woods
vs
William E Brown et al
Sub for wit —

Filed Oct 2d 1847
John Carrel Clk

Served this writ personally upon the within named William E Brown Oct 2. 1847
Fees mileage 5
Service 12½ = 17½
Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Christian Stuver

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 W^m E Brown et als *in a certain matter in controversy in said court depending, wherein* W^m L Gibson & S F Woods *is plaintiff, and* W E Brown et als — *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* 1st *day of* October *A. D.* 1847

John Cassil CLERK.

Filed July 17, 1846
John Cassil Clk

Thomas J. Woods &
Wm L. Gibson

vs

Wm E. Brown and
Hopkins.

In Union Com Pleas

The Clerk will issue
a summons to Deft herein
to Sheriff of Union Co - returnable
next term.

July 17th 1846

Allison & Cunningham,
for Plff

To John Cassil Clerk

Union Com Pleas

Thos F Woods & W L Kitchen
vs
W C Brown et als

Sub for witns

Filed July 30th 1847
John Cassil Clk

Served this writ personally upon the within named witness July 30. 1847
Fees—mileage 1 mile 5
Service 12½
Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Christian Stiner

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, on the ~~first~~ second *day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of* W. E. Brown et als *in a certain controversy in said court depending, wherein* Thos F Woods & Wm L Gibson *is plaintiff, and* W E Brown et als *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* 28th *day of* July A. D. 184 7

John Cassil CLERK.

Union Common Pleas

Thomas F. Woods, &
Wm L. Gibson
vs.
Wm E. Brown et als.

Nar. in Debt

Filed Nov. 26th 1846
- John Cassil, Clerk

Cost bill made
Record

Recorded
OCT 1847

Allison & Curry
Attys for Plff

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

Thomas F. Woods and William L. Gibson Complain of William E. Brown, Cornelius, Alexander, John Rudisill, Alexander, Michael and Matthias Collins in a plea of Debt (the Sheriff of Union County having returned "Not found" as to Defendant Alexander Kinsel who was named in the Summons and out of this County) for that whereas the said Defendants heretofore, to wit on the first day of July A.D. 1842 at the County of Union in the State of Ohio, by their certain writing obligatory sealed with their seals and now to the Court here shown, acknowledged themselves to be held and firmly bound to the plaintiffs in the sum of One Hundred Dollars, to be paid to the plaintiffs, which said writing obligatory was and is subject to a certain condition thereunder written, whereby after reciting to the effect following that whereas the said William E. Brown sued out of the ~~Clerk's Office~~ Court of Common Pleas of Union County and State of Ohio, a writ of Replevin ~~against the said~~ for Twenty five glass bars, eight shelves, one stove pipe, powder and can, rings and box &c. &c. &c. (See appraisement return marked "A." and therewith filed) and which said writ was returnable to the then next Term of said Court of Common Pleas; it was provided in and by the said condition that if the said Brown should appear at the then next Term of said Court and prosecute his said suit to effect and pay all costs and damages which should be awarded against him then said obligation to be void, otherwise in full force, as by the said condition to the Court here shown, and by the said appraisement to the Court also here now shown, will ~~[illegible]~~ fully appear; and the plaintiffs aver that such proceedings were afterwards had in said action of Replevin that they afterwards, to wit, at the July Term A. D. 1843 of said Court of Common Pleas in and for said County, by the consideration and judgment of said Court in said action recovered against the said William E. Brown in said Court a large amount to wit Forty Two Dollars and fifty Cents for their damages, and Fifteen Dollars and ~~twenty~~ seven Cents their costs then and there awarded by the said Court against the said William E. Brown in the premises, as by the record and proceedings of said Court, remaining in said Court, will more fully appear; and the plaintiffs further avers that afterwards, to wit, on the 31st day of July 1843 at said County

a lawful writ of execution was duly issued from said Court upon said judgment, and was on the same day delivered to the Sheriff of said Union County, who proceeded duly to levy the same upon certain property of the said William E Brown and for a particular description of said property so levied on as aforesaid reference is hereby made to the return of said Sheriff upon said writ of execution now to the Court here shown; and said Sheriff afterwards lawfully returned said writ to said Court, showing by his return thereon (and now to the Court here shown) that a part of said property so levied on as aforesaid had then by him lawfully sold by virtue of said writ, and that the residue thereof remained unsold; and the plaintiffs further aver that on the 22d day of January A.D. 1844 at said County, a writ of venditioni exponas with a clause, directing a further levy, &c. was lawfully issued from said Court upon said judgment and delivered to said Sheriff, who afterwards to wit on the 22d day of March 1844 lawfully returned the same, and said as follows "Sold the property for sale March 22d 1844, having previously advertised the same according to law; No sales for want of bidders No more property found whereon to levy. W. W. Stule Sheriff." And the plaintiffs further aver that, the proceedings were afterwards had in said Case that by virtue of a writ of ~~[illegible]~~ alias venditioni exponas and a writ of plurias venditioni exponas lawfully issued from said Court upon said judgment the Sheriff of said County lawfully sold the whole of the residue of said property shown by said endorsement of said first-recited writ to have been levied on and to remain unsold at the time of the said return of said first-recited writ; And the plaintiffs further aver that the proceeds of the sales of said personal property so levied on and sold as aforesaid under said judgment were not sufficient to satisfy the same, but that the chief part of the same remains yet unsatisfied, and that the return aforesaid of said venditioni exponas shows that no other property of said William E. Brown can be found whereon to levy to satisfy said judgment; And the plaintiffs further avers that a large amount of costs of increase to wit, fourteen Dollars and sixteen Cents have accrued and been awarded upon said judgment, and said Defendants have not, nor hath either of them paid the said costs and damages aforesaid, awarded against the said William E. Brown, or any part of either of them;

And whereas also the Defendants on the first day of October 1845 at Union County aforesaid, were indebted to the plaintiffs in One Hundred Dollars for the price and value of goods then and there sold by the plaintiffs to the Defendants at their request;

And in One Hundred Dollars ~~[illegible]~~ for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request;

And in One Hundred Dollars for Money then and there had and received by the defendants for the use of the plaintiffs.

Which said last mentioned several moneys were to be respectively paid by the defendants to the plaintiffs on request, yet the defendants have not nor hath either of them paid any of the said last mentioned moneys or any part thereof; to the Damage of the plaintiffs of One Hundred Dollars and therefore they bring their suit, &c.

By Allison & Curry
their Attorneys

Suit brought on a Replevin Bond executed by Defendants to Plaintiff's for the penal sum of One hundred dollars Conditioned according to law, and dated July 1st AD 1842. — also for goods sold & delivered, money had and received &c. Debt $100.00 Dam $100.

Allison & Curry attys for Pltffs

Union Court Pleas
Brown & Gibson
—
A Hendrickson et al

Service — $0.35
Mileage — 5/30
Wm McRobinson
Sheriff

Filed July 27. 1846
John Baird Clk

Received this writ July 20th 1846 the defendant not found within the County — Wm McRobinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon Alphens Hoskins

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto Thomas F Woods & W. L. Gibson

in a plea of Debt $100.00 damages $100.00 dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 17 day of July A. D. 1846.

John Cassil

Clerk.

Ex Docket Page 453

T. F. Woods & W. S. Gibbons
vs
William C. Brown et al

Costs $13.55
Writ .41

Filed April 25, 1848
John Cassil Clk

Recorded

Rec'd this writ March 13, 1848
By order of John Cassil proceedings stayed
Fees — Mileage 5
Service 35
Philip Briggs 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* 7th *day of* October *A.D.,* 1847.

William E Brown et al

recovered against Thomas F Woods & William L Gibson,

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

~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages as also the sum of~~

$ 13.55 *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* Thomas F Woods & William L Gibson,

you cause to be made the ~~debt, damages and~~ *costs aforesaid, with interest thereon from the* 7th *day of* October *A.D.,* 1847, *until paid; also the sum of* $ *the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said* William E Brown 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* 13th *day of* March *A.D.,* 1848.

John Cassil *Clerk.*

Filed March 13 1848
John Caisie Clk

Johnson & Woods
vs
Wm Brown et al

Issue an Execution in this case for the Costs against the Pltffs

January 31. 1848

John Cuel
Clerk

F B Cole
Atty for Deftts

Civil/Domestic Case File

Case No. 1846-CV-0003

No. 46-CV-3

Union Common Pleas Court.

Alexander Fullerton Plaintiff,

AGAINST

W W Woods, Defendant.

JUL TERM, 1843

Judgment Defendant,

Journal B Page 430

Record No. 4 Page 563

Ex. Doc. 1 Page 415

In Union Com Pleas

Alexander Fullerton Jr.

vs

William W. Woods

Praecipe in Assumpsit

Filed March 7. 1846
John Carnil Clk

Cost Bill made

C..9.

Allison & Curry
Attys

C..25

Alexander Fullerton Jr.
vs
William W. Woods

In Assumpsit — Damages $250.00

Issue a summons returnable at the next term. Indorse on the writ. "Suit brought on a note of hand, made by defendant to plaintiff, or order, for one hundred and forty dollars 10/100, payable six months after the date thereof, and dated at Philadelphia, June 4 — 1840. &c. Also, for goods sold and delivered, money had and received, &c. Damages claimed as due $250.00

To the Clerk of Inferior Common Pleas
March 7th 1846

Allison & Curry Attys
for Pltff

Suit brot on a note of hand made by Defendant to Plaintiff or order, for One hundred Forty dollars $\frac{10}{100}$ payable six months after ~~date~~ the date thereof, and dated at Philadelphia June 4. 1840. &c. Wts. for goods sold and delivered, money had and received &c. damages claimed as due $250.

Allison & Curry attys
for Pltffs

Union Cont Pleas

Alexander Jeffers

vs

W. W. Woods.

Service —	$0 35
Mileage —	5
Copy — — —	$\frac{10}{50}$

Filed March 9. 1846
John Cassidy

C 15

March 9th A D 1846 - Served by Certified Copy of this writ — Wm M Robinson Sheriff

State of Ohio Union County ss.

To the Sheriff of said County Greeting

We Command you to summon William W. Woods 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 Alexander Fullerton Jr. in a plea of assumpsit Damages $250. – And have you then there this writ –

Witness John Cassil, Clerk of said Court at the Court House aforesaid this 7th day of March AD 1846.

John Cassil Clerk.

In Union Com Pleas

Alexander Fullerton Pltf

vs

Wm. W. Woods

Nam

Filed May 27, 1846
Jno Carrill Clk

Recorded Vol. 4. pp 553

Allison & Curry

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

Alexander Fullerton Pr. complains of William W. Woods, in a plea of assumpsit. For ~~that~~, whereas, the defendant on the fourth day of June A.D. 1840. at Philadelphia in the State of Pennsylvania, to wit, at the county of Union and State of Ohio.- ~~the defendant~~ made his promissory note in writing, and delivered the same to the plaintiff: and thereby then and there promised to pay to the plaintiff or order, one hundred and forty dollars $\frac{10}{100}$ - six months after the date thereof, which period hath now elapsed.

And, whereas, also, the defendant on the first day of March A.D. 1846. at the County of Union aforesaid was indebted to the plaintiff in the sum of two hundred and fifty dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request.

And in two hundred and fifty dollars, for money then and there had and received by the defendant for the use of the plaintiff.

And the defendant afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several monies herein last above mentioned, on request; yet the defendant hath disregarded all his aforesaid promises, and hath not paid any of the said monies, or any part thereof. To the damage of the plaintiff of two hundred and fifty dollars; and therefore he brings his suit, &c

By Allison & Curry, His Attys

Ex Doc. page 415

Alexander Fullerton jr
vs
W. W. Woods

Dam.	$191.82
Costs	4.48
Writ	.41

Service - - - -	$0.35
Mileage - - - -	.5
	40

Wm M Robinson
Sheriff

Filed October 14. 1846
John Cupil Clerk

Recorded

Received this writ Sept 8th 1846
Returned Oct 12th 1846 - No Goods and Chattels Found
and Garnishees found whereon to Serve -
Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of July A. D. 1846.

Alexander Fullerton jr.

recovered against William W. Woods

as well as the sum of one thousand & ninety one dollars and eighty two cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $4,48 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Wm W. Woods

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 Fullerton

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 8th day of September A. D. 184 .

John Cassil *Clerk*

Ex Doc Page 415

Alexander Hutchinson

Vs

William W. Woods

Damage $191.82
Costs 14.48
Mileage .81
Writ .41

Filed May 14th 1847
John Oglesbee, Clerk

Recorded

Received this writ May 14th 1847. Same day levied in conjunction with another execution in favor of Charles S. Thatcher upon the undivided interest of William W. Woods in the Stock of goods now in the Store Room of McWatson & co. in the Town of Marysville. Union County. No other property found whereon to levy. This writ returned without sale by order of plaintiff

May 14th 1847

Fees – levy 35
Service 35
mileage 5

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, *at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the* 28th *day of* July *A.D.,* 184b.

Alexander Fullerton Jr

recovered against William W. Woods

as well as the sum of One hundred & ninety one *dollars and* Eighty *cents for* his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents for~~ *damages as also the sum of* $4.48 *for* his *cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said* William W. Woods

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 28th *day of* July *A.D.,* 184b, *until paid; also the sum of* $0-81 *the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said* Fullerton

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* 14th *day of* May *A.D.,* 1847. John Cassil *Clerk.*

Filed May 14 1867
John Cassidy Clk

Alexander Fullerton
vs
Wm W Woods

Judgment in Union Com Pleas.
July Term 1846

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

To John Cassil. Clerk.
May 14th 1847

Allison & Cummins
Attys for Plff

Civil/Domestic Case File
Case No. 1846-CV-0004

No. 46-CW-4

Union Common Pleas Court.

James McElroy
Plaintiff,

AGAINST

Samuel Maxwell,
Defendant.

AUG TERM. 1847

Not Indexed,

No Record.

Journal 4 Page 31

Record No. Page

Ex. Doc. Page

Union Com. Pleas

James McElroy

v

Saml. Maxwell

Transcript

Filed March 11 1846

John Cassel Clk

Copied

32

James McThray
vs
Samuel Maxwell

Action of Trover for detaining a Windmill

Damage	$5.00
Sum	12½
Sub Plaintiffs	26½
Sub Defendants	16½
Judg	25
Bail	25
Const on Sum	20
Witness fees	2.50
on Sub	25
on Sub	65
Transcript	31¼

Feb 14th 1846 Summons issued Returnable the 21st inst. at 1 Oclock P.M. Returned endorsed Served on the 14th of Feb 1846 by reading to the within named Defendant fees 20 cts. William Gladhill Const

Feb 18th 1846 Subpoena issued by order of Plaintiff for Wm Gladhill Joseph Gladhill Saml Blair Zachariah McThray and James Dirkey also by Defendant for Joshua Judy & Thomas Hard Served on Hard by Defendant on Joshua Judy by Const Hall fee 25 Plaintiffs subpoena Delivered to Const Gladhill Returned endorsed Served on all but Joseph Gladhill by reading Feb 18th 1846 fees 65 cts to Asa Clark and Geo Hall Wm Gladhill Const

Called witnesses Feb 21st 1846 Parties appeared and redy for trial and after hearing the proofs and aligations of the parties it is the opinon of the court that the plantiff recoves of Defendant five Dollars damage therefore Judgment is rendered against Defendant for the sum of five Dollars and cost taxed at five Dollars 50½ In the action of James McThray against Samuel Maxwell I Thomas Clark acknowledge myself bail for the appelant in the sum of fifty Dollars to be levied on my goods Chattels lands and tenaments in case the appelant shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued and may accrue in the court of Commons Please Thomas Clark

Taken signed and acknowledged on the 27th day of February 1846 before me David Danforth J.P.

I do hereby certify the above to be a true transcript of my proceedings in the above case this 11th day of March 1846

David Danforth J.P.

James McElroy
vs
Samuel. Maxwell

prearpea

James McElroy
vs
Samuel Motwell

Trover Damages $10.00

Mr. Clerk.
Issue a subpoena for George Hall. Asa Clark. Zachariah McElroy.

Witnesses for the Plaintiff

J. C. Dwight Att for Plaintiff

Ohio Common
Pleas

M. C. Eby.
vs
Samuel Motwell

Trover damages $100

Filed Oct. 29th 1846
John Cassil, Clerk

Cost bill made
no record

Atty for Plaff

State of Ohio } Union Common Pleas of
Union County } Term of April in the year of Eighteen
hundred and forty six

This case comes into Court by way of an appeal from the Docket of a Justice of the Peace of Liberty Township Union County Ohio and thereupon James McElroy complains of Samuel Maxwell in a Plea of Trover for that whereas the said James McElroy on the eighteenth day of February eighteen hundred and forty six was lawfully possessed as of his own property of certain goods and chattels to wit one Winnowmill of great value to wit of the value of ten dollars and being so possessed the said James McElroy afterwards on the same day lost the same and the same came into the possession of the said Samuel Maxwell by finding yet the said Samuel Maxwell though he well knew the same to belong to the said James McElroy yet intending to injure and defraud him thereof refused to deliver the same to the said James McElroy though thereto requested but afterwards on the same day converted the same to the use of the said Samuel Maxwell to the damage of the said James McElroy ten dollars and thereupon he sues by J. C. Dandy his Atty

Pre. for Wit

J. McLeroy
vs
S. Maxwell

James McElroy
vs
Samuel Maxwell

In Common Pleas
May Term 1847

To the Clerk of the Court, will issue a Subpoena for Henry Hall, Zachariah McElroy, ~~Jacob~~ Asa Clark; as witnesses for the Plaintiff

J. L. Doughty Atty for Plaintiff

James Mc Troy
vs
Saml. Maxwell

Filed April
15. 1846
John Carrit
Clk

Feb 21st 1846 Judgment rendered in this for $5.00
D. Dougherty J.P.

James M'Ilroy
vs
Samuel Maxwell } Trover

Suit brot. by reason of the defendant converting to his own use One windmill, the property of Plaintiff to the damage of the said James M'Ilroy Ten dollars.

Feby 1846

McIlroy
vs
Maxwell

Pre. for Wit.

James McGlory
vs
Samuel Maxwell

In Union Com Pleas

Clerk will issue
Subpoena to Thomas Herd witness
for Deft —
To John Cassil Clerk

April 24th 1867
Allison & Connor
Attys for Deft

April 29, 1847 Served this writ upon
Jacnara McElroy & Asa Clark by reading
and upon George Hall by leaving a true
Copy at his place of residence
Fees service 37½
Copy 10
mileage 55 = 102½

Philip Shrider Sheriff

union Common Pleas

Jas. McElroy
vs
Samuel Maxwell
Sub. Deft. Writ

Filed April 29 1847
John Cassil Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon George Hall, Zacharia McElroy & Asa Clark

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 second *day of next term, at* nine *o'clock A. M., to testify and the truth to speak on behalf of* James McElroy *in a certain matter in controversy in said court depending, wherein* James McElroy *is plaintiff, and* Samuel Maxwell *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* 24th *day of* April *A. D.* 1847

John Cassil CLERK.

April 27, 1847 served this writ by leaving a true copy at the residence of Thomas Herd

Fees- Service 12½

copy 10

mileage 50 = 72½ Philip Snider Sheriff

Union Cou. Ills

James Mattery

vs

Adonis Harness

Ack. for Adj. Mt

State Ills
John Lewis Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Thomas Herd

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, on the ~~first~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Samuel Maxwell *in a certain controversy in said court depending, wherein* James McElroy *is plaintiff, and* Samuel Maxwell *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* 24th *day of* April *A. D.* 1847

John Cassil CLERK.

Maxwell
vs
McIlroy } trueswords

Samuel Maxwell
vs
James Mc Ilroy
Debt $19,50
Summons 12½
Subp 12½
continuance 10
const fees 25
Subps 36¼
Const fees 1,10
witnesses fees 2,50
Swearing wit 16
Judgment 25

In ~~Suit~~ January 17th 1846
Suit brought on account of nineteen dollars and fifty cents as per bill of Particulars filed, Summons Issued to const Hall Jan. 14th 1846 for appearance the 17th Inst. at 2 o'clock P.M. also by order of Plaintiff Subps Issued for Asa Clark, Summons in in due time indorsed served on the Defendant by reading on the 14th of January 1846 between ~~one~~ one and two o'clock, fees 25 cts Geo. Hall const Subp also returned and witness attended January 17th 1846. cause continued until the 24th Inst at 2 o'clock P.M. by application of Defendant by order of Defendant Subpoenas Issued for Isaac B. Dillon George Hall Z. Mc Ilroy Jno Mc Ilroy Asa Clark and Andrew Newland, which were returned indorsed served on the within named witnesses Isaac B Dillon not found George Hall and Andrew Newland demanded their fees fees $1,10½ January 24th 1846 William Gladhill const The Parties Present and ready for trial, whereupon the following witnesses were sworn and examined to wit Asa Clark Andrew Newland Z Mc Ilroy and John Mc Ilroy: when Judgment was suspended until wednesday the 28th Inst. in the evening, Wednesday evening Jan. 28th 1846, after mature reflection, It is considered by me that the Defendant obtain a judgment for the sum of eighteen Dollars and seventeen and a half cents debt and and costs of Suit taxed at four Dollars and ninety seven and a half cents, I do hereby certify the above to be a correct transcript from my Docket of the proceedings had by and before me in the above named case

July 27th 1846 Joshua Jeffry J.P.

L1

Civil/Domestic Case File

Case No. 1846-CV-0005

No. 46-CW-5

Union Common Pleas Court.

Charles F. Deming
Plaintiff,

AGAINST

James M. Snodgrass
Defendant.

JUL TERM, 1846

Judg vs Defendant,

Journal 3 Page 462

Record No. 4 Page 678

Ex. Doc. 1 Page 692

In Union Com Pleas

Chas R Deming

vs

Jas M Snodgrass

Praecipe - In Assumpsit

Filed March 17. 1846
John Cassil Clk

Copied

Allison J Conry
Atty

38

Charles R Deming
vs
James M. Snodgrass

In Assumpsit. Damages $200.00

Issue a summons returnable at the next term. Indorse on the writ. "Suit brought on a Memorandum of an agreement entered into in writing and signed by the plaintiff and the said defendant. whereby the plaintiff leased to the Defendant. a certain Messuage, lands and premises. for the term of two years from the 1st of May A.D. 1839 - which was subsequently altered by the said parties to the term of one year, in consideration of which, the defendant, thereby promised ~~the d~~ to pay to the plaintiff the sum of One hundred dollars. per year, at the expiration of the year. which agreement is dated April 6th 1839 - &c. Also. For one years rent of a certain Messuage, lands and premises, ~~by this~~ demised by the plaintiff to the defendant at his request; and which said years rent is now in arrear and unpaid, - For goods sold and delivered, money had and received &c - Damages claimed as due. $200.00.

Allison & Curry Attys for Plff

To the Clerk of Union Common Pleas
March 16th 1846

Suit brot on a memorandum of Agreement entered into in writing and signed by the Plaintiff and the said defendant. whereby the Plaintiff leased to the defendant, a certain Messuage lands and premises for the term of two years from the 1st of May AD 1839. which was subsequently altered by the said parties to the term of one year, in Consideration of which the defendant thereby promised to pay to the Plaintiff the sum of One hundred dollars pr year at the expiration of the year which agreement is dated April 6. 1839. &c. Also for one years rent of a certain Messuage lands and premises demised by the Plaintiff, to the defendant at his request and which said years rent is now in arrears and unpaid & goods sold and delivered money had and received &c damages claimed as due. $200.00 Allison & Curry attys for Plff

Union Court Pleas

Chas P. Deming

vs

Daniel M. Snodgrass

Dem. 35
Writ 5
Apr 12
$ 1.75

Filed March 17. 1846
Mac Cord Clk

Served by Certified Copy.
March 17. 1846.
Wm C. Malin Dep
Sheff.

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

WE command you to summon James M. Snodgrass

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 Charles R. Fleming

in a plea of Assumpsit damages $200 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 17 day of March A. D. 1846.

John Cassil CLERK.

C. R. Deming
vs } Plea
J. M. Snodgrass

Filed July 29th 1846
John Caspil, Clerk

James R Snodgrass
vs
Charles R Demming

Union Com Pleas for July term 1846

And the said James now comes and defends &c and says that he did not assume and promise in manner and form as the said Charles hath thereof above complained against him and of this he puts himself upon the country.

By Wm C Lawrence his atty

The Court will take notice that the defendant will insist and give in evidence that the plaintiff at the commencement of this suit was and still is indebted to the ~~plaintiff~~ defendant for money paid goods sold and delivered &c by the defendant to the plaintiff at his request and after off setting the plaintiff's account on so much as may be proven will ask a Judgment from the Court for the balance due defendant thereafter

By Wm C Lawrence his atty

Memorandum of an agreement between Chas R Deming of Orange Rockland Co N.Y. of the first part & James Snodgrass Sownship County & State aforesaid of the second part I C R Deming have this day rented to James Snodgrass Lot No fifty four in the Village of Orange with his Store Room Dwelling house Ware house and Buildings &c for the term of Two Years from the first of May next. Deming is to give possession of the Store room at any time before the first & sixth day of May next that it may be called for by the said Snodgrass - The Dwelling part said Deming is to have the use of until the first of July at which time said Deming is to leave the same if the health of family will admit and if not to leave as soon as they are able Snodgrass is to pay rent from the time Deming gives him possession of the Store at which time Deming agrees to commence to pay the rent on the building that Snodgrass now occupies as a Dwelling which is rented from David Ums at thirty dollars per Year I also agree to take this building at the time Snodgrass means out and be answerable responsible to Ums for the rent the Balance of the Year

Deming is to have the privilege of keeping 2 horses in the Stable & the use of a part of the Ware house until he moves, this shall be so managed as not to prevent the said Snodgrass from having room in said Ware house sufficient for the transaction of his business

The said Snodgrass agrees that he will at all times carefully in the management of said property, with the Insurance that now is or may be effected upon the said premises

Deming agrees that if said property shall again be for rent to give to the said Snodgrass the first offer of them and the said Deming is to have an answer from the said Snodgrass sixty days previous to the time of the Expiration of this article

The buildings are not to be used for any other purpose than that of a dwelling & Store

Said Snodgrass is to pay the said Deming for the use of said Buildings One hundred dollars per Year to be paid at the Expiration of each Year - Deming is to leave the Stove & pipes that is now in the Store with the counter & Desks

Snodgrass is to see that the Shade trees are not destroyed

Orange Apl 6th 1839

Chas R Deming
J M Snodgrass

Silas E. Millet
Joseph S Hall

We the parties to the above named article agree this thirty the Day of October 1839 the term of Two Years as named above that we will now call it one Year this is not to affect the validity of the article in any other way -

Chas R Deming
J M Snodgrass

Union Common Pleas.

Charles R. Dennis
vs.
James M. Snodgrass

Declaration.

Filed May 27. 1846
John Cassil Clk

Cost bill made

Recorded Vol 4
Pp 578. 579. 580. & 81

Allison & Curry
Attorneys

C. 76

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

Charles R. Deming } Complains
of James M. Dun [redacted] in a plea of Assumpsit
for that whereas heretofore, to wit: on the 6th
day of April 1839 at Orange in the [redacted] State of Ohio
[redacted] to wit: at the County of Union afore=
said, in consideration that the plaintiff,
at the request of the defendant, would demise
and let to him a certain messuage, lands,
and premises with the appurtenances, to hold
the same to the Defendant from the 1st day of
May 1839 to the full end and term of two years
next ensuing, at and under a certain yearly
rent, to wit the yearly rent of One Hundred
Dollars, payable at the expiration of each year,
he the said Defendant then and there promised
the plaintiff to pay him during the said tenancy
the said yearly rent or sum of One Hundred Dollars,
at the times so appointed for payment thereof as
aforesaid; and the plaintiff avers that he, confi=
ding in the said promise of the Defendant, did after=
wards, to wit on the said 6th day of April 1839, at
Orange aforesaid, to wit, at the County of Union
aforesaid, demise and let to the Defendant the
said messuage, lands and premises with the
appurtenances, to hold the same to the Defendant
for the said term, and at and under the said yearly
rent, to be paid as aforesaid; — And the plaintiff
avers that afterwards, to wit, on the 30th day of
October 1839, at Orange aforesaid, to wit, at the
County of Union aforesaid, the said plaintiff and
the said Defendant, parties to the aforesaid
lease, did mutually agree that the term of the

aforesaid lease should be one year, instead of Two years; and the said tenancy continued from the said 1st day of May 1839 until and upon the 1st day of May 1840; and although upon said last mentioned day a large sum, to wit, One Hundred Dollars of the said rent, for the term of said tenancy as last stipulated as aforesaid, became was due and payable from the Defendant to the plaintiff, yet the Defendant hath not paid the said last mentioned sum of One Hundred Dollars so due and payable as aforesaid nor any part thereof:

And whereas also the Defendant on the 1st day of May 1840, at Orange aforesaid to wit at the County of Union aforesaid was indebted to the plaintiff in the sum of One Hundred Dollars for one years rent of a certain messuage, lands and premises demised by the plaintiff to the Defendant at his request,

And in One hundred dollars for the use and occupation of a certain messuage, lands and premises, to wit, a village lot with a store room, dwelling house, warehouse and out buildings thereon, with the appurtenances, of the plaintiff, by the defendant, at his request, and by the permission and sufferance of the plaintiff for a long time held and enjoyed;

And in One Hundred Dollars for goods sold and delivered by the plaintiff to the Defendant at his request;

And in One Hundred Dollars for the

Money then had and received by the Defendant for the use of the plaintiff; And the Defendant afterwards on the Day and year last aforesaid, in con=sideration of the premises respectively promised the plaintiff to pay to him the said several moneys in the last Count of this declaration mentioned, on re=quest; Yet the Defendant hath dis=regarded his last mentioned promises, and hath not paid any of the said last=mentioned moneys, or any part thereof, To the damage of the plaintiff Two Hundred Dollars; and therefore he brings his suit &c.

By Allison & Curry
His Attorneys

592

Union Com. Pleas

Charles R. Demming
vs
James M. Snodgrass

Damages $96.44
Increased Costs .41
Defts Costs 1.11

Filed Feby 4. 1851
James Kirkwood jr clerk

Recorded

Allison Hungry atty for
Pltff

The defendant has not property
within his personal or real bailiwick to
satisfy this writ
Levied Jan 25th 1850
Ed Kring Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Delaware **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 Charles R. Demming recovered against James M. Snodgrass

~~as well as the sum of _____ dollars and _____ cents for _____ debt, as~~ the sum of Ninety Six dollars and forty four cents, for his damages; ~~as also the sum of $ _____ for _____ cost and charges in that behalf expended~~, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said James M. Snodgrass you cause to be made the ~~debt~~, damages, ~~and costs~~ aforesaid, with interest thereon from the 30th day of July A. D. 1846 until paid; also the sum of $ 41 the costs of increase on said Judgment, and also $1. 11 costs adjudged against the deft in said case & interest from the date of said Judgt, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Charles R. Demming

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

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 7th day of December A. D., 1850

James Kinkade Jr Clerk.

Filed Dec 7, 1850
Stuart Redfield

Charles R Lanning
vs
James M Snodgrass

Judgt in Main Com Pleas July Term 1846

Issue an Execution in above case to Sheriff of Delaware County

To Pierce Kinkade Jr Clerk

[illegible] 7th 1850

Allison & Curry
Attys for Pltff

Civil/Domestic Case File

Case No. 1846-CV-0006

No. 46-CV-6

Union Common Pleas Court.

William Anderson
Plaintiff,

AGAINST

Zebridee Baker
Defendant.

OCT TERM. 1846

JUDGMENT VS DEFENDANT
for costs.

Journal 3 Page 477

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas

Wm Anderson

vs

Lebeus Baker

Wm Anderson

vs

Lebeus Baker

Trover

Filed April 13. 1846

John Cassel Clk

Cast Bill made

No, Record

Copied

27

William Anderson vs Zebedee Baker	February 2d 1846. Summons issued delivered to Const Gladhill. Returnable the 7th inst at 2 o'clock P.M. Returned endorsed Served on the 2d day of February 1846 by reading to the within named Defendant Fees 25 cts Wm Gladhill Const
Debt $45.44	Feb 7th 1846 Defendant appeared and pled for an adjournment and it was granted till the 21st day of Feb 1846 at 1 o'clock P.M. Feb 21st 1846 parties appeared in Court redy for trial, and after hearing the proofs and aligations of the parties. Judgment is rendered against Defendant on a Note of which the following is a copy
Fee fees on sum .12½	
Sub .12½	
adjournment .10	
Judgement .25	
Bail .25	
Transcript .31	
Const on sum .25	On or before the 25th day of December 1845 I promis to pay John Baker or order the sum of forty five Dollars for value Received this 15th day of November 1844 Zebedee his + mark Baker

Interest being Calculated it appears there is $45.44 due Plantiff therefore Judgment is rendered against Defendant for the sum of forty five Dollars and forty four cents debt and cost taxed at $5 cts

In the action of William Anderson against Zebedee Baker I James McStray acknowledge my self bail for appelant in the sum of one hundred Dollars to be levied on my goods Chattels Lands and tenaments if the appelant shall be condemned in the action and shall fail to pay the condemnation money and cost that has and that may accrue in the court of Common Pleas

James McStray

Taken signed and acknowledged this 2d day of March 1846

David Danforth J P

I hereby certify the above to be a true transcript of my proceedings in said action of Wm Anderson against Zebedee Baker before me March 20th 1846

David Danforth J P

Recd of my fees 81 cts of Z. Baker
D. Danforth J P

Union Com. Pleas.

Jebadah Bachus
vs. Shea
William Anderson

Filed July 29th 1846
John Caspie
Clerk

Zebedee Baker
vs
William Anderson.

Vernon Common Pleas
July Term 1846.

And the said Zebedee Baker comes and defends and says that he did not promise the said William Anderson in manner and form as the said William hath alleged against him and of this he puts himself upon the country. And the said William doth the like

Wm. C. Lawrence his Atty.

The said Zebedee and his counsel will take notice that the Defendant on the trial of this case will prove and give in evidence that after the said note declared upon became due the Defendant paid off and discharged the same whilst in the hands of the Payee or Baker by procuring a deed for a certain lot in the Town of Newton and this County and Brought the same now here into Court of All of which the said plaintiff had notice before the note came into his hands and long after it became due

By Wm C Lawrence
his atty

Union Com Pleas

J. Baker

v

William Anderson

Service ---	$0 37½
Mileage ---	50
Copy ---	12½
	$1,00

Wm M Robinson
Sheriff

Filed July 28th 1846
John Cassil, clerk

Served July 18th 1846 - on David Danforth by reading to him Summons Declaration & Copy
John Baker not found in the County
Wm M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon David Danforth, James Mu=fee. & John Baker.

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 William Anderson *in a certain matter in controversy in said court depending, wherein* ~~Lebeder Baker~~ Wm Anderson *is plaintiff, and* ~~William Anderson~~ Lebeder Baker *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* 27. *day of* June *A. D.* 1846

John Cassil CLERK.

W. A. Anderson
vs
B Baker

Filed Oct. 15th 1846
John Cafsill, Clk.

William Anderson
vs
Zebedee Baker

In Union County Common Pleas.

This case is settled by the parties. at the costs of the defendant. The defendant agrees to pay the amount due on the note on which said suit is brought, by a conveyance of a lot adjoining the town of Newton, and adjoining and westerly of Lot No 12 in said town of Newton. Containing one fourth of an acre. to the said plaintiff or his assigns

Zacharia William Anderson
Oct 14th 1846. ~~M Oilroy~~ Zebidee his Baker
Witness Zacharia McOilroy mark

Anderson

vs

Baker.

Praec. Writ

Filed June 27. 1846.
Jth Carroll Clk

Mr Anderson
—
Zebedee Baker

Appeal

Clerk, issue Subpoena. for David Danforth James Dunfee, John Baker. as my Witnesses in this Case. — June. 27. 1846. Wm Anderson

To the Clerk of the
Court of Com. Pleas

State
vs
Wm Thomas

Zachariah Baker

Feb 21st 1846 Judgment under
on this for $15.4
D. Lamport J.P.

Baker
State
$4.16

On or Before the 25th day of December 1845. I
promised to pay John Baker or order the sum of
forty five dollars for value Received this the 15 day
of November 844

Zebedee his mark Baker

Union Com. Pleas.

William Anderson
vs.
Zebedee Baker

Narr.

Filed April 15. 1846
John Cassil Clk

16.

Union County, ss. William Anderson by Powell & Bush his attorns complains of Zehedee Baker in a plea of Assumpsit for that whereas the sd defendt heretofore to wit on the 15th day of November A.D. 1844 at Union County aforesd made his certain promissory note in writing sd then & there delivered the same to one John Baker sd thereby then & there on or before the 25th day of December 1845, promised to pay the sd John Baker or order the sum of forty five dollars for value received; which sd promissory note the sd John Baker then & there endorsed sd delivered the same to the plaintiff of which the defendt then & there had notice, And although the time for the payment of the sd note has long since elapsed, and the sd defendt often requested to pay the same, yet the sd defendt has not as yet paid the sd sum of money or any part thereof; to the damage of the plaintiff sixty dollars sd therefore he sues &c.

Powell & Bush his attys.

Civil/Domestic Case File

Case No. 1846-CV-0007

No. 46-CV-7

Union Common Pleas Court.

Wm Lawrence
Plaintiff,

AGAINST

James S Alexander
Defendant.

JUL TERM, 1846

Judg vs Defendt.

Journal 3 Page 414

Record No. 4 Page 541

Ex. Doc. Page

Union Common Pleas

William Lawrence
vs
James S. Alexander

Precipe

Filed April 13th 1846
John Cassil, Clerk

Copied
128

State of Ohio Union County ss

William Lawrence
vs
James S. Alexander

Court of Com. Pleas
April Term A.D. 1846
In Assumpsit
Damages $500.00

Issue summons for Defendant returnable to April Term 1846 - Endorse "This suit is brought "on a note given by Deft. to Hannibal D Ormsbee "& Henry J Livermore partners payable to them "or order for three hundred & fifty nine Dollars & sixty "two cents payable six months after date & dated "June 25th 1845. ~~also for goods &~~ and assigned "to plaintiff November 7. 1845 - Also for goods wares "&c sold & delivered, for money lent & on an "account stated &c &c Damages claimed $500.00

Wm Lawrence
Atty in person

To the Clerk of
Com. Pleas Union Co. O.

" This suit is brought on a note given by Deft. to Hannibal D. Ormsbee & Henry J. Livermore partners payable to them or order for three hundred & fifty nine Dollars & sixty two cents payable six months after date & dated June 25th 1845, and assigned to plaintiff November 7th 1845 also for goods wares &c. sold & delivered, for money lent & on an account stated &c. &c. Damages claimed $500.00

Wm Lawrence
Atty. in person

union County ss

William Lawrence
vs
James O. Alexander

Service - -	55
Copy -	20
Mileage -	5
	60

Wm M Robinson
Sheriff

Fees April 13. 1846
Josh Carrie Ch

Served the within writ by a certified copy of this writ April 13th A.D. 1846-

Wm M Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon James S. Alexander

to appear

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

in a plea of assumpsit damages five hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 13th day of April A. D. 1846.

John Cassil CLERK.

Union Com. Pleas

Wm Lawrence
vs.
James S. Alexander

Declaration

Filed May 11th 1836
John Cassil, Clerk

Cost bill made

Recorded

Copied

Wm Lawrence
(of Logan Co.) in person
38

The State of Ohio } Court of Common Pleas
Union County } April Term in the year of
our Lord Eighteen Hundred and
Union County } forty six -

William Lawrence complains of James S. Alexander in an action of Assumpsit for that the said James S Alexander under the signature of "J.S Alexander" on the 25th day of June AD 1845 at "Middleburgh O" towit at the County of Union aforesaid made his promissory note in writing and then and there delivered the same to Hannibal D Osmbee and Henry J Livermore partners, and thereby promised to pay said Hannibal D Osmbee and Henry J Livermore partners or order Three hundred and fifty nine Dollars and sixty two cents six months after the date thereof which period has now elapsed, and the plaintiff avers that said Livermore and Osmbee were then & there and thereafter towit until the first day of January AD 1846 partners and said note was executed to them as said partners; and the plaintiff avers that afterwards towit on the 17th day of November AD 1845 at said Union County said Osmbee and Livermore then and there endorsed said note to said plaintiff whereof the said defendant then & there had notice & then & there in consideration of the premises promised to pay the amount of the said note to the said

plaintiff according to the tenor and effect thereof
And the plaintiff further complains of said
defendant for that said defendant on the
first day of March AD 1846 at Union County
aforesaid was indebted to the said plaintiff in
five hundred Dollars for the price and value of
goods wares and merchandize then and there sold
and delivered by the plaintiff to the defendant
at his request: And in five hundred Dollars
for money then & there had and received by the
defendant for the use of the plaintiff: And
in five hundred Dollars for money found
to be due from the defendant to the plaintiff
on an account then & there stated between
them: And Whereas the defendant afterwards
on the 4th day of March AD 1846 in considera
tion of the premises then & 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 said several
sums of money nor either of them nor any
part thereof: to the damage of the plaintiff
five hundred Dollars & therefore he sues
by

Wm Lawrence
(of Logan Co.)
his Atty
(Atty in person)

Union Com Pleas

Wm Laurence
v
James S Alexander

"

Praecipe for
execution

Issued Jan 15th 1846

Wm Laurence
"

William Lawrence
vs
James S Alexander

Judgt in Union Com. Plea July Term 1846.

To the Clerk of said Court

Issue execution in this case —

Wm Lawrence
Oct. 20th 1846.

Civil/Domestic Case File

Case No. 1846-CV-0008

No. 46-cw-8

Union Common Pleas Court.

Tobias Robertson
Plaintiff,

AGAINST

Samuel Bonham
Defendant.

JUL TERM. 1846

Judgment VS Plaintiff

Journal 3 Page 462

Record No. No Record Page

Ex. Doc. Page

I do hereby certify that the foregoing is a
correct copy of the proceedings had before
Mc Gavin Overlier & Justice of the Peace that
27th day of March A.D. 1846 & filed & recorded
A.P.E.

Transcript
Robertson
vs
Barham

Filed April 13. 1846
John Cassil Clerk

Cost bill made

Copied
75

Tobias Robertson
vs
Samuel Bonham

Suit Brought by Plaintiff against Defendant to Recover Damages for the Defective quality of a Wagon Sold by Defendant to plaintiff as per Bill of particulars filed Amount Demanded $75.00

Justice fees-

Issuing Summons		.12½
One Subpoena for 6 Witnesses		.37½
One do for 1 Witness		.12½
Adjournment	10	.25
Affidavit	25	.92½
Constables fees		
Serving Summons		.10 cts
Mileage on Sum.		.20
1 Sub. 6 Witnesses Serv.		.60
Mileage		20
1 do 1 Witness Serv.		10
Mil. on Same		20 $1.40
6 Witnesses		$3.00
Total amount paid $4.50.		$5.32½

December 16th 1845 Summons Issued and handed to Samuel Hamilton Const. for Approvance On the 20th Instant at 9 Oclock A.M. of said day

December 16th 1846 at the Instance of Plaintiff a Subpoena Issued and handed to S. Hamilton Const. for James Roach John Roach Nancy Roff Sylvester Gundle John Wynegar & William Wynegar

December 19th at the Instance of Plaintiff a Subpoena Issued and handed to S. Hamilton Const. for Andrew Mcneal.

December 20th 1845 the Summons Returned personally served Dec. 16th 1845 by Reading to the Defendant S. Hamilton Const. Dec. 16th 1845 the Subpoenas Returned Served by Reading the same to the within persons. S. Hamilton Const.

December 16th 1845 9 Oclock A.M. the parties appeared and the Defendant asked for a Continuance of the Case and Upon the said Defendant filing his affidavit that he had Material Witness Out of the County this Case stands Adjourned to the 31st day of January 1846 by Defendant paying the cost that has already Accrued. Which the Defendant did do thereupon this Cause stands Adjourned as above stated to 10 Oclock A.M. of said day. J. B. Wheaynes. J.P.

January 20th 1846 the plaintiff Order out three Subpoenas for the following persons to Wit. One for James Noack & Lorsher Gendle John Wyngar William Wyngar John Noack and Abram Davis also one for Samuel Livingston David Hault & John Atwood & one for Andrew Allmal all of which were Issued and handed to E. Fisher Const for approvers on the 31st Instant at 10 O'clock A.M. of said day.

January 20th 1846 the Defendant Order out three Subpoenas for the following Witness to Wit. One for John E. Cahill John Crabtree William Crabtree James Crabtree James Noack John Noack James Mullvane Josephus Grace & John Middleton also one for Joseph N. Ross Amos Headly & John P. Graham also one for Adam Winters all of which were Issued and handed to E. Fisher Const.

January 22nd 1846 at the Instance of Defendant a Subpoena Issued for Joseph Murphey and handed to E. Fisher Const.

January 26th 1846 at the Instance of Defendant a Subpoena Issued and handed to E. Fisher Const for John Bonham & Peter B. Grace.

Damages $15.00
Plaintiffs Cost.
Issuing 4 Subpoenas for
12 Witness .76
Swearing 12 do .48
Judgment .25
Satisfaction .10
Constable for
Serving 4 Sub.
on 12 Witness $1.20
Mil on same .95
Fees of Eleven
Witness 5.50
$9.24

Defendants Cost.
6 Subpoenas for
17 Witness $1.23
Swearing 17 Witness .68
Constable do
Serving 6 Subpoenas
on 17 Witness 1.70
Mil on same 1.50
attendance of 16
Witness 8.00
This Transcript. Paid .31
$13.42
Deposition paid 1.07
$14.49

Joseph Murphey one of the Witness of Defendant left the Court Without leave therefore Entitled to no fees—

January 26th 1846 at the Instance of the plaintiff a Subpoena Issued for John Webb & Elias Robinson and handed to E. Fisher Constable.

January 30th 1846 at the Instance of the Defendant a Subpoena Issued and handed to E. Fisher Constable for Nancy Hoff & Enoch Fisher

January 31st 1846 the Constable Returned all of the foregoing Subpoenas Legally Served by Reading the same personally To the different persons Named therein all of Which is indorsed on the Back of said Subpoenas & attested under his hand officially.

January 31st 1846. 10 o'clock AM. the parties appeared and Trial had The plaintiffs Witness & defendants Were Sworn In Regular Order and Testifide & after hearing the proofs and Allegations of the parties on Mature Deliberation it is considered by this Court that the plaintiff Recover of the Defendant the sum of fifteen dollars Damages and his Cost herein Lost at. Nine dollars Twenty four Cents The Defendant gave Notice of his Intention to appeal

In the action of Zebias Robinson against Samuel Bonham I James Crabtree do Acknowledge my self Bail for the appellant in the sum of One hundred ~~dollars~~ fifty dollars to be Levied of my goods and Chattles Lands and Tenements in Case the appellant shall be Condemned in the action and shall fail to pay the Condemnation Money and Cost that have accrued or may accrue in the Court of Common pleas

James Crabtree

Taken Signed and Acknowledge before me this 7 the day of February A.D. 1846 J. B. W. Bayness. J. P.

Copy

Jobias Robertson
v.s.
Samuel Bonham

Before J. B. W. Haynes a Justice of the peace of Union county, Ohio,

Depositions will be taken in this case, by the defendent, at the office of Thomas McGuire a justice of the peace in the township of Perry, Tuscarawas county, & state of Ohio, on Friday the 16th day of January next. between the hours of 9 oclock A.M. and 9 oclock P.M.

December 26th 1845.

Samuel Bonham (Deft.)

description of a wagon
for Tobias Robison

Samuel Bonham agrees to deliver unto Tobias Robinson by the first day of April A.D. 1845 a good new heavy two horse wagon good wood & well put together & is ornd with not less than 400 lbs of Iron; hind Wheels four feet eight inches high, fore wheels 3 feet & four inches high, tire to be 5/8 of an inch thick & one & half inch wide ~~thick~~, boxes to be 4 inches by two, narrow skeines plated with steel a falling tongue, with neck yoke & thoat chains double & single trees ironed with clips rings & open rings. Bolsters to have rings on the ends & standard plated in inside & stayed on the outside. Iron bolts thru the bounds & axle trees; coupling pole & slider to be plated with Iron. a Box bed sufficiently ironed & lock hasp & to hold 25 or 30 bushels.

Union Com. Pleas

Samuel Bonham

ads } Plea

Tobias Robertson

Filed July 16th 1846
John Cassil, Clerk

Samuel Bonham
Tobias ads Robertson } Assumpsit
Union Com Pleas.

And the said Samuel Bonham comes and defends &c. and says that he did not assume and promise in manner and form as the said Tobias Robertson hath declared against him and of this he puts himself upon the Country and the said Tobias Robertson doth the like.

Lafe Crawford & P. V. Veale Atty for Deft.

In Union Com Plas

Tobias Robertson

vs

Samuel Bonham

Narr

Filed May 27th 1846
John Cassil Clerk

Allison & Curry

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

This case comes into Court by way of appeal from a justices Court, whereupon Tobias Robertson complains of Samuel Bonham in a plea of assumpsit. For that, whereas, on the 8th day of October A.D. 1844, at the county of Union aforesaid, in consideration that the plaintiff at the request of the defendant, would sell to the defendant a certain piece or parcel of land of great value, for a certain price to be paid to the plaintiff by the defendant partly in a wagon, he, the defendant undertook, and then and there promised the plaintiff, that the said wagon by him to be delivered to the plaintiff at a subsequent time, should be a good two horse wagon worth sixty five dollars, made of good wood and well put together, and ironed with not less than four hundred pounds of iron &c. And whereas the defendant in consideration of his aforesaid promise, did on the 20th day of February A.D. 1845 at the County aforesaid deliver to the plaintiff as such payment aforesaid a wagon, in the, the said defendant undertook and then and there promised the plaintiff that the said wagon was good and well worth sixty five dollars, and had four or five pounds more iron than his aforesaid promise called for - to wit four hundred and four or five pounds. And the plaintiff avers he did then and there buy the said wagon of the defendant, and pay him for the same in manner aforesaid, the said sum of sixty five dollars, yet the defendant disregarded his said promises and deceived the plaintiff in this, to wit, that

the said wagon, at the time of the making of the said last mentioned promise of the defendant, to wit on the 20th day of February A.D. 1845. was not good, and well worth sixty five dollars, neither had it the said four hundred and four or five pounds of iron, or the four hundred pounds of iron or the good wood, contrary to the said defendant said undertakings; whereby the said wagon then and there became and was of little or no use or value to the plaintiff, and the plaintiff hath necessarily incurred a great charge and expence of his moneys, to wit fifty dollars in and about the causing the said wagon to be examined and the repairing the same and incidental thereto, and by reason of the premises the plaintiff was and is otherwise injured.

And whereas, Also, that afterwards, to wit on the 20th day of February A.D. 1845. at the county of Union aforesaid, in consideration that the plaintiff at the like request of the defendant had then and there bought of the defendant a certain other wagon at and for a certain other price then and there agreed upon between the plaintiff and the defendant, he the said defendant undertook, and then and there promised the plaintiff that the said last mentioned wagon, at the time of the said sale thereof, was good, and well worth sixty five dollars, yet the defendant disregarded his said promise and deceived the plaintiff in this, to wit, that the said last mentioned wagon, at the time of the sale thereof, was not good, and was not well worth sixty five dollars, whereby the said wagon then and there became and was of little or no use or value to the plaintiff, and the plaintiff hath necessarily incurred a great charge and expence of his money to wit, fifty dollars in and about the causing the said wagon to be examined and the repairing the same, and by reason of the premises the plaintiff hath lost great gains and profits, to wit, twenty five dollars, which would otherwise have accrued to him, and is otherwise greatly injured. To the damage of the said plaintiff Seventy five dollars and thereupon he brings suit &c.

By Allison & Curry His Attys

Union Com.th Pleas

J. Robertson

Dam.l Bonham

Service —	$1-12½
Mileage —	1-25
Copies — —	37
	$2,74½

Wm. M Robinson
Sheriff

Filed July 28th 1846
John Cassil, Clerk

Served July 17th, 1846 - on J. E. Carlile, J. Bonham Jones Creditor, John Crockett Sarah Steele & James Martin by leaving a Grace Attachd A. Winters by Cary
Wm. M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon J. E. Cahil, J. Grace, J Bonham, A Hatfield, A Winters, James Crabtree, John Crabtree, Sarah Shade, James Martin,

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~~ 3d *day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of* Samt. Bonham *in a certain controversy in said court depending, wherein* Tobias Robertson *is plaintiff, and* Samuel Bonham *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* July *A. D.* 1846

John Cassil CLERK.

Union Common Pleas

Zabias Robertson
vs
Samuel Bonham

Service --- $1.12½
Milege --- 1.25
Copies -- 37½
$2.75

Wm M Robinson
Sheriff

Filed July 3rd 1876
John Cagil Clerk

Served the within by July 18th 1876 on
Andrew McCleal, Fanny Roach Peter McCleal
John Roach Louis Hauck & Elias Robertson
by leaving a true copy & on other Daniel Hess Mayor
& Samuel Livingston by copy —

Wm M Robinson Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Andrew Mc Neal, James Roach, John Welch, John Roach, Abner Davis, William Wynegar, Samuel Livingston, David Hank, Elias Robertson, ~~John McGath~~

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house, in the town of Marysville, on the ~~first~~ Third *day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of* Zabias Robertson *in a certain matter in controversy in said court depending, wherein* Zabias Robertson *is plaintiff, and* Samuel Bonham *is defendant: and this 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* Seventh *day of* July A. D. 1846

John Cassil CLERK.

Filed Jul 23d 46
John Cassil Clk

Tobias Robertson
vs
Samuel Bonham } Monroe Common Pleas

The clerk will issue a subpoena for
Josephus Grace Levi Roach
To the clerk July 23d 1846 } Chenoweth
P. B. Cole Atty
witness on behalf of Deft. } for Deft

Robertson
vs.
Bonham

Praecipe for
Witnesses.

Filed July 7. 1846
John Cassil Clk

Tobias Robinson
vs.
Samuel Bonham

Issue subpoena for Andrew McNeal, James Roach, John Welch, John Roach, Abner Davis, William Wynegar, Samuel Livingston, David Houk, Eliab Robertson, Plaintiffs Witnesses in this case.

Allison & Curry
Attys for Plff.

To the Clerk of
Union Common Pleas

Dated July 7th 1846.

October 8th 1844 Received Sixty five Dollars being the first payment as specified on the written Article

$65.00 Tobias Robertson

December 9th, 44 Received twenty Dollars on the second payment

$20.00 Tobias Robertson

Feb 20th, 45 Received Thirty Dollars in full of the second payment

$30.00 on the written Article, also the Wagon specified as the third payment

Tobias Robertson

Articles for
Real Estate
Tobias Robison
to
Samuel Bonham

Gaston County Court
County Court

City of Bell
6767

Article of Agreement Entered into this 8th day of October AD One Thousand Eight hundred & forty four, by & between Tobias Robison of the Tp. of Claibon, County of Union & State of Ohio, ~~one~~ of the one part & Samuel Bonham of Tuscarawas County & State aforesaid witnesseth:-

That the said Robison ~~doth~~ Sell unto the said Bonham for & in consideration of the sums in payments hereafter stated doth sell unto the said Bonham, a tract of Land Bounded & described as follows being in the South West Corner of Joseph Blas, Surby, - bounded on the South by Mapey's Land, on the west by John O Cahill, Land & on the North by the Richwood Road & running Eastward as far as will include Sixty Six & two third Acres, 66⅔ being the same lot, sold by Joseph Blas to said Robison:- and the said Bonham agrees to pay Sixty five Dollars, in hand, fifty Dollars by the 20th of December ensuing, - a good two horse Wagon Worth Sixty five Dollars delivered by the first of April AD 1845. Thirty five Dollars by the first day of October AD 1845 & Thirty five Dollars by the first day of October AD 1846. & the said Robison further agrees to make unto the said Bonham at the time the second payment is made, provided the said Bonham satisfies the said Robison that remaining payments shall be Made Sure. a good & sufficient Warantee Deed clear of all incumbrance. & for the faithful performance of each & all the above Stipulations the the said Tobias Robison & Samuel Bonham doth bind ourselves our heirs our legal Representatives each to the Other in the penal sum of $800,00 as signed by us on as above dated:

October 8th AD 1844.

attest

Andrew McNeil

James Crabtree

Tobias Robertson (Seal)

Samuel Bonham (Seal)

Tobias Robinson
vs.
Samuel Bonham

Amended
Bill of Particulars.

Filed May 14. 1846
John Carroll Clk

Samuel Bonham

To Tobias Robinson Dr.

To Damages arising from the defective quality of a wagon sold, and warranted good, by said Bonham to said Robinson, $75,00

Bill of
particulars

Samuel Bonham

To Tobias Robinson, Dr.

To damages arising from the defective quality of a wagon sold by said Bonham to said Robinson. $ 75,00

1111

1111 1111

15
9
0
54
44
30

Tobias Robertson } In Union County
vs } Com. Pleas.
Samuel Bonham } July Term 1846

Be it remembered that on the trial of this cause the ~~Defendant~~ ~~Plaintiff~~ Plaintiff offered in evidence the following instrument under seal, executed by the parties to wit, Articles of agreement entered into this 8th day of October AD ~~1840~~ one thousand eight hundred and forty four by and between Tobias Robinson of the Twp of Claibourne County of Union & State of Ohio of the one part and Samuel Bonham of Tuscarawas County & State aforesaid witnesseth that the said Robinson for and in consideration of the sums in payments hereafter stated doth sell unto the said Bonham a tract of land bounded & described as follows being in the South west corner of Joseph Olds Survey bounded ~~and the~~ South by Massey land settlement by John E Cahill land & on the N by the Richwood Road & running Eastward so far as will include sixty five and two third acres 66 2/3 being the same lot sold by Joseph Olds to said Robinson, and the said Bonham agrees to pay sixty five dollars, hand fifty dollars by the 20 of Dec. ensuing, a good new two horse wagon worth sixty five dollars delivered by the first of April AD 1845. Thirty five dollars by the first day of October AD 1845, & thirty five dollars by the first day October 1846 and the said Robinson further agrees to ~~make~~ make unto the said Bonham, at the time of the second payment is made, provided provided the said Bonham secures that remaining payments shall be made sure. a good and sufficient warrantee deed clear of all incumbrances and for the faithful performance of each and all the above stipulations we the said Tobias Robinson and Samuel Bonham do hereby bind ourselves our heirs and legal representatives each to the other in the penal sum of $800. or be given by us as above stated

October 8 1844

Witness
Arthur McNeal
Jesse Crabtree

Tobias Robinson (Seal)
Samuel Bonham (Seal)

and upon which said sealed agreement was as the following indorsement
Feb. 20th 1845 Received Thirty dollars on the second payment on the within
article. also the wagon specified as the third payment Signed Johnson Robertson

which said instrument was objected to by
Defendant & overruled by the Court & the
Plaintiff then called a witness and
offered to prove by parol that the Defend-
ant subsequent to the execution of said
sealed instrument and at the time of
the delivery of the wagon in said sealed
instrument mentioned expressly promised
that said wagon was good and well worth sixty
five dollars, to which evidence so
offered to be proved as aforesaid the Def-
endant also objected on account of
the previous contract under seal by
no mentioned which testimony so off-
ered to be proved as aforesaid was also
overruled by the Court and the Court
on motion orders the Plaintiff to be
nonsuited, to which ruling of the
Court and direction of nonsuit the
Plaintiff excepts and prays that his
Bill of Exceptions may be sealed, which
is done accordingly

L. L. Torbert (seal)
James R. Smith
Christian Myers (seal)
(seal)
Levi Phelps (seal)

Depositions of Witness taken in a Cause pending Before J. B. H. Haynes a justice of the peace of Union County Ohio Wherein Tobias Robertson is plantiff and Samuel Bonham is defendant and for said Defendant in persuance of the notice hereto attached and at the time and place therein mentioned Joseph Parker of the County of Tuscarawas of Lawful age being first duly Sworn by me as heretofore certified deposes as follows.

John Middleton agent for Defendant being present

Question was the timber of that wagon you made for Samuel Bonham well seasoned and was it made of good timber

Answer I think the spokes were as drie as cood be well and the fellers and hubs were tolerbly dry. and if I can remember right the ballance were drier than the hubs and fellers I think the axletrees were reasonally good wood and the ballance were as good as common

Joseph Parker

I Thomas McGuyer A justice of the Peace in and for the township of Perry in the county of Tuscarawas and State of Ohio do hereby certify that the above named Joseph Parker were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice. In testimony whereof I have hereunto set my hand. this 16th day of January in the year 1846

Thomas McGuyer a justice of the Peace

Civil/Domestic Case File

Case No. 1846-CV-0009

No. 46-CV-9

Union Common Pleas Court.

Richard Gabriel
Plaintiff,

AGAINST

Wm H Woods
Defendant.

JUL TERM. 1846

JUDGMENT VS DEFENDANT

$677.26

Journal 3 Page 457

Record No. 4 Page 584

Ex. Doc. Page

Sur. for sum.

R. Gabriel
vs
Wm W. Wood et al

Filed April 14th 1856
John Cassil, Clerk

Richard Gabriel
vs
Wm W Woods
Josiah Gabriel
John P Woods and
Samuel Woods

Union Com Pleas
April term 1846.
Ma Debt 682 $\frac{50}{100}$ $.
Damages 200. $

Issue Summon returnable forthwith endorsed suit Brot on defendants Joint note of hand or Single Bill under seal given to plaintiff for the sum of six hundred eighty two dollars fifty cents due six Months after date and if not paid in that time to pay ten per cent untill pd also for money lent goods sold &c
By Wm C. Lawrence his atty

for Summer term
1846

Moses Credits

1840	by forty dollars —	$40.00
	March 6th in the Spring of forty —	10.00
	September 5th twenty five dollars —	25.00
	to one dollars worth Coffy —	1.00
	September 29 by ten dollars —	10.00
	November 13 by twenty dollars —	20.00
1841	January 20 by fifteen dollars —	15.00
	February 13 by twenty dollars —	20.00
	April 12 two dollars 64 cents	2.64
	May 6 by twenty dollars —	20 00
	August 21 by ten dollars	10 00
	October 1 by four dollars 50 cents	4.50
	November 4 Oct 9th ten dollars —	10.00 By p
1842	January 19 by eighty one cents	81
	February 22 by three dollars 75	3.75
	April by twenty three dollars —	23
	June 1st by three dollars —	3.00
4.06 Bolt of Cotton 1.00 Coffee 2.40 Coffee 7.46	Within the above dates there is to be credited	
	one bolt of Cotton, eight y.d Calico at 30 P. y.d	1.50
	one dollars worth of Coffy one pair Shoes 1.50	7 46
	November 29 by five dollars —	5.00
1843	May 22 by one dollar —	1 00
	July 26 by one dollar —	1 00
	by two dollars —	2.00
1844	January 25th by one dollar	1.00
	February 26 four lb Coffy & quarter tea	56
	by Order Heraday eight y.d Calico	1.60
	one pair Shoes — —	1 31
	by one quarter tea	18 3/4
	per order Mrs Heathaway	2.00
	by Rev. W. Calbreath — — —	10.32
	~~by Mr. Hays per order~~ 11.75 not paid	~~11.75~~
	by Elizabeth Reid per order —	1.50

Mar 4. 1845	3.22
19.	2 00
19	1.50
19	3 00
19	2.00
~~July 26. 45~~	100
July July 26 do	2 00
Oct 6. 45	1 00
Feb 17. 46	1.50
	18 22

Union Com Pleas

Richard Gabriel
vs } in debt
Wm W Woods et al

Nar

Filed May 27, 1846.
John Cassil Clerk

C 18.

Union County ss } Union County court of Common Pleas April Term 1846

Richard Gabriel complains of William W Woods Josiah Gabriel John B Woods and Samuel Woods for that whereas the said defendants on the 3rd day of July A.D. 1838 at Milford (to wit) at the County aforesaid made their certain writing obligatory of that date sealed with their seals and now here to the court shown and then and there delivered the same to the plaintiff and thereby bound themselves to pay to the said plaintiff the sum of six hundred and eighty two dollars and fifty cents in six months after the date thereof which period has now elapsed yet the said defendants have not paid the said sum of money nor any part thereof to the damage of the said plaintiffs two hundred dollars and and therewpon he brings suit &c

By Wm C Lawrence
his atty

"Suit brought on Defendants joint note of hand on single bill under seal given to plaintiff for the sum of six hundred eighty two dollars & fifty cents due six months after date and if not paid in that time, to bear ten per cent until paid. also for money lent, goods sold &c.

By Wm. C. Lawrence his atty

union common Pleas

Richard Gabriel
vs
Wm W. Woods
Josiah Gabriel
John S. Woods &
Samuel Woods

service —	$0,90
Mileage — —	25
Copies — —	60
	$1,75

Wm W Robinson
Sheriff

Filed April 16. 1846.
Wm Cassil Clk

C
25

Served this writ by delivering a certified copy of this writ to each of the defendants — April 16 AD 1846 —

Wm W Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon William W. Woods, Josiah Gabriel John S. Woods & Samuel Woods

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 Richard Gabriel

in a plea of Debt-$682,50 damages $200, dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 14th day of April A. D. 1846.

John Cassil CLERK.

Union Com. Pleas

Rich. Gabriel

vs

Wm. W. Woodstale

Service — $0.25
Milege — — 30
$0.55

Wm. M. Robinson
Sheriff

Filed July 31st 1846
John Cassil, Clerk

Service this writ July 31 so 1846 by reading to the within named defendants within writ. They demanded their fees 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 Eli Gabriel & James Gabriel

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* W W Mordt. et als *in a certain controversy in said court depending, wherein* Richard Gabriel *is plaintiff, and* W W Mordt et als. *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* 31. *day of* July A. D. 1846

John Cassil

CLERK.

Mr Wm C Lawrence sir
the within Named payments I admit to be just and if the Calculations are correct the amount of the Judgment is $4 77.44 will be correct we have agreed on the way the interest is cast.

Mr Richard Gabriel sir I do hereby certify the within to be the same Calculation that I made herein your presence except I rectified a mistake of one dollar and a few cents July 31st 1846 Andrew Hayes

amount of Note due Jany 3d 1839		$682.50
int to Jany 3 "	/40	41 15
Total " "	"	723.65
int " "	/41	43.41
Total " "	"	767 06
Payment " 3d	/41	106 00
		661.06
int to " "	/42	39 66
		700.72
Payment Jany 3 "		102 51
		598.21
int to " "	/43	35 89
Total "		634 00
Payment "	/43	48 52
		585.58
int "	/44	35 13
		620.71
Payment		4 00
		616 71
int Jany 3	/45	37 00
		653 71
Payment " "		18 67
		635 04
int "	/46	38 10
		673 14
Payment "		14 72
		658 42
int to July 27/46		26 00
		684.42
Payment " "		14 16
		670 26
amt ~~out~~ added not admitted		7 00
Total amt of Judgment		677 26

680.- 27.26

Filed July 31. 1846
John. Cassil Clk.

R. Gabriel
vs
W. Woods J. Gabriel
J P Woods and Sud Woods

} Union Com Pleas

— Issue a Subpoena for ~~Jas~~ Eli Gabriel
James Gabriel to appear forth and testify in the above
case on the part of Defts, P. B. Beale Atty for Defts

Richard Gabriel
vs
Wm H Woods
Josiah Gabriel
Samuel Woods &
John Woods

In Debt

This ~~case comes on to be heard upon it~~ day came the parties by their attornies and submit this case to the court upon the issue joind and court being duly advised in the premises do find that the said defendants do owe ~~and have~~ to the said Plaintiff ~~six hundred~~ the sum of six hundred and fifty dollars and do ass sess his damages by reason of the detention thereof in the sum of twenty seven dollars and twenty six cents balance due the plaintiff after deducting from the said note the amount of the defendants' offset. Therefore it is considered that the ~~[illegible]~~ plaintiff recover of the said defendants the said sum of six hundred ~~dollars~~ and fifty dollars his debt aforesaid and the sum of twenty seven dollars and twenty six cents his damages aforesaid and also his costs in this behalf expended to wit at dollars cents And it is further made appear to the satisfaction of the court that John P Woods Josiah Gabriel and Samuel Woods are security upon said seal Bill and note upon which this suit is brot and that Wm H. Woods is alone principal and it is ordered that the Clerk of this court in issuing execution herein issue execution commanding the sheriff or other officer to cause the money specified in the writ to be made of the goods and chattels lands and tenements of the principal debtor but for want of such sufficient property whereof to make the same then that he cause the same to be made of the goods & chattels lands & tenements of such security

Upon Woods et al
vs
Place
R Gabriel

Filed July 30th 1916
John Cassidy, Clerk

Cost bill made

Recorded

William W Woods
Josiah Gabriel
John P Woods
and Samuel Woods
ads
Richard Gabriel

in debt.

And the said Defendants now come and defend &c and say that the said ~~indenture~~ writing obligatory mentioned & described in plaintiffs declaration is not their deed of them and of this they put themselves upon the Country and the said plaintiff doth the like

P. B. Cocke Atty for Defts

The plaintiff will take notice that the defts ~~will~~ on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of the suit was and still is indebted to defendants in the sum of seven hundred dollars for goods sold and delivered and also in the sum of seven hundred dollars for money before that time lent ~~by~~ by defts to plaintiff at his request and also in the sum of seven hundred dollars for money before that time received by plaintiff for use of defts and also in the sum of seven hundred dollars on an account stated between them — and that the defendants will set off on said trial so much of the said several sums of money so due and owing from pltff to defendant against any demand of the said plaintiff to be proved ~~on~~ in ~~against~~ said writing obligatory as will be sufficient to satisfy and discharge ~~such demand~~ the same, and will then and there demand an judgement against said plaintiff for the balance of said several sums of money due to the defendants according to the form of the statute in such case made and provided.

P B Cocke Atty for Defts

Civil/Domestic Case File

Case No. 1846-CV-0010

No. 46-CN-10

Union Common Pleas Court.

Mathew Gooding
Plaintiff,

AGAINST

Samuel Yarls et al,
Defendant.

JUL TERM. 1846

Money -
Judg vs Defendt,

Journal 3 Page 426

Record No. 4 Page 549

Ex. Doc. 1 Page 417

Woods Judgment
note -
$292.93

Interest to
July 28/46
$10,59

Five dollars paid
on the interest
April 14th 1846.

Filed July 29th 1846
John Cassil, Clerk

$232.93 One day after date we or either of us promise to pay Matthew Gooding or bearer, the sum of two hundred and thirty two dollars and ninety three cents, for value received. Oct 24th 1845

Samuel Woods (Seal)
W. W. Wood (Seal)
John P. Woods (Seal)

We do hereby authorise and empower Wm C. Lawrence or any other attorney at law in the State of Ohio, to appear in any Court of Record in said State, at any regular term of such Court, after the present October Term 1845. and waive the issuing and service of process, and confess a judgment against us and in favour of Matthew Gooding or bearer for the sum of two hundred and thirty two dollars and ninety three cents, with interest from this time, being the amount specified in the above note, and thereupon to release all error, and waive all right and benefit of appeal in our behalf. Given under our hands and seals the day and year above written

Samuel Woods (Seal)
W. W. Woods (Seal)
John P. Woods (Seal)

In Union Com. Plas

Matthew Gooding
vs
Saml Woods et als

Narr

Filed July 29th 1846
John Cafiel, Clerk

Cost bill made

Recorded Vol 4 pp 549
& 550.

Allison & Curry

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

Matthew Gooding complains of Samuel Woods, John P. Woods and William W. Woods, in a plea of debt for that whereas the said defendants on the first day of June A.D. 1846 was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods sold and delivered by the plaintiff to the defendants at their request.

Yet the said defendants, have not, nor hath either of them paid the said sum of money, nor any part thereof to the damage of the said plaintiff three hundred dollars and thereupon he brings suit &c

By Allison & Carey
His attys

In Princ. Com Pleas

Daniel Woodbridge
vs
Matthew Goodenough

Confession

Filed July 29th 1836
John Cafoil, Clerk

Matthew Gooding
vs
Samuel Woods,
William W. Woods &
John P. Woods

In Union Comn Pleas
In Debt

And now comes in open Court, Jackson C. Doughty one of the Attorneys of this Court, and by virtue of a warrant of Attorney for that purpose and herewith filed, waves the issuing and service of process, and confesses judgment against the said Samuel, William W. Woods, and John P. Woods, and in favour of the said Matthew Gooding for the sum of Two hundred and thirty two dollars and ninety three cents, debt, ~~and~~ Five dollars and fifty nine cents damages and Costs. And by virtue of the same ~~power~~ warrant of Attorney, releases all error, and waives all right and benefit of appeal in behalf of defendants.

J. C. Doughty Atty for Deft

Received this writ Sept 29th 1846
Made same day Fifty dollars. and returned
Execution by order of Plaintiffs atty —
Hm M Robinson Sheriff

Ex. Docket page 417

Matthew Gooding
vs
Samuel Wood
John S. Wood &
Wm W. Wood

Debt	$2,32,93
Dam.	5,59
Costs	3,63
Writ	41

Service --	$0,35
Poundage --	1,00
Mileage --	4
	$1,40

Hm M Robinson
Sheriff

Filed October 14. 1846
John Cassil Clerk

Recorded

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. Matthew Gooding — — — — recovered against Samuel Woods, John S. Woods & William W. Woods — — — — as well as the sum of two hundred & thirty two dollars and ninety three cents for his debt, as the sum of five dollars and fifty nine cents, for his — — — — damages as also the sum of $ 3,63½ for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Samuel Woods John S. Woods & William W. Woods you cause to be made the debt, damages and costs aforesaid, with interest thereon from the twenty eighth 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 Matthew Gooding

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 29th day of September A. D. 1846.

John Cassil Clerk

Ex. Docket page 417

M. Gooding
vs
Samuel Woods
John S Woods
& W. W. Woods

Debt	$23,93
Damages	5,59
Costs	3,63
Increase	1,81
Writ	41

Cr. Sd. Sept. 29th 1846 $50,00

Filed May 5. 1847
John Cassil Clerk

Recorded

Received this writ November 18th 1846, by order of Plaintiff Execution returned without levy
Fees — Service 35
mileage 5
Philip Shriver 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. Matthew Gooding recovered against Samuel Woods, John P. Woods & William W. Woods as well as the sum of Two Hundred & thirty two dollars and ninety three cents for his debt, as the sum of five dollars and fifty nine cents, for his damages as also the sum of $ 3,63½ for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Defendants

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 $ 1,81 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Gooding

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 18th day of Nov. A. D. 1846.

John Cassil Clerk

Filed Sept 28-46
John Cofsil, Clerk

Matthew Gooding
vs
Samuel Woods et al

Judgment on Cog. in ont.
July Term 1846.

Issue an execution in the above case to Sheriff of Union County. Sept 28th 1846

To John Cassil Clerk

Allison & Curry
Attys for Pltff.

Gooding
vs
Woods;

Rae for Ex

Matthew Gooding
vs
S. J. P. & W. W. Woods

Judgment in Union Com Pleas
July Term 1846
Issue an execution
in the above case.

To John Cassil, Clerk
Nov 7th 1846

Allison & Curry Attys for Pltff

Civil/Domestic Case File

Case No. 1846-CV-0011

No. 46-CV-11

Union Common Pleas Court.

Stephen D Bishop
Plaintiff,

AGAINST

A A Stewart
Defendant.

APR TERM, 1846

JUDGMENT VS DEFENDANT
$65-87

Recorded &
Indexed,

Journal 3 Page 375-

Record No. 4 Page 485-

Ex. Doc. 1 Page 388

The L. D. Smith Co.

Filed april 14. 1846
JOL Cassil Clk

Alexander A Stewart
Stephen L. Bishop } ads. Sebi. Union Com. Pleas April Term. A. D. 1846.

And the said Defendant by C. W. B. Allison Attorney and by virtue of a Warrant of Attorney for that purpose executed by said Defendant waives the issuing and service of process, admits that said Defendant does owe and is indebted to the said Plaintiff in the sum of Six Hundred & Seven 37/100 Dollars, and that the said Plaintiff has sustained damages by reason of the detention thereof to ~~the amount of~~ One 40/100 Dollars, and confesses judgment in favor of said Plaintiff and against said Defendant for the said sum of Six Hundred and Seven 37/100 Dollars debt, and One 40/100 dollars damages, and releases all error and waives all right and benefit of appeal in behalf of said Defendant

C. W. B. Allison
Attorney for Defendant

Filed April 14. 1846
Joh Cassil Clk

State of Ohio,
Union County, } ss.

COURT OF COMMON PLEAS,
April Term, A. D. 1846

Stephen S Bishop
Complains of Alexander A. Stewart

in a plea of debt. For that whereas the said defendant on the Nineteenth day of November A. D. 1845 at Columbus Logan County aforesaid made his certain writing obligatory of that date, sealed with his seal (and now to the court here shown,) and then and there delivered the same to the said plaintiff and thereby acknowledged himself to be bound to the said plaintiff in the sum of Six Hundred and seven dollars and Fifty seven cents, to be paid to the said plaintiff One day after date

Yet the said defendant has not paid the said sum of money nor any part thereof. To the damage of the said plaintiff Two Hundred dollars, and thereupon he brings suit, &c.

By Gilbert & Baldwin his Attorneys

Stephen S. Bishop
vs
A. A. Stewart

Union Comm. Pleas

Debt — $607.37
Dam. 1.40

Confessed by —
C. W. B. Alison

Filed April 14. 1846
John Cassil Clk

Cost bill made

Recorded

Judgment on the within note is not to be confessed before the first of April AD 1846
Gilbert McBlain

To N H Swayne Esquire, and to any Attorney of Record in the State of Ohio, or elsewhere.

I hereby authorize you in my name, to appear before any court of the State of Ohio, or elsewhere, of competent jurisdiction, whether such Court be of Record or not, and in my stead to enter an amicable action in debt, at the suit of Stephen D Bishop

and therein to receive a declaration upon a certain sealed bill, or writing obligatory, bearing date on the Nineteenth day of November, A. D. 1845, by me sealed and delivered to the said Stephen D Bishop

for the sum of Six Hundred and seven ——— dollars, and Thirty seven ——— cents, and to suffer judgment to be rendered against me by default, *cognovit, nil dicit, non sum informatus*, or otherwise, for the sum of Six Hundred and seven ——— dollars, and Thirty seven ——— cents, debt, and for such damages as from said bond may appear due at the time of the rendition of said judgment, together with all costs, and to release all errors of such judgment, and waive all benefit of appeal.

Witness, my hand and seal this Nineteenth day of November A. D. 1845

A. A. Stewart L.S.

L.S.

$607-37/100

For value received I ——— *promise to pay* Stephen D Bishop or order ——— *the sum of* Six Hundred & seven *dollars, and* Thirty seven *cents, one day after date, as witness* my *hand and seal this* Nineteenth *day of* November *A. D.* 1845

A. A. Stewart L.S.

L.S.

388

Execution Docket

Stephen D. Bishop

vs

A. A. Stewart

Debt. 607. 37
Dam. 1. 40
Cost 2. 66
Writ 44
$3.10

Filed July 30th 1846
John Capehart

Recorded

Made May 19. 1846 Plaintiff's attorneys receipt for $315.00 any also made since 2 1846 by plff's attys Receipt $313.74 balance in full of costs including acc. cost. my cost paid me by Seal Atty. and the cost of the suit and of Union Pleas By law.

John Hackman Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF ~~SAID~~ Franklin COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the Fourteenth day of April A. D. 1846.

Stephen D. Bishop recovered against A. A. Stewart

as well as the sum of Six hundred and Seven dollars and Thirty Seven cents for His — debt, as the sum of One dollars and Forty — cents, for damages as also the sum of $2.66. for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said A. A. Stewart

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Fourteenth day of April 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 Stephen D. Bishop

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 14th day of April A. D. 1846.

John Cassil *Clerk*

Civil/Domestic Case File

Case No. 1846-CV-0012

No. 46-CV-12

Union Common Pleas Court.

Erastus Martin
Plaintiff,

AGAINST

William Douglas
Defendant.

JUL TERM, 1846

Judgment, vs Defendt

Journal 3 Page 415

Record No. 4 Page 542

Ex. Doc. 1 Page 388

Pre. for Sum.

Erastus Martin

vs

William Douglass

Filed April 14th 1836
John Cassil, Clerk

Copied

127

Erastus Martin
vs
Wm Douglass

Union Com Pleas
April Term 1846
In debt 100.$. Dam. 50.$.

issue Summons returnable forthwith
endorse suit Brot on Deft note of hand under seal
payable to bearer on the 26th of July 1845 for one hundred
dollars and due eight month after date which in the regular
course of Business came into the hands of plaintiff
also for goods sold, money lent, money paid &c

By Wm C Lawrence
his atty

Suit Brot on Defts note of hand under seal payable to bearer on the 26th of July 1845 for one hundred dollars and due in eight months after date, which in the regular course of business came into the hands of plaintiff, also for goods sold, money lent, money paid &c.

By Wm. C. Lawrence
his atty

Union Common Pleas

Austin Martin
vs
William Douglass

Service —	$0.75
Mileage —	40
Copy —	15
	$1.90

Jno M Robinson
Sheriff.

Filed April 16th 1846
John Cabiness, Clerk

Clerk's Fees

Served by copy of this writ left with the wife of the defendant ~~wife~~ at the residence of his family and the contents made known to her by James C Miller April 16th 1846

Jno M Robinson Sheriff.

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon William Douglass

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 Erastus Martin

in a plea of Debt $ 100, damages 50. dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 14th day of April A. D. 1816

John Cassil CLERK.

and in the sum of two hundred dollars for money
then and there paid by the plaintiff for the use
of the defendant and at his request and in
two hundred dollars for money found to be
due the from the defendant to the plaintiff
on an account then and there stated between them
Yet the said defendant hath not paid the
the said sums of money nor any part thereof nor
either of them to the damage of the plaintiff S.O.$.
and therefore upon he brings suit &c By
Wm C Lawrence his atty

Mon Com Pleas
Evaretus Martin
vs Sci fac
Wm Douglass
Nar
Filed May 27. 1846
John Cassil Clk
Court bill mail
Recorded Vol 4 pp 542
+ 543.

The State of Ohio } Union Court of Com Pleas
Union County ss } for April term 1846

Erastus Martin Complains of William Douglass in a plea of Debt for that whereas the said Defendant on the 26th day of July 1845 at the county aforesaid made his certain writing obligatory of that date sealed with his seal (and now to the Court here shown) and then and there delivered the same to the said plaintiff and thereby bound himself to pay to the Bearer (meaning the person holding the same when it should be come due) one hundred dollars eight months after date which period has now elapsed

And also for that whereas the said Defendant on 26th day of July 1845 at the county aforesaid made his certain other writing obligatory sealed with his seal (and now here to the Court shown) and of that date ~~made~~ and then and there delivered the same to a person whose name is unknown to the plaintiff and thereby bound himself to pay to the bearer (meaning the holder of the said writing obligatory when the same should be come due and demandable) one hundred dollars which said writing was then and there in the regular course of business, trasferd to the plaintiff by the said unknown person by delivery of all of which the said Defendant then and there had notice and then and thereby became liable to pay the same to the plaintiff

And also for that whereas the said Defendant on the 10th day of December in ~~and~~ year aforesaid at the county aforesaid was indebted to the plaintiff in the sum of one hundred dollars for the price and value of goods before that time sold and delivered ~~to the plaintiff~~ By the plaintiff to the Defendant at his request.

Ex. Docket page 388

Erastus Martin
vs
William Douglass

Debt.	$100 00
Dam	2 00
Costs	4,54
Writ	41

Service - - - $0 35
Milege - - 25
$0,60

Jno M Robinson
Sheriff

Filed October 14. 1846
John Cryfil Clerk

Recorded

Received this writ Sept 26th 1846
Returned Oct 5th 1846 No property found
where on to Serv--
Jno M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of July A. D. 1846.

Erastus Martin

recovered against William Douglas

as well as the sum of One Hundred dollars ~~and cents~~ for his debt, as the sum of two dollars ~~and cents~~, for his damages as also the sum of $ 4,54 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William Douglas

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the twenty eighth 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 Erastus Martin

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 26th day of Sept. A. D. 1846.

John Cassil Clerk

Filed Sept 25th 1846
John Capiel Clerk

issued Sept 26 - 1846

Ernestus Martin
v.
William Douglass

Sept. 25, 1846.

Issue Execution.

John K. Young, Pltff's Atty.

Civil/Domestic Case File

Case No. 1846-CV-0013

No. 46-CW-13

Union Common Pleas Court.

Andrew Bowman
Plaintiff,

AGAINST

James McIlroy
Defendant.

OCT TERM. 1846

Settled.

Journal 3 Page 448 463

Record No. Page

Ex. Doc. Page

Andrew Bowman
vs
James McIlroy
Transcript ~~Bill~~ .81 ~~[illegible]~~

Filed April 15th 1836
John Cassil, Clerk

Cost bill made
No Record

Copied

42

Andrew Bowman vs James McIlroy

Damage $6.00

Jus fee on sum	.12½
2. Sub	.41
Judg	.25
Swearing Witnesses	.24
Const on sum	.25
on Sub	.55
Witnesses fees	3.25
Transcript fee	.31
2 bail bonds fee	.50
fifa fee	.25

Action of Trover in Damage $10.00 for detaining a grist and Bag of Corn of Plantiff

January 2d 1846 summons issued Delivered to Const. Hall returnable the 10th inst at 1 o'clock P.M. Returned endorsed Served on defendant by reading this 2d day of Janr 1846 fees 25 cents Geo Hall Const.

Janr 2d 1846 subpoena issued ~~for~~ order of Plantiff for Geo Hall Franklin Maxwell Saml Maxwell and James Dirsey Ret endorsed Served on the within named persons on the 6th of Janr 1846 by reading fees 55 cents Geo Hall Const.

Janr 9th 1846 Sub issued by order of Defendant for Zachariah McIlroy and John McIlroy Delivered to Defendant Returned endorsed served by reading J. McIlroy

Anson Darrow Called witness }

The Plantiff in this cause being an unresident of the township was required to give bail for Cost And thereupon he and Asa Clark came before me and acknowledged themselves Jointly and Severly to owe and stand indebted to James McIlroy defendant in the sum of Seventy five Dollars to be levied upon their respective Goods Chattels lands and tenements upon this Condition that if said Bowman and Asa Clark shall pay all the Cost that may accrue in the prosecution of the said action of Andrew Bowman against James McIlroy when Judgment is rendered therein by me then the above recognizance is to be null and void otherwise to be and in full force

Asa Clark

Andrew Bowman

Taken and acknowledged before me this 10th day of Janr 1846 D. Danforth J.P.

January 10th 1846 Parties appeared redy for trial all the above witnesses present and sworn. after hearing the proofs and aligations of the parties it appears that the Plantiff is intitled to Six Dollars damage. therefore judgment is rendered against Defendant for Six Dollars damage and cost taxed at $5.31 Janr 15th 1846 fifa issued Delivered to Const Hall. Ret by order of Justice Geo Hall Const

In the action of Andrew Bowman against James McIlroy I Zachariah McIlroy acknowledge my self bail for James McIlroy the appelant in the sum of fifty Dollars to be levied on my goods Chattels lands and tenements if the appelant shall be condemned in the action and shall fail to pay the condemnation and cost that has and may accrue in the Court of Common Pleas

Zachariah McIlroy

taken and acknowledged before me this 15th day of January 1846 D. Danforth J.P.

I hereby certify the above to be a true transcript of my Proceedings in the above cause April 11th 1846 David Danforth J.P.

converted and disposed of the same to his the Defendants own use to the Plaintiffs Damage of ten Dollars. And therefore he brings his Suit

By J. C. Dougherty Atty

Andrew Bowman
vs
James McGlory & Trover
Damage
$10.00

Filed July 13th 1846
John Copeland Clk

State of Ohio } Court of common pleas of Union
Union County ss } County of the April Term in the
year of our Lord Eighteen hundred
and forty six

Andrew Bowman
vs
James McElroy } This cause is brought into this
court by appeal from the docket
of David Danforth a justice
of the peace in and for the Township of Liberty
in said county and thereupon the said Andrew
Bowman complains of James McElroy in
a plea of trover for that whereas the Plantiff
heretofore to wit on the twenty sixth day of
December Eighteen hundred and forty five
was lawfully possessed as of his own property of
certain goods and Chattles to wit one Double
twilled bag made of hemp one Doubled
twilled bag made of flax, two bushels of
Shelled corn two bushels of wheat two Bushels
of Rye of great value to wit of the value of
ten Dollars. And being so possessed, thereof he
the Plantiff afterwards to wit, on the day and
year, and at the county aforesaid casually lost the
said goods and chattles out of his possession
and the same then and there came to the possession
of the Defendant by finding yet the Defendant
well knowing the same to be the property of the
Plantiff but contriving and intending to
injure the Plaintiff in this behalf hath not
as yet delivered the same or either of them or any
part thereof to the Plantiff though often requested
so to do and afterwards to wit on the day
and year aforesaid at the county aforesaid

Filed March 29th 1847
John Cafsie, Clerk

Maupville July 28th 1846

Received of Andrew Bowman in full of a judgment in my favor against him on the docket of Joshua Marshall

Jerry McGlen

Filed July. 13. 1846
John Cassil Clk

Andrew Bowman } In Trover Damages
vs } $18-00.
James McElroy }

Mr. Clark issued a subpoena in the above Case for Jury Roll. William D. Bowman Samuel Motwell as witnesses for the Plaintiff.

J. C. Dougherty Atty. for Plaintiff

Union Cont Pleas

And: Bowman

J. McElroy —

returned by plfs
Atty

Service — $0 37½
Milege — 5
$0,42½

Wm M Robinson
Sheriff
Filed July 22. 1846
John Caird Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon George Hall William D. Bonman Samuel Maxwell,

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 Andrew Bonman *in a certain controversy in said court depending, wherein* Andrew Bonman *is plaintiff, and* James M Elroy *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* Thirteenth *day of* July *A. D.* 1846

John Cassil CLERK.

In Union Com
Pleas

Jas McIlroy
ads
Andrew Bowman

Plea

Filed Oct 10th 1846
John Cassil Clk

Allison & Lurry

James McElroy
vs
Andrew Bowman

In Union Com. Pleas.
In Trover.

And the said James McElroy comes and defends, &c and says that he is not guilty of the said supposed grievances laid to his charge in manner and form as the said Andrew Bowman hath complained against him: and of this he puts himself upon the country, &c and the said Andrew Bowman doth the like.

By Allison & Conroy
His Attys

The plaintiff will also take notice that on the trial of this cause the defendant will give in evidence and insist that since the commencement of this suit, a settlement of all matters in dispute between the parties was had, and the subject matter for which this suit is carried on, was receipted for in full by the said plaintiff.

Civil/Domestic Case File
Case No. 1846-CV-0014

No. 46-CU-14

Union Common Pleas Court.

James W Crawford
Plaintiff,

AGAINST

Bowen Alex R.
Defendant.

Oct 1846.

Judg vs Plff.

Journal 3 Page 479

Record No. Page

Ex. Doc. Page

Union Com Pleas
April Term 1846

J. W. Crawford
vs } in Case
A Baum & P

Praecipe

Filed April 16. 1846
John Cassidy

Cost bill made
No. Record

Copy 7
Copies $.25
Crawford

Union Common Pleas
April Term 1846

James W. Crawford
vs
Alexander R. Baar } In Case
Damage $100.00

The clerk will issue a summons in this case returnable forthwith

Indorse suit brought to recover damages sustained by Plff by reason of Malfeasance Misfeasance and non feasance in office as Justice of the peace &c and other wrongs done the Plff &c

By Jas W Crawford
Atty for Plff

Suit brot to recover damages sustained by Plaintiff by reason of Malfeasance, Misfeasance and Non feasance in office as Justice of the peace &c and other wrongs done to the Plffs &c.

By James W. Crawford
Attorney for Self

Un Ca Plas
James W. Crawford
v.
A. R. Bruce

Service — $0.75
Mileage — 20
Copy — 15
$1.70

Wm M Robinson
Sheriff

Filed April 16. 1866
Jos Carroll

Served this writ by a certified copy of this writ —— Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Alexander R. Bowen Esq.

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 James W. Crawford

in a plea of the Case damages One hundred — dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 16 day of April A. D. 1846.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1846-CV-0015

No. 46-CV-15

Union Common Pleas Court.

Wm Selvery et al
Plaintiff,

AGAINST

Silas G Strong
Defendant.

APR TERM. 1846

JUDGMENT VS DEFENDANT
$448.10

Journal 3 Page 403
Record No. 4 Page 523
Ex. Doc. 1 Page 381

Union Com Pleas

Wm Silvey and
Thomas Orr
vs
Silas G Strong

in assumpsit

Filed April 16th 1846
John Cassil, Clerk

Cost Bill Made

Recorded

S G Strong
ads
Silvey &
Orr

Plea &
Confession

Filed April 16th 1846
John Cassil Clerk

State of Ohio } Union County Court of
Union County ss } Com Pleas April ter
1846

Wm Silvey and Thomas Orr Complain of Silas G Strong in a plea of assumpsit for that whereas the said defendant on the 10th day of April 1846 at the County aforesaid made his certain promisory note in writing and delivered the same to the plaintiffs and then and there thereby promised to pay the said plaintiffs the sum of four hundred and forty eight dollars and ten cents on demand which has been made, and the said defendant then in consideration of the premises and there promised to pay the amount of the said note to the plaintiff on request according to the tenor and effect thereof. Yet he has disregarded his said promise and has not paid the said note nor any part thereof although often requested to the damages of the plaintiff 448 $ 10/100 and thereupon they sue &c By Wm C Lawrence their atty

Silas G Strong
vs } Union Com pleas
Silvey & Orr } April term 1846

And the said Silas G Strong by now comes & defends &c By P. B. Cole his attorney and by virtue of a warrant of attorney for that purpose executed by the said Strong and now here to the Court shewn waives the issue and service of process on the note above specified and accepts a declaration and confesses Judgement in favor of the plaintiff in the sum of 448 $ 10/10 against the said Silas G Strong

By P B Cole
his atty

Ex Docket. P. 391.

Wm Silvey and
Thos Orr
vs
Silas G. Strong

Dam. $448.10
Costs 2.39
Writ 41

Service - $0.35
Mileage - ... 5
Inquest - ... 1.00
advertising - 2.75
$1,65

Wm M Robinson
Sheriff

Filed July 22. 1846
John Cassil Clk

Recorded

advertised.

Received this writ April 28th 1846. Seven May the 8th 1846 on Lot No 41. and 44. in the Town of Murysville in Carroll County Ohio. said Levy made in Connection with a Levy made same time in the case of Charles Switzer vs Silas G. Strong Both of said Lots subject to prior Levy in the case of Lewis Adams vs Silas G. Strong. advertised said Lots in the Argus a News paper published and in general circulation in said County for Sale at the door of the Court House in said County on the 20th day of June at 1 P.M. Between the Legal Hours. forming find the above Lots No 41. & 44. appraised previous to advertising the same, by the oaths of Cyprian Lee, Adam Wolford & Ambrose Metzer - at Eleven Hundred & Fifty Dollars June 20th 1846. Officer the above described Real Estate for Sale that Sale for want of Bidders

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 17. day of April A. D. 1846. William Silvey and Thomas Orr recovered against Silas G. Strong as well as the sum of Four hundred Forty eight dollars and Zero cents for their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents for~~ damages as also the sum of $2,39. 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 Silas G. Strong you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 17th day of April 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 William Silvey and Thomas Orr.

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 28th day of April A. D. 1846.

John Cassil *Clerk*

391

Civil/Domestic Case File

Case No. 1846-CV-0016

No. 46-CV-16

Union Common Pleas Court.

John A Boyard Plaintiff,

AGAINST

Wm Mufield Defendant.

APR TERM. 1848

Dismissed at
JUD'G VS PLAINT'F

Journal 4 Page 109

Record No. No Record Page

Ex. Doc. Page

In Union Com Pleas

John A Bryan
vs
Wm Mansfield

Praecipe – de Assumpsit

Filed April 17th 1846
John Cassil, Clerk

Copied

Allison & Curry
36

John A Bryan
vs
William Murfield

In assumpsit. Damages $400.00

Issue a summons returnable forthwith. Indorse on the writ. "Suit brought on a ~~[illegible]~~ written agreement entered into between the plaintiff and defendant, for a lease by the plaintiff to the defendant, of the 102½ acre tract of land formerly owned by Stephen Latimer, in Mill Creek Township, Union County, Ohio, and conveyed by said Latimer to said Bryan, said lease was entered into in 1842 and continued from year to year, two years rent from April 1st 1844 to April 1st 1846 claimed as due from defendant. Also for two years rent of a certain Messuage lands and premises. Also for use and occupation &c. Also for not improving in a neat workmanlike manner, also For not keeping the premises in tenantable repair &c. Damages claimed as due Four hundred dollars-

By Allison & Curry
Attys for Pltff

To the Clerk of Union Common Pleas
April 17th 1846

Union Com Pleas

John A. Bryan
vs
William Murfield

Service - - - -	$0 37½
Mileage - - -	55
Copy - - -	12½

Wm M Robinson
Sheriff

filed Oct 15 1846
John Cassil Clerk

Served by leaving to Frank Bruensmith & Christian Myers & by Copy left at the residence of Oliver Robinson Oct 9th 1846

Wm M Robinson Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Jacob Bowersmith, Asa Robinson & Christian Myers

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~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* John A. Bryan *in a certain matter in controversy in said court depending, wherein* John A. Bryan *is plaintiff, and* William Mansfield *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* 8th *day of* Oct. *A. D.* 1846

John Cassil CLERK.

"Suit brought on a written agreement entered into between the plaintiff & defendant, for a lease by the plaintiff to the defendant of the 102½ acre tract of land formerly owned by Stephen Latimore in Millcreek Township, Union County Ohio, and conveyed by said Latimore to said Bryan, said lease was entered into in 1842 and continued from year to year two years rent from April 1st 1844 to April 1st 1846 claimed as due from defendant. Also for two years use of a certain messuage lands and premises. Also for use & occupation &c. Also for ~~rent~~ not improving in a neat workmanlike manner. Also for not keeping the premises in tenantable repair &c Damages claimed as due four hundred dollars

By Allison & Curry
Attys for Deft

Union Common Pleas

John N. Bryan
vs
William Mansfield

Service — 35
Mileage — 60
Copy — 25
$1,20

Wm M Robinson
Sheriff

Filed April 17th 1846
Wm Lapsley, Clerk

Served this writ by a certified
Copy of this writ April 17th AD 1846

Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon William Murfield

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 John A. Bryan

in a plea of Assumpsit damages four Hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 17 day of April A. D. 1846.

John Cassil CLERK.

Union Common pleas.

John A. Bryan
vs.
Wm. Murfield

Narr.

Filed Sept 10th 1846
John Vassil Clk

Cost bill made
No. Record

Allison & Curry
Attys.

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

John A. Bryan complains of William Merfield in a plea of Assumpsit for that whereas, heretofore, to wit: in the year 1842, at the County of Union aforesaid, in consideration that the plaintiff at the request of the defendant, would demise and let to him a certain Messuage or Tenement, Lands and premises, being the 102½ acre tract of land formerly owned by Stephen Latimer on which was a Two Story Brick House then occupied by said Merfield, with the appurtenances, to hold the same to the defendant from thence for one Year at and under a certain yearly rent, to wit: the yearly rent of One half of Sixteen acres of wheat upon said premises; One half of the hay and pasturage to be cut and produced from and upon said premises; One Third of the fruit grown upon said premises; One Third of the Crops of every other kind; and one fourth of the sugar to be made upon said premises, payable at the customary times within said Term, he the said Defendant then and there promised the plaintiff to pay him during the said Tenancy the said yearly rent hereinbefore specified, at the times so appointed for payment thereof; and the plaintiff avers that he, confiding in the said promise of the said defendant did afterwards to wit in the year 1842 demise and let to the Defendant the Messuage or Tenement, lands and premises aforesaid, with the appurtenances, to hold the same to the Defendant for the said Term, and at and under the said yearly rent to be paid as aforesaid; And the said plaintiff in fact saith that the said Defendant did, then and there, enter into possession of said premises with the appurtenances, and remained and continued possessed of the same until the expiration of said Term, as Tenant thereof to the plaintiff; and thereupon afterwards and at and upon the expiration of said Term to wit on the 1st day of April in the year 1843, at the County aforesaid, in consideration that the plaintiff at the special request of the Defendant, would permit the Defendant to continue to occupy said Messuage and premises with the appurtenances, and to become tenant thereof to the plaintiff, for and during the Term of One year thereafter ensuing, and so on from year to year as long as the said plaintiff and said Defendant should respectively please, and in consideration that the said plaintiff ~~would~~ at the like request of the said Defendant, had undertaken and

faithfully promised the said Defendant to perform and fulfil all things during the time the said Defendant should do continue such Tenant from Year to Year to the said plaintiff as aforesaid, as had been promised and agreed on, and to observe and fulfil all such promises and agreements, as had been made and concluded upon in and under the aforesaid Demise to be done and fulfilled during the continuance of said Term of One Year by the aforesaid demise granted on the part of the said plaintiff, he the Defendant undertook and then and there promised the said plaintiff to do and fulfil during the time he should so continue tenant of the said premises to the said plaintiff from Year to Year as aforesaid all such promises and agreements as had been made and agreed upon in and under the aforesaid Demise to be done and fulfilled on the part of said Defendant during the continuance of the said Term of One Year by the aforesaid demise granted; and the said plaintiff avers that he confiding in the said promise and undertaking of the said Defendant afterwards, to wit: on the 1st day of April in the Year 1843, at the County aforesaid did permit and suffer the said Defendant to continue to occupy said premises with the appurtenances and to be come tenant thereof to the said plaintiff for and during the Term of One Year, and so on from Year to Year so long as the said plaintiff and said Defendant should respectively please upon the Terms aforesaid; and the said plaintiff in fact says that the said Defendant by virtue of that permission did continue such tenant for a year, and from Year to Year as aforesaid of the said premises with the apurtenances, to the said plaintiff, from thence until the first day of April 1846, to wit: at the County aforesaid; and although after

and during said Tenancy, to wit:
=wards, on the day and year last aforesaid
a large amount of grain, hay fruit and sugar
to wit: One thousand bushels of Oats, One thous=
and bushels of Corn, Five hundred bushels of
Wheat, Five hundred bushels of fruit, and
One thousand pounds of sugar, of the rent
aforesaid, for two years of the said Tenancy
then last elapsed became and was due and
payable from the Defendant to the plaintiff,
Yet the said Defendant though often thereto requested,
hath not paid the said
last mentioned grain, hay, fruit and sugar,
of the rent aforesaid, or any part thereof;

And also for that whereas the Defendant, on
the second day of April 1846, at Union County Ohio
was indebted to the plaintiff in four hundred Dol'
lars for the use and occupation of a Certain
other Messuage or Tenement, Lands and premises being
the 102½ acre tract of land formerly owned by
Stephen Latimer, with the appurtenances of the
plaintiff, by the ~~plaintiff~~ Defendant, at his
request, and by the sufferance and permission
of the plaintiff for a long time held and enjoyed;
And the Defendant afterwards, on the day and year
last aforesaid, in consideration of the premises
promised the plaintiff to pay to him the said ~~sum~~
~~and~~ sum of money in this second Count of said plaintiff's
declaration mentioned on request; Yet the Defen
=dant hath disregarded his last mentioned
promise, and hath not paid the said sum of said
money in this second Count of said plaintiff's dec
=laration mentioned or any part thereof;

And also for that whereas heretofore, to wit:
in the year 1842 at Union County Ohio, in Con
sideration that the Defendant had became
and then was Tenant to the plaintiff of a
Certain other Messuage and premises with
the appurtenances of the plaintiff, he the
Defendant undertook and then and there
promised the plaintiff to ~~improve~~ improve the

premises in a neat workmanlike manner, for and during the continuance of the said tenancy; and although the said tenancy did continue a long space of time, to wit from the time of making the said promise until the 1st day of April 1846, yet the Defendant not regarding his said promise, did not nor would, during the continuance of the said tenancy, improve the said premises or any part thereof in a neat workmanlike manner; and the Defendant from time to time during that time so improperly behaved and conducted himself in that behalf, and used the said premises in so improper a manner that by reason thereof the said messuage and premises then became and were and still are ruinous, dilapidated, and greatly injured;

And also for that whereas heretofore, in the year 1842 at the County aforesaid, in consideration that the Defendant at his request had become and was tenant of the plaintiff of a certain other messuage and premises, with the appurtenances, of the plaintiff, he the defendant undertook and then and there promised the said plaintiff to keep the said tenements and premises in tenantable repair order and condition during his said tenancy, and to leave the same with the appurtenances in as good condition as he found them; and although such tenancy continued for a long time, to wit: from the time of making the said promise until the first day of April 1846, yet the defendant did not nor would during such tenancy keep the said tenements or any part thereof in tenantable repair,

order or Condition; neither did he, ~~leave~~ at the expiration of said Tenancy, leave the said Tenements and premises with the appurtenances in as good Condition as he found them, according to his said promise, and therein made default, and the said Tenements and premises were for and during all that time, and still are in bad and untenantable repair order and Condition and not in as good Condition as the said Defendant found them, and thereby were during all that time and still are greatly injured and depreciated in value; To the Damage of the said Plaintiff Four Hundred Dollars, and therefore he sues, &c.

By Allison & Curry
His Attys.

Copy notice

to keep & return.

Served October 2d
1846. by leaving at
the residence of William
Murfield

State of Ohio, } ss. I, Zenas Hutchinson being
duly sworn, do depose and say, that a notice of
which the within is a copy was served by me on
the second day of October 1846 by leaving a
copy at the residence of William Murfield
by handing the same to his wife or some member
of the family they remarking at the time
that he (William Murfield) ~~being~~ was
absent — Zenas Hutchinson
Subscribed & sworn to this 2d day of 1847
before me — John E Bishop J P

(Copy)

Union Com. Pleas

John A. Bryan
vs.
William Mansfield

To William Mansfield, the Defendant —

Sir:

Take notice, that depositions will be taken in this cause on the part of the plaintiff at the office of Stevens & Bryan in Mansfield, Richland County, on Thursday the eighth day of October instant, between the hours of 10 o'clk A.M. and four o'clock P.M. of that day —

October 1st 1846 —

John A. Bryan
Plff. in person

Filed May 1st 1874
John Castle Mr

William Mansfield
ats
John A Bryan

Union Com Pleas

Clk issue Subpoenas for following witnesses for deft:

Asa Robinson
Elias Drake
John Decks
Wm. Hays
John Smart
Jacob Bowersmith
John Mansfield
Joshua Mansfield

Swan V Andrews
defts. atty.

April 24, 1847

Union Com Pleas

John A. Bryan
vs
William Murfield

Sub for costs

Filed May 4 1847
John Cyrill Clerk

Served the within writ upon the
Robinson by reading to Boversmith
and Christian myers not found May 1, 1847
Fee — Service 12½
mileage 50
Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Jacob Bowersmith

Asa Robinson and Christian Myers

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~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* John A. Boyan *in a certain matter in controversy in said court depending, wherein* John A Boyan *is plaintiff, and* William Murfield *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* 1st *day of* May *A. D.* 184 7

John Cassil

CLERK.

Filed May 14 1847
John Cassel clk

John A. Bryan
vs.
Wm Murfield

Issue Subpoena for Jacob Bowersmith, Asa Robinson, and Christian Myers, Plff's. Witnesses.

Allison & Berry
Attys for Plff.

To the Clerk of Union Common Pleas

Dated May 1st 1847

J. A. Bryan
vs
Wm Mansfield

Precipe. Writ

Filed May 1, 1847
John Cassil Clerk

John A Bryan
vs
Wm Shurfield

In Union Com Pleas
Clerk will issue Subpoena
to Jacob Bowersmith, Asa
Robinson and Christian Myers witnesses
for Plff

To John Cassil Clerk

Allison & Cunningham
Attys for Plff

John A. Bryan
vs.
Wm. Murfield

Praecipe for
Plff's Witnesses.

John A. Bryan
vs.
William Mansfield

Issue subpoena for Jacob Bowersmith, Asa Robinson and Christian Myers, plaintiffs witnesses.

Allison & Berry
attys for plff.

To the Clerk of
Union Com. Pleas.

Dated Oct. 8th 1846.

Served the within writ May 1. 1847 by reading to Asa Robinson, Elias Drake, John Deck, Wm Hays, John Smart John Murfield and Joshua Murfield. Said John Murfield demanded his fees which were not paid Jacob Bowersmith not found

Fees Service 87½
mileage 50

Philip Snider Sheriff

William Murfield
ads
John A Bryan

Writ for Witnesses

Filed May 4. 1847
Thos Cobb Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Asa Robinson Elias Drake John Deck Mr Hays John Smart Jacob Bowersmith John Murfield and Joshua Murfield

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, on the ~~first~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Mr Murfield *in a certain controversy in said court depending, wherein* John A. Bryan *is plaintiff, and* William Murfield *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* 1st *day of* May A. D. 1847

John Cassil CLERK.

Deposition of witness taken in a cause pending in the Court of Common Pleas of Union County and State of Ohio; wherein John H. Bryan is Plaintiff and William Murfield is Defendant, and for said Plaintiff, in pursuance of the notice hereto attached, on the 8th day of October A.D. 1846, between the hours of ten O Clock A.M. and 4 O Clock P.M. of said day - Before me, Hubbard Colby a Notary Public in and for the County of Richland and State of Ohio -

Chas H. Bryan of the County of Richland and State of Ohio, of lawful age, being first duly sworn by me, as hereafter certified, deposes as follows -

William Murfield, Defendant in the above suit brought by John H. Bryan, was for a period of several years a tenant upon the farm of said Bryan in Union County, in this State - The said Murfield was to pay the said Bryan one third of all the grain and produce raised upon the farm, for the rent of said farm; to be delivered annually in the City of Columbus, if not otherwise disposed of by said Bryan; he the said Murfield to furnish all the seed, and at the same time agreeing to keep the farm in first rate repair - He said Murfield further agreed to haul all the manure around the stable belonging to said farm, and spread it wherever required by said Bryan - He further agreed to pasture two or three head of horses belonging to said Bryan, letting them run with his own stock in pasture, but the said horses were only on the place during one season; The first winter after said Murfield took the place, there were two or three horses, and I believe three or four head of cattle, fed by him, the said Bryan furnishing money for hay, and a portion of his own share of those years crop - The said stock was fed so hardly during that winter, that it was found impossible to sell them in the Spring at any price; They were all removed some time in the ensuing Summer from the place - Said Murfield went on from year to year, farming the place - I acted as Agent for Mr Bryan, in managing said farm up to the Fall of eighteen hundred and forty one, when I left the State; I return-

=ed the next ~~year after~~ summer after, and took charge of the farm again for Mr. Bryan - I received at Columbus in the Fall of eighteen hundred and forty or forty one, three small wagon loads of corn, containing about sixty bushels in all, and about fifteen bushels of potatoes from Mr. Murfield at Mr. Bryans residence in Columbus - This was all that was ever received in the shape of rent from that farm, while Mr. Murfield was on it - He had one year about two hundred bushels of corn cribbed ~~for~~ as Mr. Bryans share, this was either in the Fall of 1841 or that of 1842, I am not certain which - He promised repeatedly to haul it down, but did not - In the year following he cribbed, as he said, about one hundred and fifty bushels, of corn for Mr. Bryan - He promised to haul that, but never did - In neither of those years did I, as Mr. Bryans Agent, nor Mr. Bryan himself ever receive any corn - There was during ~~both~~ one of those years, between ninety and one hundred bushels of oats threshed out for Mr. Bryan, which were also promised to be delivered, repeatedly, but never were - I believe there was a crop of wheat put in every year by Mr. Murfield whilst upon that farm; also a crop of potatoes - I never received for Mr. Bryan, nor did he ever receive one bushel of wheat from that farm in payment of rent, whilst Mr. Murfield was on it, nor ever received one cent of proceeds of such wheat, if sold - The seed wheat put in the first year that Mr. Murfield worked the place, Mr. Bryan bought himself, and paid sixteen dollars for it - Mr. Murfield never delivered any wheat raised upon the farm afterwards, nor did he ever repay that amount advanced by Mr. Bryan for seed wheat - The fifteen bushels of potatoes, or thereabouts, stated before, is all the potatoes he ever received from the said farm whilst Mr. Murfield occupied the place - I had reason to believe then, and do believe now, that all of the crops and produce raised upon the said farm, both Murfields and Bryans shares that could be spared

from the use of the [illegible] Murrfields family, was sold for the most part in the market of the town of Dellaware, the proceeds of such sales, being entirely appropriated to the said Murrfields own use. The entire crop of hay, except that of the first winter feed to stock Mr. Bryson had on the place, as before stated, was appropriated likewise by Mr. Murrfield to his own use, without at any time accounting to Mr. Bryson or myself for the value of it.

Some time in the Fall of 1841 or 1842, Mr. Murrfield fed four or five head of cattle with corn and pumpkins from the field nearby. The cattle, he pretended to feed sequarely and well, belonged to Mr. Bryson, and were fed out of his share of corn and pumpkins raised on the place. Mr. Murrfield pretended to feed them about seven weeks. I went up to look at them usually once a week, they were fed excellently while I was there, but I had reason to believe they were fed very poorly in my absence, as there was but little or no improvement in them, and I could see no signs of fresh corn ~~tops~~ stalks upon the ground upon my arrival, although they were very plentiful during my stay at each visit. At the end of seven weeks, I took them away, and sold them for little or nothing, on account of their poor condition. In the Fall of the same year, that of 1841 or 1842, I am not certain which, I left a roan or pied roan horse with Mr. Murrfield at his request, to be used by Murrfield and worked as pay for his keeping. I was about leaving the state and in a hurry to dispose of such property, and not having an immediate chance of selling the horse spoken of, I agreed to leave him with Mr. Murrfield upon the terms above mentioned. He to work him enough to pay for his keeping. Mr. Murrfield has never returned that horse, nor have I ever known what become of him, and if sold, Mr. Murrfield has never accounted to Mr. Bryson or myself for the proceeds of such sale. The condition of the farm, while Mr. Murrfield

was upon it, was in the worst possible state = He permitted the fences to go down, and as I have reason to believe, burnt many of the rails in the winter for fire wood = The stable was almost buried in manure, which he had agreed to haul away, and spread upon the farm = The farm was notoriously in the most ~~ruinous~~ ruinous condition while he was upon it, of any farm in that part of the Country = He spent most of his time in horse racing and getting drunk, and left a boy about seventeen years old to take charge of the place - I wished to remove him, but was afraid he would destroy everything he could while he did remain, if I should take such a course = He was malicious and revengeful, and I believed him capable of doing anything - The brown, or pied roan horse, above mentioned and described, was bought by the said Bryan for sixty dollars, but as horses were selling at the time Mr. Murfield took him to keep, he was not worth over forty five dollars - And further Deponent saith not -

Chas. H. Bryan -

State of Ohio
Muskingum County } ss I Hubbard Colby a Notary Public in and for the County of Muskingum and State aforesaid do hereby certify that the above named Charles H. Bryan Esq was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him subscribed was reduced to writing by him the said Charles H. Bryan Esq and was taken at the time and place specified in the inclosed notice

In testimony whereof I have hereunto set my hand and affixed my official seal at Moundsville this 8th day of October A.D. 1846 Hubbard Colby
Notary Public

Civil/Domestic Case File
Case No. 1846-CV-0017

No. 46-CV-17

Union Common Pleas Court.

William M Robinson
Plaintiff,

AGAINST,

Mary Rickard
Defendant.

JUL TERM. 1846

JUDGMENT VS DEFENDANT

$144 85

Recorded &
Indexed,

Journal 3 Page 423

Record No. 4 Page 348

Ex. Doc. Page

Union Com^n Pleas

Wm. M. Robinson Adr

—

Mary Rickard et al

Filed April 17. 1846
Joh Casnell Clk

Recorded Vol 4 pp 548
& 549.

copied.

Allison & Carey
9. Att 40

William M. Robinson
Administrator of the
estate of Simon Rickard, deceased
vs.
Mary Rickard
Ann Rickard
George M. Rickard

In Assumpsit

Damages $300, 00

I have a summons, returnable forthwith. Endorsed, "Suit brought on a note of hand given by Defendants to plaintiff, for One Hundred and Eighty eight Dollars and fifty ~~Dollars~~ Cents, dated May 25th 1844, and payable Nine months after date: Also for goods sold and delivered, Money had and received, &c.
Damages claimed as due $300,00

Allison & Curry
Attys for plff.

To the Clerk of
Union Common Pleas

Dated April 17th 1846

and the plaintiff brings here into Court, the letters of administration of the goods and estate which were of the said Simon Rickard, at the time of his death, and which letters were, after the death of the said Simon Rickard, to wit, on the 17th day of April A.D. 1844 granted to the plaintiff by the Court of Common Pleas of the County of Union aforesaid, in due form of law, and give sufficient evidence to the said Court here, of the said grant of administration to the plaintiff.

By Allison & Curry His Attys

In Union Com Pleas

Wm. M. Robinson
Admr of Simon Rickard
vs
Mary Rickard et al

Nar

Filed May 21. 1866
John Clark Clk

Court trial waa

Recorded Vol 4 Pg 528
& 549

C. Allison & Curry
1.50

The State of Ohio } Court of Com Pleas of Union
Union County SS } County. April Term A.D. 1846.
William M. Robin-son, administrator of the goods and estate which were of Simon Rickard, deceased, at the time of his death, who died intestate, complains of Mary Rickard, Ann Rickard and George Rickard in a plea of assumpsit, For that whereas, the defendants after the death of the said Simon Rickard, to wit, on the 25th day of May A.D. 1844, at the County of Union aforesaid, made their promissory note in writing, and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff as administrator aforesaid, one hundred and eighty eight dollars and fifty two cents, nine months after the date thereof, which period hath now elapsed.

And, whereas, also, the defendants on the first day of April A.D. 1846, at the County of Union aforesaid, were indebted to the plaintiff, as administrator as aforesaid, in the sum of three hundred dollars, for goods of the estate of the said Simon Rickard, then and there sold and delivered by the plaintiff, as administrator as aforesaid, to the defendants at their request:

And in three hundred dollars, for money then and there had and received by the defendants, for the use of the plaintiff as administrator as aforesaid.

And the defendant afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff as administrator as aforesaid to pay him the several monies last above mentioned, on request: yet the defendants have disregarded all their promises aforesaid and have not paid any of the said moneys, or any part thereof, to the damage of the plaintiff, as administrator as aforesaid of three hundred dollars: and thereupon he brings suit. &c.

Union Cont Pleas

Wm M. Robinson

Adm.

vs

Mary Rickard et al

Served by Certified Copies on the with Defendants April 17. 1846

James Riddle Cons

Serv	75
Copies	45
Mile	55
	$1.75

Filed April 17. 1846

John Cassil

Clerk

19

debt but on a note of hand given by Defendants to Plaintiff for one hundred and eighty eight dollars and fifty two cents dated May 25. 1844, and payable nine months after date, also for goods sold and delivered &c. damages claimed is due $300.00

Allison Lowry Atty for Plffs.

April 17. 1846.

STATE OF OHIO, UNION COUNTY, SS: Coroner

TO THE ~~SHERIFF~~ OF SAID COUNTY, GREETING.

We command you to summon Mary Rickard Ann Rickard & Geo M Rickard

Forthwith to appear ~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto Wm M. Robinson Administrator of the Estate of Sina Rickard decd.

in a plea of Assumpsit damages Three hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 17 day of April A. D. 1846

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1846-CV-0018

No. 46-CV-18

Union Common Pleas Court.

Aaron Thornton
Plaintiff,

AGAINST

David Johnson
Defendant.

OCT TERM. 1846

Settled

Journal 3 Page 463

Record No. No Record Page

Ex. Doc. Page

Union County Ten

Aaron Thornton
vs
David Johnson

fees - - - $1-25

Wm M Robinson
Sheriff

Filed July 13. 1846
J. W. Carrie Clk

April 20th A D 1846 - Returned this writ by order of plaintiff - the parties compromised by the defendant delivering the said coult to plaintiff and paying the costs that at Two Dollars & 25 cents —

Wm M Robinson Sheriff

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 Aaron Thornton the following goods & chattels, to wit: one sorrel mare colt two years old this year, white face one hind foot white which David Johnson wrongfully detains from the said Aaron Thornton, as is said and that you also summon the the said David Johnson 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 Aaron Thornton for the wrongful detention of the goods & chattels aforesaid: Damages One Hundred dollars and have you then there this writ

Witness John Cassil, Clerk of said Court this 20th day of April A. D. 1846 John Cassil, Clerk

Union Common Pleas

Aaron Thornton
vs
David Johnson

Praecipi

Filed April 20. 1846
Joh Cassil Clk

Cost, Billman
No Record

Copied

18

Aaron Thornton
vs
David Johnson

In Replevin
Damages 100.$.

Issue a writ of Replevin Endorse suit
Brot to recover possession of one Sorrel mare colt
two years ~~of this~~ old this ~~spring~~ year white face one
hind foot white of the valued 50.$. of the goods
and chattes of the plaintiff wrongfully detained
by the defendant By Wm C Lawrence
his atty

State of Ohio Union County ss } Personally appeared
Aaron Thornton who being duly sworn says that
he has good right to the possession of the above
described colt and that the same is wrongfully
detained from him by the deft and the the colt
was not taken from him on any writ of Execu-
tion issue upon any Judgement rendered against
him nor for the payment of any fine Tax or amerce-
ment assessed against him nor upon any writ
of Replevin nor upon any mesne or final
process whatsoever issued against him

Aaron Thornton
Sworn to and Subscribed before me
this 20th day of April 1846
John Capsil, Clerk

Civil/Domestic Case File
Case No. 1846-CV-0019

No. 46-CV-19

Union Common Pleas Court.

L. H. Hastings
Plaintiff,

AGAINST

Michael Cramer et al
Defendant.

OCT TERM. 1846

JUDGMENT VS DEFENDANT
$227 68

Journal 3 Page 463

Record No. 4 Page 621

Ex. Doc. 1 Page 436

Union Common Pleas

S. H. Hastings
vs. }
Michael Crame jr
Michael Crame sen.

Praecipe

Filed June 11. 1846
John Cassil Clk

Allison & Cum
Attys.

Costs. 12.

L. H. Hastings
vs.
Michael Cramer jr
and
Michael Cramer Sen.

In Assumpsit
Damages $300,00.

Upon a Summons, returnable at next Term. Indorse Suit brought on a note of hand made by Defendants to plaintiff or bearer, for One Hundred and Seventy eight Dollars and Eighty One Cents, with interest from date, and dated March 24th 1842 and payable Two years after Date. Also for goods sold and delivered, Money had and received, &c. Damages Claimed as due $300,00.

Allison & Curry
Attorneys for plaintiff.

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

Dated June 11th 1846.

Suit brot on a Note of hand made by Defendants to Plaintiff or bearer for One hundred and seventy eight dollars and eighty one cents with interest from date and dated March 24th 1842 and payable Two years after date also for goods sold and delivered Money had and received &c damages claimed as due $300.00

Allison & Curry attorneys for Plaintiff

Union Court Pleas

R. H. Hastings

v

Michael Cramer &
Michael Cramer Dr.

Service ---	$0.55
Copies - - - - -	50
Mileage - - - - -	75
	$1,80

Wm McRobinson
Sheriff

Filed July 13. 1846
John Cassil Clk

Served this writ June 18th 1846 - by certified copy of this writ to Each of the within named defendants -

Wm McRobinson Sheriff

Copies

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon Michael Cramer Jr. and Michael Cramer Sr.

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 S. H. Hastings

in a plea of Assumpsit damages Three hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 11th day of June A. D. 1846.

John Cassil CLERK.

In Union Com Pleas

L. H. Hastings

vs

Michael Cramer Jr &
Michael Cramer Senr

In Assumpsit - Narr

Filed September 2d 1846
John Cassil Clk

Cost Bill made
Recorded

Allison & Curry

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

L. H. Hastings complains of Michael Cramer Jr. and Michael Cramer Sen. in a plea of assumpsit; For that whereas, the defendants on the 24th day of March A.D. 1842. at the County of Union and State of Ohio. made their promissory note in writing, and delivered the same to the plaintiff: and thereby then and there promised to pay to the plaintiff, or bearer. One hundred and Seventy eight dollars and eighty one cents, two years after the date thereof. with interest from the date thereof. which period hath now elapsed:

And whereas also the defendants, on the 1st day of April A.D. 1845, at the County of Union aforesaid, were indebted to the plaintiff in the sum of three hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request;

And in three hundred dollars for money then and there had and received by the defendants for the use of the plaintiff:

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

By Allison & Curry His Attys

Ex. Docket Page 436

J. McMastings
vs
Michael Brauner for &
Michael Brauner do

Damage $237.68
Costs 5.98½
Increase 1.57
Writ .41

Filed June 27. 1848
Plts Costs elk

Mcorder

Received this writ May 25. 1848. No goods or Chattles found whereon to levy. I therefore levied upon the following described real estate to wit: lying and being in the County of Union and State of Ohio. part of a survey of land in Union County & State aforesaid and on the waters of Fulltons Creek in the Virginia Military lands located in the name of Wm Pelham and patented to Charles Blagrove assignee of said Pelham for twelve hundred acres and the said tract then conveyed to Parthenia Blagrove by will of said Charles Blagrove and then by said Parthenia by her attorney in fact George C. Bonford to the aforesaid Plummer the said tract ~~this~~ levied upon being part of said survey and known as lot No. one agreeable to a division of the same made by said Plummer as will appear by a Platt of record dated March 13. 1833 said lot containing One hundred acres and bounded as follows. to wit: Begining at three hickories & an Elm in the line of Buller Claibourns survey No 6293 thence with the line of said survey N 15. W. 106 poles to a stake corner to the Stall of the town of Richwood thence S. 72 W with the line of sd Town Platt 151 to a stake & 2 ashes also corner to Mary Beddles & John Grahams lands thence S 18° E. 106 poles with said Grahams line to a stake Beech & 2 ashes in the original line thence N 72° E 151 poles with the original line to the place of Begining. Not advertised for want of time. June 27. 1848

Fees— mileage 60
service 35
levy 35 = $130

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the Fourteenth day of October A.D., 1846. Levin H. Hastings recovered against Michael Cramer Jr and Michael Cramer, Sr, as well as the sum of Two Hundred and Twenty Seven dollars and Sixty eight cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of 5,98½ for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, as we have heretofore commanded you, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Michael Cramer Jr + Michael Cramer Sr you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Fourteenth day of October A.D., 1846, until paid; also the sum of $ 1,51 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 Levin H. Hastings

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 25th day of May A.D., 1848.

John Cassil Clerk.

Ex. Docket page 436

L. H. Hastings
vs
Michael Cramer jr
& Michael Cramer sr

Damages $227,68
Costs 598½
Writ 41

Recorded

Received this writ Nov 20th 1846
Returned this writ without levy by order of
the Plaintiff
Fee = Arrest 35
Mileage 15 $1.10 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 14th day of October A. D. 1846.

L. H. Hastings recovered against Michael Cramer jr & Michael Cramer sr

as well as the sum of two Hundred & twenty seven dollars and sixty eight cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $5,98% for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Michael Cramer jr & Michael Cramer sr

you cause to be made the ~~debt,~~ damages and costs aforesaid, with interest thereon from the 14th day of October A. D. 1846, until paid: also the sum of $ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Hastings

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 19th day of October A. D. 1846.

John Cassil Clerk

Filed May 24. 1848
John Cassil clk

Levin H Hastings
vs
Michael Cramer et als

Judgment in Union Com Pleas

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

Allison & Curry Attys for Plff

To John Cassil Clerk.

May 24th 1848

Hastings
vs
Cramers

Proc for Ex

L. H. Hastings
vs
Michael Cramer Jr &
Michael Cramer Sr

} Judgt in Union Com Pleas
Oct Term 1846
Issue an execution
in the above case

To John Cassil, Clerk
Nov 7th 1846

Allison & Curry Attys for Pltff

Civil/Domestic Case File

Case No. 1846-CV-0020

No. 46-CN-20

Union Common Pleas Court.

Charles W Tite & Wife
Plaintiff,

AGAINST

William Kimsdirfer
Defendant.

MAY TERM. 1847

Struck from Docket

No Record.

Journal 4 Page 3.

Record No. Page

Ex. Doc. Page

Union Com Pleas

Charles White
& Wife } Case
vs.
John Keens & Wife

Precipe

Filed June 15. 1846
John Carrill clk

Cost bill made

Copies 24

Charles W White and his wife Martha White
vs
John Keens and Catharine Keen his wife

Union County Court of Com Pleas
In case Slander
Damages 3.000.$.
Issue a Summons returnable on the first day of next term

Endorse "Suit Brot to recover damages for the the Speaking uttering publishing and saying by the said Catharine of and concerning the said Martha White wife as aforesaid on or about ~~the first day of~~ January 1846 and on divers days since the following false scandalous Malicious slanderous and defamatory words." Martha White and her father had measured Chas White's wheat and it staid measured up. (Meaning thereby that Martha White's child was the child of her father Wm Conklin) and old Billy Conklin (meaning the said Martha's father) would have to come back ~~again~~ and measure it over again for Charles White (meaning the husband of the said Martha) was not man enough. Martha White's father was the father of her child and old Billy Conklin kept her ~~as a miss~~ (meaning the said Martha) as a miss meaning as a strumpit to plaintiffs Damage 3000.$.

By Wm C Lawrence
atty for pltff

damages for the speaking, uttering publishing and saying by the said Catharine of and concerning the said Martha White wife as aforesaid on or about the fourth day of January 1846. and on divers days since, the following false scandalous, malicious slanderous and defamatory words, Martha White and her father had measured Charles Whites. Wheat. and it staid measured up (meaning thereby that Martha Whites Child, was the Child of her father Wm Conklin) and old Billy Conklin (meaning the said Martha's father) would have to come back and measure it over again for Charles White (meaning the husband of the said Martha) was not man enough Martha Whites Father was the Father of her Child, and old Billy Conklin kept her, (meaning the said Martha) as a Miss. meaning as a strumpet, to Plaintiffs damage $3000.

By. W C Lawrence atty for Plff

Union Com~ Pleas

Charles White & wife

vs Case

John Reens & wife

Service	$0 55
Mileage	50
Copies	50
	$1,55

Wm McRobinson
Sheriff

Filed July 16. 1846
John Carnil Clk

Served this writ by certified copy of this writ to each of the within named Defendants —
July 14th 1846 Wm McRobinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon John Keens & Catharine Keens his wife

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 Charles W. White and his wife Martha White

in a plea of Case damages $300.00 dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 15th day of June A. D. 1846.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1846-CV-0021

No. 46-CU-21

Union Common Pleas Court.

Lyne Starling, Plaintiff,

AGAINST

Stephen Lattimer, Defendant.

OCT TERM. 1846

JUDGMENT VS DEFENDANT

$2427 12

Journal 3 Page 467

Record No. 4 Page 632

Ex. Doc. 1 Page 46-2

Ottawa Com Pleas

Lyne Starling
v
Stephen Latimer

Praecipe

Filed June 23d 1846
John Cassil Clk

Cost Bill made
Recorded

Swan & Andrews
Copies 2/.

S

Lyne Starling
v
Stephen Latimer

Union Com Pleas
Assumpsit Damages $3500
Issue Summons returnable

at next term &c

Endorse "Suit brought on nine notes of hand made by deft. to Lyne Starling Jr. or order and endorsed by him to pleff. to wit one for $258.40 payable on or before 8th January. AD 1842 with int. from date and dated Apl. 8. 1841; another of same date for $258.40 payable January 8. 1843 with interest from date; another of same date for $258.40 payable January 8. 1844 with interest from date; another of same date for $258.40 payable January 8. 1845 with interest from date; another of same date for $258.40 payable January 8. 1846 with interest from date; another dated July 9. 1842 for $220.80 payable on or before January 1. 1845; another note dated December 21. 1841 for $186.66 2/3 payable on or before Decr 21. 1843 with interest from date; another note dated December 21. 1841 for $186.66 2/3 payable on or before December 21. 1844 with interest from date; another note dated December 21. 1841 for $186.66 2/3 payable on or before December 21. 1845. with interest from date. Also for money lent and received, lent, paid out &c and for goods sold, bargained and sold and on an account stated, &c. amount claimed $3500"

Swan & Andrews attys for
Pleff

To Clerk Com Pleas Un. Co.

June 23 1846

Suit brot on nine Notes of hand made by Deft. to Dyre Starling Jr or order, and endorsed by him to plaintiff to wit one for $258.40 payable on or before 8th January AD 1842, with int from date and dated April 8. 1841. — Another of same date for $258.40 payable January 8. 1843. with interest from date, Another of same date for $258.40 payable January 8. 1844. with interest from date, — Another of same date for $258.40 payable January 8. 1845. with interest from date Another of same date for $258.40 payable January 8. 1846 with interest from date, — Another dated July 9. 1842 for $220.80 payable on or before January 1. 1845 — Another note dated December 21. 1841. for $186.66⅔ payable on or before Decr 21. 1843. with interest from date — Another note dated December 21. 1841 for $186.66⅔ payable on or before December 21. 1844. with interest from date — Another Note dated December 21. 1841. for $186.66⅔ payable on or before December 21. 1845. with interest from date also for money lent and received, lent paid out &c, & for goods sold bargained and sold. and on an account stated &c, amount claimed $3500.

Swan & Andrews attys for Plaintiff

Union Court Clerk

Dyre Starling
vs
Stephen Salmon

Assumpsit Writ

Service - - - - 40-35
Mileage - - - - 75
Copy - - - - 20
$1,30

Filed July 22. 1846
Ash Carr Clk

Served July 15th 1846 — by certified Copy of this writ —

Wm M Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Stephen Latimer

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 Lyne Starling

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

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 23d day of June A. D. 1846.

John Cassil Clerk.

Union Com Pleas

Lyne Starling

v

Stephen Latimer

Mar.

Filed July 29th 1846
John Cassie, clerk

Swan & Andrews

Declaration in Assumpsit. Sold by C. Scott, Columbus

THE STATE OF OHIO, Union COUNTY, SS.

Court of Common Pleas, July Term, 1846.

Lyne Starling

plaintiff in this suit complains of Stephen Latimer

(~~the Sheriff of said county having returned not found as to against whom process herein also issued,~~) defendant in this suit in a plea of assumpsit; ~~for that whereas the defendant and said~~ For that whereas on the day of A. D. 18 at to wit: at the county aforesaid, made promissory note in writing, and then and there delivered the same to one and thereby then and there promised to pay said the sum of dollars and cents after the date thereof, which period has now elapsed; and the said then and there endorsed the same to the plaintiff whereof the defendant and the said then and there had due notice, and then and there, in consideration of the premises, promised the plaintiff to pay the amount of said note, according to the tenor and effect thereof. And for that whereas, also, the defendant and the said on the day of A. D. 18 at to wit: at the county aforesaid made certain other promissory note in writing, and then and there delivered the same to one and thereby then and there promised to pay said the sum of dollars and cents after the date hereof, which period has now elapsed; and the said then and there endorsed the same to the plaintiff whereof the defendant and the said then and there had due notice, and then and there, in consideration of the premises, promised the plaintiff to pay the amount of said note, according to the tenor and effect thereof. ~~And for that whereas, also~~, the defendant ~~and the said~~ on the first day of March A. D. 1846 at the county aforesaid was indebted to the plaintiff in the ~~further~~ sum of thirty five hundred dollars, for the price and value of goods before that time bargained and sold by the plaintiff to the defendant at his request; also, in the further sum of thirty five hundred dollars, for the price and value of goods before that time sold and delivered by the plaintiff to the defendant at his request; also, in the further sum of thirty five hundred dollars, for work and labor before that time done, and materials for the same provided by the plaintiff for the defendant at his request; also, in the further sum of thirty five hundred dollars, for so much money before that time by the plaintiff lent and advanced to and paid, laid out and expended for the defendant at his request; also, in the further sum of thirty five hundred dollars, for so much money before that time had and received by the defendant for the use of the plaintiff; and also, in the further sum of thirty five hundred dollars, found to be due from the defendant to the plaintiff on an account before that time stated between them. And whereas, the defendant ~~and the said~~ in consideration thereof, afterwards, to wit: on the day and year last aforesaid, at the county aforesaid, promised the plaintiff to pay him said several sums of money when requested; yet the defendant ~~nor the said~~ although afterwards requested so to do, hath not paid said several sums of money, nor any part thereof, to the plaintiff but hath neglected and refused, and still neglect and refuse to do so, to the damage of the plaintiff thirty five hundred dollars, wherefore he sues.

Swan & Andrews
Pltffs Attys

C.P. 4552

Lyne Starling

vs

Stephen Latimer

venedi

Damages $2421.12

Costs 5.43

increase cost 10.88

Cr aug 3/47 $10.
" 14/50 7.43

Filed April 5 1852
James Linn Clerk

Endorse

Sworn by Andrew Shelby Atty for Deft

Received this writ February 25 1852 and the within described Real Estate Advertised in the Marysville Tribune a News Paper published and in General circulation in union County Ohio for at least thirty days previous to the day of Sale afterwards to wit on the fifth day of April AD 1852 it being the day i Advertised the same to be sold between the Legal hours of ten oclock AM and four oclock PM offered the same at the door of the court house in said County at Public Auction and not sold for want of B[illegible]ders

Fees Mileage 5
Levy 35
Advertising 25
Binders fee 1 50
$8 15

William C Mullin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting;

WE command you to expose to sale those Lands and Tenements of Stephen Lattimore to wit the following described real estate to wit Begining at a stake in the centre of the road, the south east corner of land sold by Storling & Highland thence N 9¾ W one hundred and Seventy Poles along Highlands line to a black ash on a blanch, thence up the same with its Meander to the west line of the survey in the centre of the cross road. running south and north. thence N 9¾ W. along the centre of said road Seventy four poles to the N. W. corner of Barksdales Survey of 650 acres. corner trees three beeches gone. thence N 81° E along the north line of said survey to a large sugar & small beech, N. W. corner of land sold by Storling to Stephen Latimer. thence South 9¾° E 264 poles crossing branch at 8, 18, 116, 119, 132, 164 & 224 poles to the road leading from Dublin to Pleasant valley, thence N 74½° W along the road 27 poles. thence N 51½° W along the said road 16 poles to the place of begining containing one hundred & Eleven acres more or less part of survey N 3452 of 650 acres in the name of William Barksdale situate in the County of Union and State of ohio. also thirty two acres situate in the same county. being part of survey N 3452 of 650 acres bounded as follows begining in the centre of the road from Dublin to Dorty where the west line of the survey crosses the road. thence with the centre of said road eastwardly towards corner. thence North 9° 45. west 170 poles along. Words line to a black ash on the run. thence up the run to the west line of the survey. thence South 9° 45. east with said line to the besining

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 Lyne Starling

the sum of Two thousand four hundred and twenty one dollars and Twelve cents for his ~~for~~ damages, together with $ 5. 42 for his costs, with interest thereon from the 15th day of October A. D. 1846 until paid, which late in our said Court the said Lyne Starling recovered against the said Stephen Latimer

as of record is manifest. Also, $ 10. 88 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Lyne Starling

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

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

James Irwner Clerk.

Ex. Docket page 453

Lynn Martin
vs
Stephen Latimer

Ann.	$2421 12
Costs	5 42
Increase	4 01
Writ	41

Sale Aug 3rd 1847
John Garrett Clk

Recorded

Received this writ May 31st 1847. No other goods or Chattles lands or tenements found whereon to levy. I duly advertised the within described real estate for sale by publication in the argus a newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of sale. I afterwards to wit. on the 3rd day of August 1847 in pursuance of said notice proceeded to offer said real estate for sale at the door of the court House in Marysville in said County and not sold for want of bidders same day made in cash $10.00 my fees retained being $3.65.

Fees - mileage	75
Advertising	25
Printers fee	4.50
Service	35
Poundage	20

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 Stephen Latimore, to wit; one Hundred & eleven acres of survey 3452 beginning at a stake, the S. E. corner of land sold to Highland thence N. 9½° W. 170 poles along Highlands line to a black ash thence up the branch with its meanders to the West line of the survey thence N. 9½° W. seventy four poles to the corner of Barkdale survey thence N. 81° east to a large sugar & small beech thence S. 9¾° E. - 264 poles to the Dublin & Pleasant Valley Road then N. 74½° W. 27 poles thence N. 5½° W. 16 poles to the beginning — Also 32 acres of same survey beginning at a stake in Dublin & Darby Road thence with the said Road & c. For further description see Execution Book

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 Lyne Starling the sum of two thousand four Hundred & twenty one dollars and twelve cents, for his damages, together with $ 542 for his costs, with interest thereon from the 14th day of October A. D. 1846 until paid; which late in our said Court the said Lyne Starling recovered against the said Stephen Latimore as of record is manifest. Also $ 401 increase of costs, and accruing costs. And if in in your opinion the property in your hand is insufficient to satisfy said judgt. you are in that case you are commanded of the goods & chattels lands & tenements or either as the law shall permit you bring the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgtment

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 Lyne Starling

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 31st day of May A. D. 1847.

John Cassil CLERK.

Ex. Docket page 152

Lynn Darling
vs
Stephen Latimer

Dam. $2421.12
Costs 5.42
Writ .41

Fees mileage .75
inquest 1.00
35
advertising 1.50
appraisers 1.50
Philip Snider Sheriff

Filed May 5, 1847
Wm Cogsil Clerk

Recorded

Received this writ March 22nd 1847. By virtue of this writ I levied on the following described Real Estate, to wit; Begining at a stake in the centre of the road the south east corner of land sold by Sterling & Highlands thence N 9¾° W. one Hundred & seventy poles along Highlands line to a black ash on a branch. thence up the same with its Meanders to the west line of the survey in the centre of the cross road running South and north thence N 9¾° W. along the centre of said road seventy four poles to the N. W. corner of Barksdales survey of 6.50 acres. corner trees three beeches gone. thence N 81° E. along the north line of said survey to a large sugar & small beech N. W. corner of land sold by Sterling to Stephen Latimer thence South 9¾° E. 264 poles crossing branch at 8. 18. 116. 119. 132 164 & 224 poles to the road leading from Dublin to Pleasant Valley. thence N 83° W. 32 poles to the west bank of the branch in the road thence N 74¼° W. along the road 27 poles thence N 51¼° W. along the said road 16 poles to the place of begining, containing one Hundred and Eleven acres more or less. part of survey No 3452 of 6.50 acres in the name of William Barksdale, situate in the County of Union and State of Ohio. Also thirty two acres situate in the same County; being part of survey No 3452 of 650 acres bounded as follows: begining in the centre of the road from Dublin to Darby where the west line of the survey crosses the road, thence with the centre of said road eastwardly towards corner thence North 9° 45 west 170 poles along Wards line to a black ash on the run; thence up the run to the west line of the survey; thence South 9° 45' East with said west line to the begining. Had the above described land appraised same day by the oaths of Timothy Winchester, John Robinson & David C. Ellis as follows the 111 acres at $23 per acre and the 32 acres at $16 per acre there being no goods & chattles found whereon to levy April 2nd 1847. Not for Sale for want of time

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* 14th *day of* October *A.D.,* 1846.

Lyne Starling *recovered against* Stephen Latimore

as well as the sum of Two thousand four Hundred & twenty one *dollars and* twelve *cents for* his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ *damages as also the sum of* $ 5,42 *for* his *cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said* Stephen Latimore

you cause to be made the ~~debt,~~ *damages and costs aforesaid, with interest thereon from the* 14th *day of* October *A.D.,* 1846, *until paid; also the sum of* $ *the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said* Lyne Starling

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* 17th *day of* March *A.D.,* 1847.

John Cassil Clerk.

Starling
vs
Latimer

Lyne Starling
vs
Stephen Latimer } Union Com. Pleas.

Please issue execution in the above case.

Swan & Andrews,
attys for Pltff.

To Clerk of Union
County Com. Pleas,
March 12. 1847.

Dr. Sir,

Please have the above mentioned execution issued and placed in the Sheriff's hands at once. and oblige,

Yours truly
Swan & Andrews.

March 12. 1847.

Civil/Domestic Case File

Case No. 1846-CV-0022

No. 46-CU-22

Union Common Pleas Court.

Jane McMulvane
Plaintiff,

AGAINST

Hiram Ross,
Defendant.

TERM. 1846

Bastardy

Dismissed

No Record.

Journal 3 Page 442

Record No. Page

Ex. Doc. Page

State on Complt of
Jane McNulvane
—
Hiram Ross.

Filed July 2. 1846
John Cassil Cl

Mittimus
Justice fees
Filing affidavit 25
Issuing warrant 25
Swearing complainant
& Investigating case 25
Mittimus — — 25
100
Constable costs
Serving warrant 25
Mileage — — 10
Keeping prisoner 50
$1.85

Commitment — $0.50

135

State of Ohio Union County ss

To the Keeper of the Jail of the County aforesaid Greeting whereas Hiram Rags has been arrested and Brought before me J B W Haynes a Justice of the peace in and for said County By warrent Issued by me on a Compeaint of Basterdy made against him by Jane Mc Mullvain an unmarried woman and resident of said County. the said Jane Mc Mullvain, Examined in presence of said Hiram Rags and such proceedings had that said Henry Rags was ordered by me To Enter into Recognisance with Surety in the sum of Two Hundred & Fifty Dollars for his appearance at the next Term of the Court of Common Pleas of said County to answer said accusation which he hath neglected to do — —

Therefore I command you in the name of the State of Ohio to Receive said ~~Hiram~~ Rags into your Custody in the Jail of the ~~said~~ County aforesaid there to Remain untill descharged By due course of Law — Given under my hand and seal this 29th day of June A D 1846

J B. W Haynes J P (Seal)

I certify the above to be a true copy of the original writ Samuel Hamilton Const

Union County

State of Ohio

vs.

Hiram Ross

Habeas Corpus.

fees — $1-00

for warrant

one prisoner — 50

W C Malin Dept Clerk

Filed July 7 1846

John Carnil Clk

July 2nd 1846 — I have the Body of the within named Hiram Ross before the Judge of Probate at the Court House in Marysville Ohio

W C Malin Sheriff

State of Ohio Union County ss.

To W. C. Malin Dept. Sheff & Jailor of Said County Greeting

We Command you that the body of Hiram Ross, in your Custody detained as it is said together with the day and Cause of his Caption and detention by whatsoever name the said Hiram Ross may be known or Called you safely have before Levi Phelps one of the associate Judges of the Court of Common Pleas in and for Said County. forthwith at the Court House in said County to abide such order as the said Levi Phelps shall make in this behalf. hereof fail not and bring this writ with you — Witness John Cassil Clerk of the Court of Common Pleas in and for Said County this 29th day of July AD 1846

John Cassil Clerk

State of Ohio

v

Hiram Ross.
Application
for
Habeas Corpus

Filed July 2. 1846
John Cassil Clk

Cost bill mad

To the Honble Levi Phelps associate Judge of the County of Union

The undersigned respectfully represents to your Honor that he is confined in the Gaol of this County in the custody of Wm C Malin upon the appended authority of the annexed paper which the undersigned considers insufficient for his detention

And prays your Writ of Habeas Corpus that the same may be inquired into and ~~and~~ discharged. Or as in duty bound &c

July 2nd 1846 Hiram Ross

I allow a writ of Habeas Corpus returnable forthwith at the Clerk's office

Clk Com Pleas Levi Phelps Asso Judge

July 2. 1846

Jane Mc Mulvane

v.

Hiram Ross

Filed July 9. 1846
John Cassil Clk

Cost bill made

Know all men by these presents that we Hiram Ross & Josiah Westlake, are held and firmly bound to Jane McMulvane in the penal sum of Two hundred and Fifty dollars, to the payment of which well and truly to be made we bind ourselves our heirs executors & administrators, firmly by these presents Sealed with our Seals and dated this 9th day of July AD 1846
The Condition of this Bond is this whereas the said Hiram Ross, has been ordered to appear at the next Term of the Court of Common pleas, to Answer unto a Complaint of Bastardy by the said Jane McMulvane And ordered by Levi Phelps, one of the associate Judges, of said Court, that the said Hiram enter into Bonds, for his appearance at the next Term of said Court, in the sum of two hundred and fifty dollars, with Josiah Westlake his Security, — Now if the said Hiram Ross, do personally appear on the first day of the next Term of said Court, and so Continue from day to day, and Answer unto said Complaint & not depart the Court without leave then this bond is of no force otherwise to remain in full force, —

Attest
John Cassil Clk

Hiram Ross (Seal)

Josiah Westlake (Seal)

Fees — $1.00
waiting on prisoner — 50

W C Malone Dept Sheff

Filed July 9. 1846
John Cassil clk

July 9th 1846 i Have the Body of the within named Thomas Ross before the Court at the Court House
Levi Chaffee
attest Levi
W C Malone Dept Sheff

State of Ohio Union County ss.

To W. C. Malin Deputy Sheriff & Jailor of said County Greeting
We Command you that the body of Hiram Ross. in
your Custody. detained as it is said. you safely have
before Levi Phelps one of the associate Judges of
the Court of Common Pleas in and for said County
forthwith at the Court House in said County
to abide such order as the said Levi Phelps
shall make in this behalf here of fail not
and bring this writ with you. Witness John
Cassil Clerk of the Court of Com
Pleas in & for said County this 9th
day of July AD 1846.

John Cassil Clk.

Civil/Domestic Case File

Case No. 1846-CV-0023

No. 46-CV-23

Union Common Pleas Court.

Mathew Gowdeng
Plaintiff,

AGAINST

A A Williams
Defendant.

Oct AUG TERM 1846

JUDGMENT VS DEFENDANT

JUDGMENT VS DEFENDANT

Journal 3 Page 468

Record No. 4 Page 623

Ex. Doc. Page

Union Common pleas.

M. Gooding
vs.
A. A. Williams

Praecipe,
in Assumpsit.

Filed July 9. 1846.
John Casil Clk

Allison & Curry
Attorneys.

M. Gooding
vs.
A. A. Williams

In Assumpsit;
Damages $300,00

Issue a summons returnable at next Term. Indorse on the writ, "Suit brought on a due bill given by the Defendant to the plaintiff on the 1st day of August 1843, for One Hundred and Nineteen Dollars, with interest annually. Also for Goods sold and delivered, Money had and received, &c. Damages claimed as due, $300,00

Allison & Curry
Attornies for Pltff.

To the Clerk of
Union Common pleas.

Dated July 9th 1846.

Suit bot on a due bill given by the defendant to the Plaintiff on the first day of August 1843 for One hundred and Nineteen dollars with interest annually also for goods sold and delivered, money had and received &c, damages Claimed as due $300.00

Allison & Curry attorneys for Pl ffs.

Union Court Pleas

M. Gooding

v

A. A. Williams

Service ---	$0 35
Milage ---	35
Copy ---	20
	$0 90

Wm M Robinson
Sheriff

Fees July 27. 1846
Jos Carnil Clk

Served July 23rd 1846 – by certified copy of this writ to Deft.

Wm M Robinson
Sheriff

The STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon A. A. Williams

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

in a plea of Assumpsit damages 300. dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 9 day of July A. D. 1846.

John Cassil CLERK.

In Common Pleas

Matthew Gooding
vs
A. A. Williams

In Assumpsit. Scire

Filed September 2d 1826
John Cassil Clk

Cost bill made
Recorded

Allison & Curry

The State of Ohio
Union County SS

Court of Common Pleas of
Union County.
July Term A.D. 1846

Matthew Gooding complains of A. A. Williams in a plea of Assumpsit. For that whereas, the defendant on the first day of August A.D. 1843. at the County of Union and State of Ohio, made his due bill in writing, and delivered the same to the plaintiff: and thereby then and there promised to pay to the plaintiff one hundred and nineteen dollars ~~at~~ the date thereof with interest annually, which period hath now elapsed:

And whereas also the defendant on the 1st day of January A.D. 1844. at the County of Union aforesaid, was indebted to the plaintiff in the sum of Two hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request.

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

And the defendant afterwards, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein last above mentioned on request; yet the defendant has disregarded his aforesaid promises, and hath not paid any of the said moneys, or any part thereof, to the damage of the plaintiff of three hundred dollars; and therefore he brings his suit &c

By Allison & Curry His
Attys

Civil/Domestic Case File

Case No. 1846-CV-0024

Union Com Pleas

A. & A. Wolf

—

E. Higsby

Sci: Fac.

Service ---	$0-35
Mileage ---	75
Copy ---	25
	$1,35

Wm M Robinson

Sheriff

Filed July 22. 1846

John Caml Clk

Served this writ July 17th 1846 - by delivering a certified copy of this writ to the Deft

Wm M Robinson Sheriff

Copy'd

The State of Ohio Union County ss.

To the Sheriff of said County Greeting

Whereas. Adam Woolf & Abraham Woolf Merchants trading under the name Firm & Style of A & A Woolf recovered a judgement, before J. B. W. Haynes. one of the Justices of the Peace within and for the said County of Union for the sum of Ten dollars & Twenty Cents damages and $1.47½ Costs against Elisha Higsby upon which said Judgement an Execution was issued by the said J B W. Haynes and returned No goods found whereon to levy and it having been suggested to the said J. B. W. Haines. that the said Elisha Higsby is possessed of lands and tenements as to us appears by a transcript of the said Judgement and proceedings filed in our Court of Common Pleas within and for the said County of Union We therefore Command you, that you make known. to the said Elisha Higsby to appear before our said Court of Common Pleas on the first day of their next Term to show Cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgement and further to do, and receive what our said Court shall then and there Consider of him in this behalf. & have you then there this writ

Witness John Cassil Clerk of said Court at the Court House aforesaid this 9th day of July AD 1846

John Cassil Clerk

Civil/Domestic Case File

Case No. 1846-CV-0025

Union Com Pleas

A. & A. Wolf

vs

E. Higby

Sci Fac

Service ---	$0 35
Mileage ---	75
Copy ---	25
	$1,35

Wm M Robinson
Sheriff

Filed July 22. 1846
John Caniel Clk

Service this writ July 17th 1846 - by delivering a certified copy of this writ to deft
Wm M Robinson Sheriff

Copied

The State of Ohio Union County ss.

To the Sheriff of said County Greeting

Whereas Adam Woolf & Abraham Woolf Merchants trading under the Firm & Style of A & A Woolf recovered a Judgement before I. B. W. Haynes one of the Justices of the Peace, within and for the said County of Union for the Sum of $10.15 damages and $1.47½ Costs against Elisha Higsby upon which said Judgement an Execution was issued by the said I B W Haynes and returned "no goods found to levy" And it having been suggested to the said I. B. W Haynes that the said Elisha Higsby is possessed of lands and tenements as to us appears by a transcript of the said Judgement, and proceedings filed in our Court of Common Pleas, within and for the said County of Union we therefore Command you that you make Known to the said Elisha Higsby to appear before our Court of Common Pleas of Union County Ohio on the first day of their next Term, to show Cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgement, and further to do and receive what our said Court shall then and there Consider of him in this behalf

And have you then there this writ

Witness John Cassil Clerk of said Court at the Court House aforesaid this 9th day of July AD 1846

John Cassil Clerk

Civil/Domestic Case File

Case No. 1846-CV-0026

No. 46-CN-26

Union Common Pleas Court.

Beal Sellman
Plaintiff,

AGAINST

William Mather
Defendant.

JUL TERM. 1846

Decree for Plaintiff

Journal 3 Page 436

Record No. 4 Page 557

Ex. Doc. Page

Mr. William Mather.

Sir. — I am informed that you are in possession of, or claim title to, the premises in the within declaration mentioned, or to some part thereof; and I being sued in this action as a casual ejector, and having no title to the said premises, do advise you to appear at the next term of the Court of Common Pleas within and for the County of Union and State of Ohio, and make yourself Defendant in my stead, otherwise Judgment will be entered against me by default, and you will be turned out of possession.

Richard Roe.

Dated July 8th 1846

Union Common Pleas.

Beall Sellman
vs.
William Mather

Declaration in Ejectment.

Service — $0.35
Mileage — 20
Copy — — — 50
$1,05

Wm M Robinson
Sheriff

Filed July 13 1846
Lot Hill Mad

Allison & Curry
for Pltff

Served this writ July 11th by delivering a certified Copy of the within Declaration and Notice, to the within Named William Mather — July 13th A D 1846

Wm M Robinson Sheriff of
Union County O

Court of Common Pleas of Union County,
Of the Term of April, in the year 1846.

The State of Ohio, Union County, ss. — John Doe complains of Richard Roe, for that Beall Sellman on the 1st day of January 1840, at the County of Union aforesaid, had demised to the said John the following lands and tenements, to wit: a tract or parcel of land situate in Union County, Ohio, and bounded and described as follows; being part of Survey No. 5504, Beginning at a Hickory and Sugartree, the original South East Corner to said Survey; Thence N. 11° W. 112 poles to a stake and small Water Beech; Thence S. 80° W. 228 poles to a red oak and ash; Thence S. 10° E. 112 poles to a dogwood and Beech; Thence N. 80° E. 228 poles to the beginning, containing 164 acres, more or less; and also ten messuages, ten Cabins, ten barns, ten stables, ten orchards, ten outhouses, ten yards, ten gardens, Thirty acres of arable land, Thirty acres of Meadow land, Thirty acres of pasture land, Thirty acres of Woodland, Thirty acres of land covered with water, and Thirty acres of other land, with the appurtenances; To have and to hold the same to the said John from the 1st day of January in the year 1840, for and during the term of Ten years thence next ensuing: By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof, for the term aforesaid; and the said John being so thereof possessed, the said Richard, afterwards, to wit, on the 4th day of July, 1844, at said County of Union, 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 Two Hundred Dollars; And thereupon he sues, &c.

By Allison & Curry,
his Attorneys.

Doe, ex dem.
Peall Kellman
vs.
Wm Mather

Praecipe for
Writ of Possession.

Filed august 29th 1846
John Cassil Clerk
Recorded Vol 4 pp 557 & 558.

Allison & Curry
Attys.

John Doe, ex dem.
Beal Sellman
vs
Richard Roe,
William Mattier, Tenant

In Union Com. Pleas.

Issue a writ of Habere possessionem to the Sheriff of Union County.

To the Clerk
of Union Com. pleas

Allison & Curry
Attys for Pltff.

Dated Aug 28th, 1846.

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 29th day of August A.D. 1846.

John Cassil Clerk

In Union Com. Pleas

John Bee Ex'tor
Peal Dellman
vs
Richard Roe -
Wm Matthews Tenant

Ejectment

Service - - -	$1-00
Mileage - - -	50
	$1,50

Wm McRobinson
Sheriff

Filed Oct. 2d 1846
John Cassil Clerk

Served this writ August 29th A. D. 1846 by delivering the possession of the within described ~~to the plaintiff~~ tenements with the appurtenances to the plaintiff. — Wm McRobinson Sheriff

The State of Ohio, } To the Sheriff of said County
Union County SS } Greeting:

Whereas John Doe, on the 29th day of July A.D. 1846 in our Court of Common Pleas within and for the said County of Union recovered against ~~[illegible]~~ Richard Roe his term yet to come in the following lands and tenements, to wit: a tract or parcel of land situate in Union County, Ohio, and bounded and described as follows: being part of Survey No. 5504. Beginning at a Hickory and Sugartree the original South East corner to said Survey: Thence N. 11° W. 112 poles to a stake and small water beech: Thence S. 80° W. 228 poles to a red oak and ash: Thence S. 10° E. 112 poles to a dogwood and beech: Thence N. 80° E. 228 poles to the begining containing 164 acres more or less: and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens, thirty acres of arable land, thirty acres of meadow land, thirty acres of pasture land, thirty acres of wood land, thirty acres of land covered with water, and thirty acres of other land with the appurtenances: situate in your bailiwick, which Beal Sellman had demised to the said John Doe for a term which is not yet expired.

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 in what manner you shall have executed this writ, make appear to our

Civil/Domestic Case File

Case No. 1846-CV-0027

No. 46-CU-27

Union Common Pleas Court.

James C. Wynes
Plaintiff,

AGAINST

Jr. Brok Westlake,
Defendant.

MAY TERM, 1847

Settled

No Record.

Journal 4 Page 4

Record No. Page

Ex. Doc. Page

Wm Co Pleas

James C Dines
vs
Josiah Westlake
et al

Precipe

Filed July 24. 1846
John Cassil Clk.

Union Com Pleas
for July term 1846
Damages 500.$.

Edward J Allen
vs
Nathaniel Norvice

Issue a summon returnable on the first day of next term Endorse suit brot on defendants two several notes of hand given to plaintiff the one for one hundred and ninety five dollars dated the 30th November 1844 and due one day after date, the other for one hundred and fifty one dollars 18/100 dated on the 17th of January 1846 and due one day after date also for goods sold and delivered &c

Clk Com Pleas By Wm C. Lawrence his atty

Mr Mr Thomas Beavers.

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  1654
 37215
 38869
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 37215
   444
 37659
    44
150636
148544
16.5490
  462
    2
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  18
 444
 462
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16.5490
 37659
 20.524
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 376.59
   4 3/4
   636
1
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 37215
   4 3/4
148860
 18607
  9303
17.6770
 37259
390.26
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Clerks fee	6,55
Sheriff Robinson	2,07
Do Snider	16
Com.	3,00
	11,58
Deed	2,25
J.P. fees	125

$5.25 Nine months after date we or either of us promise to pay D P Rea or bearer the sum of five dollars & 25 cents for value received March 31st 1847 John his x mark Clouse

William Gladhill

50
41
192

John Clouse
$ 5,26

5,93
11
4 44

~~$5.25~~ Nine months after date we or either of us promise to pay D P Rea or bearer the sum of five dollars & 25 cents for value received March 31st 1847 John his x mark Clouse

William Gladhill

50
41
192

Russell

April 22d 1847 Township of Liberty

Twelve Months

After date I promis to Pay D. H. Rea

or Bareer Eight Dollars, with interest, it

being for value Received John Rossell

Clinton Bank
for Copy of Bill

Columbus May 6. 1847.

Dear Sir -

A suit has been commenced in your County against the Clinton Bank in Chancery by Richard L. Jones last term was the appearance term - Will you please send me a Copy of the Bill - I wish to answer, so that the case may be disposed of at your next term -

You will please send me this Copy as soon as you conveniently can - You will of course send it by mail -

Respy Yours
W. Dennison Jr.

To Clerk ~~Hardin~~ Com pleas.

Pay the within to A Keyes or bearer

C B Woodworth

Mary A Silver
To A Silver

100,00
due June 17th

We or either of us promise to pay
Charles B Woodworth or order
One Hundred Dollars for value
Received this 27th day of June 1846

Mary R Silver
David A Silver

J. Reed

Essex April 27th 1842

Mr J. Castle Sir

Enclosed you will find $10— which I wish you to apply on the Note I gave you. also you will Please tell Mr Turner to hold on the Judgment he has against Mr Bennett untill further orders as he intends Paying it as soon as possible

Yours Respectfully

Jacob, Reed

Rec.d of John Cassil Two Dollars and ninety cents in full of an Execution against Wm L Gibson in favor of Th Lee & co April 2nd 1847

Abel Marks Const

John Capsil 20 Levi Lyon Dr

Feb. 25 1846	20	Hauling 2 loads of Hay	25
April 26 ..	20	County Order	150
May 9th ..	..	90 cents pd. Decker	90
Jan. 30th 1847 ..		County order	150
Feb 1845		School Bill	470
		Hewing feet of timber	
April 24th		County Order	150

Cr by balance on Benj Lyon's note $3,25

Certificate of Daily Session

Rec'd. of session Clerk
May 5th 1847
John Cofil

It is hereby certified That John Bassil was a member of the Early Congregation in the Presbyterian Church for some years until about the first of May 1846 at which time he appeared before Session and expressed his decided disapprobation of the action of Synod on the subject of Slavery and Moreover endeavoured to make it appear from scripture that the relation of Master and Slave was a lawful relation and that the sin only consisted in the abuse of the Slave For which erroneous sentiments he was earnestly and faithfully dealt with both at that and also at a subsequent meeting of Session without however producing any perceivable change in his mind He was accordingly suspended from the communion of the church until he should acknowledge his error

Since his suspension according to his own showing before Session he has connected himself with a secret society called The Sons of Temperance which we also consider as a bar in the way of fellowshiping with us Otherwise Mr Bassil is free from scandal so far as known to us

By order of Session

James Martin Jas. Clk

Suit brot on Defts Note or Single Bill under Seal given Jointly by Defts to Plaintiff for One hundred and fifteen dollars on the 16th day of April 1844 and due one year from date also for money lent goods sold &c By Wm C Lawrence his Atty

Union Co Pleas

James C. Pines

v

Josiah Wattlesworth

Service	$0-55
Copies	40
Mileage	15
	$1,10

Test M Robinson
Sheriff

Filed July 27 1846
Sth Carnil Clk

Served this writ July 21st 1846 by certified copy of this writ on each of the within named defendants

Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Josiah Westlake and Samuel West-lake Jr.

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

in a plea of Debt $115 — damages $100 dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20 day of July A. D. 1846.

John Cassil

Clerk.

and that the Defendants will set off on said trial so much of the said several sums of money so due and owing from the said Plaintiff to the said Defendants, against any demand of said Plaintiff to be proved on the trial as will be sufficient to satisfy and discharge such demand and will also then and there demand a judgement against the said Plaintiff for the ballance of said several sums of money due to the said Defendants, according to the statutes in such Case made and provided.

by J. L. Daughty their Att

In Common Pleas

Daniel Westbrook &c
against
James Wallace

Filed Oct 8th 1846
John Cafferty, Clk

Ac Story &c
Defendants

Josiah Westlake
Samuel Westlake jr
adr.
James B. Jones

In Debt.

And the said Josiah Westlake and Samuel Westlake comes and Defends and says that they do not owe the said sum of Money above demanded or any part thereof in manner and form as the said James B. Jones hath Complained against them and of this they put themselves upon the Country and the said James B. Jones doth the like.

by J. B. Doughty their Att

And also the Plaintiff will take notice that the Defendants 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 Defendants in the sum of One hundred and twenty Dollars for the price and value of goods before that time bargained and sold by the Defendants to the Plaintiff at his request and also in the sum of one hundred and twenty Dollars for the price and value of goods ~~sold~~ before that time sold and delivered by the Defendants to the Plaintiff at his request. And also in the sum of One hundred and twenty Dollars for the price and value of work before that time done and materials for the same provided by the Defendants for the Plaintiff at his request. And also in the sum of One hundred and twenty Dollars for Money ~~fo~~ before that time lent by the Defendants to the Plaintiff at his request. And also in the sum of One hundred and twenty Dollars for Money before that time received by the Plaintiff for the use of the Defendants And also in the sum of One hundred and twenty Dollars in Money found to be due from the Plaintiff to the Defendants on an Account ~~stated~~ before that time stated between them

And in one hundred and fifteen dollars for money found to be due to the plaintiff from the defendants on an account then and there stated between them, In consideration of which premises, the defendants afterwards, to wit, on the 16th day of April 1845 agreed to pay to the plaintiff the said several sums of money on request; yet they have disregarded their agreements and have 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,

By Wm C. Lawrence
his Atty.

Warren Com Pleas

Jonas C. Dyers
vs
Jacob Appleberry et al

April 10th settled & all paid off, including costs
John Cozzit, Clk
Costs paid

State of Ohio
Union County ss

Court of Common Pleas
July Term 1846.

James C Dynes complains of Josiah Westlake & Samuel Westlake Jr in a plea of Debt for that whereas the said Josiah Westlake and Samuel Westlake, on the 16th day of April 1844 in the County of Union, made their certain writing obligatory sealed with their seal (and here to the court shown) and thereby bound themselves to pay to the said Dynes the sum of one hundred and fifteen dollars named in the said writing obligatory or single bill, (which they the said Josiah Westlake and Samuel Westlake Jr then and there delivered to said James C Dynes) in one year after the date thereof which time has now elapsed.

And the said Dynes complains of the said Josiah Westlake and the said Samuel Westlake Jr for that whereas, the said Josiah and Samuel on 16th day of April 1844 at the place aforesaid were indebted to the said Dynes in the sum of one hundred and fifteen dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request,

And in the sum of one hundred and fifteen dollars for the price and value of goods then and there sold and delivered by plaintiff to the defendants at their request.

And in one hundred and fifteen dollars for the price & value of work and labor done and materials found by the plaintiff for the defendants at their request.

And in one hundred and fifteen dollars for money lent by the plaintiff to the defendants at their request.

And in the sum of one hundred and fifteen dollars for money then and there paid by the plaintiff for the use of the defendants at their request

And in one hundred and fifteen dollars for money then and there received by the defendants to the use of the plaintiff.

Civil/Domestic Case File

Case No. 1846-CV-0028

No. 46-CV-28

Union Common Pleas Court.

Edward T Allen
Plaintiff,

AGAINST

Nathaniel Norvill
Defendant.

APR TERM, 1848

JUDGMENT VS DEFENDANT

$110 00

Journal 4 Page 99

Record No. 5 Page 213

Ex. Doc. Page

Ames Com Pleas

Edward J Allen
vs
Nathaniel Norvice

Precipe

Filed July 21. 1846
John Cassil Clk

James C Dines
vs
Josiah Westlake and
Samuel Westlake Jr

Union Com Pleas July
Term 1846
Debt 115.$. Damages 100.$
issue a summon returnable ~~forth~~
on the first day of next term
~~with~~ endorse suit Brief on Defts Note or single bill under
seal given Jointly by Defts to the plaintiff for
one hundred and fifteen dollars on the 16. th day of
april 1844. and due one year from date
Also for money lent goods sold &c
By Wm C Lawrence
his atty

Clk Com Pleas

Suit brot on defendants two Several Notes of hands given to plaintiff, the one for one hundred and Ninety five dollars, dated the 30th November 1844, and due one day after date, the other for one hundred and fifty ~~Dollars~~ dollars $\frac{18}{100}$ dated on the 17 of January 1846 and due one day after date also for goods sold and delivered &c By. W C Lawrence, his atty

Union Court Pleas
Edwd J Allen
v
Nathan Norris

Service	$3.50
Mileage	65
Copy	20
	$1.20

Wm Mitchinson
Sheriff

Filed July 28. 1846
Arthur Cobb Clk.

Served July 22nd 1846 - by a certified Copy of this writ left at his residence in Liberty Township

Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon ~~Joseph Warren and Stephen Warren Jr.~~ Nathaniel Norvall

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 ~~Joseph C. Brown~~ Edwd T. Allen,

in a plea of ~~Debt~~ ~~Assumpsit~~ damages $500 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20th day of July — A. D. 1846.

John Cassil CLERK.

received by the defendant to the Plaintiff's use,
And whereas the defendant, afterwards to wit,
on the 1st day of July 1846 promised to pay the said
several sums when thereto afterwards requested,
yet the defendant hath not paid the said several
sums nor any part thereof to the damage of
the plaintiff 500$ and therefore he brings this
suit

By Wm C. Lawrence
his Atty.

Warren Com Plas
Todd & Allen
vs
Patterson & Florence

Last filed made
Record
Recorded

State of Ohio
Union County ss.

Court of Common Pleas
July Term 1846.

Edward J. Allen complains of Nathaniel Perville in a plea of assumpsit, for that whereas the said Nathaniel Perville on the 30th of November 1844, in the county of Union made and delivered to said Edward J. Allen, his promissory note, for the sum of one hundred and ninety five dollars payable one day after the date thereof; which time has now elapsed; and also, the said Nathaniel Perville made and delivered his other promissory note to the said Edward J. Allen, on the 17th of January 1846 and in the county of Union and thereby promised to pay to the said Edward J. Allen the further sum of one hundred and fifty one dollars and eighteen cents one day after the date thereof which time has now elapsed, in consideration of which premises the said Nathaniel Perville, promised to pay each and several the amounts of the said notes as they each became due and according to the tenor and effect thereof;

And the said Edward J. Allen complains of the said Nathaniel Perville in a plea of assumpsit, for that whereas the said Nathaniel Perville on the 18th day of January 1846. in the county of Union was indebted to said Edwd J. Allen five hundred dollars for the price and value of goods bargained and sold by the plaintiff to the defendant at his request,

And in five hundred dollars for goods sold and delivered at the time and place aforesaid, by the plaintiff to the defendant at his request,

And in five hundred dollars for ~~goods~~ the price and value of work then and there done by the plaintiff for the defendant at his request.

And in five hundred dollars for the price and value of money then and there lent to the defendant at his request.

And in five hundred dollars for money then and there

Civil/Domestic Case File

Case No. 1846-CV-0029

Civil/Domestic Case

1846-CV-0029

located with

Supreme Court Case

1849-SC-0002

Civil/Domestic Case File

Case No. 1846-CV-0030

No. 46-CU-30

Union Common Pleas Court.

Fitch & Matthews
Plaintiff,

AGAINST

Silas G Strong
Defendant.

Ejectment.

AUG TERM. 1847

Judgment VS Plaintiff

Journal 4 Page 41

Record No. 5 Page 126

Ex. Doc. Page

Cost bill made
Record

Union Common Pleas

John Dalton
dem. F. J. Matthews
v
Richard Roe
} eject.

Assr.

Lessors

Silas G. Strong
John Perkins
Levi Lane
David Baldwin
William Skidmore
Isaac Skidmore

Service ----	$1.35
Copies -----	2.82
Mileage	1.00
	$5.18

Filed July 22 1846
John Cornell
Wm M Robinson
Sheriff

Irvin Hole

Upon Silas G. Strong John Perkins Levi Lane David Baldwin
Wm Skidmore & Isaac Skidmore

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

Yours &c. 1846

Richard Roe
Respectfully

Served the within writ by delivering certified copy of this writ herein fully with Silas G. Strong Levi Lane David Baldwin William Skidmore & Isaac Skidmore, and explained to them the intention of the same & to John Perkins by delivering a certified copy with his wife at his usual place of residence and explained to her the intention of the same

William C. Hole Dep. Sh'ff

State of Ohio } Court of Common Pleas
Union County } April Term. A. D. 1846.

John Doe complains of Richard Roe, for that Fetch Jr. Matthews, on the 20th. day of February A. D. 1846 at the County aforesaid had demised to the said John, the following lands and tenements to wit, Survey Number 2832 in the Virginia Military District, lying and situate in the said County of Union, ~~containing~~ and being a survey made on part of Military warrant No. 4583 – Also, fifty messages fifty cabins fifty barns, fifty stables, fifty orchards, fifty out-houses, fifty yards fifty gardens, two thousand acres of arable land, two thousand acres of medow land, two thousand acres of pasture land, two thousand acres of wood land, two thousand acres of land covered with water and two thousand 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 twenty second day of February A. D. 1846, for and during the term of ten years thence next ensuing – By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof, for the term aforesaid, And the said John being so thereof possessed, the said Richard, afterwards to wit, on the 24th day of February A. D. 1846, 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 thousand dollars, And thereupon he sues &c.

By
Irvin & Cole
Attys for Pltff.

In Union Com Pleas

John Doe Ex dem
F. J. Matthews

vs

Silas G Strong et als

Consent rule

Filed Oct 10th 1846
John Cassil Clk

Allison & Curry

John Doe Ex dem. Titus I Matthews
vs
Silas G Strong, Isaac Shidmore et al } In Union Com Pleas

And the said Silas G Strong, Isaac Shidmore, Levi Lane, David Baldwin, William Shidmore, and John Perkins, come and ~~defend~~ confess the lease, entry and ouster in the said declaration mentioned, and admit themselves to be in possession of Virginia Military Survey No. 2832, the premises in the said declaration mentioned: and for plea say, that they are not guilty of the trespass and ejectment in the said declaration alleged against them, and of this they put themselves upon the country, and the said John Doe doth the like.

By Allison & Conroy Their Attys.

Civil/Domestic Case File
Case No. 1846-CV-0031

Civil/Domestic Case

1846-CV-0031

located with

Supreme Court Case

1847-SC-0001

Civil/Domestic Case File
Case No. 1846-CV-0032

No. 46-CV-32

Union Common Pleas Court.

Mathew Gordeng
Plaintiff,

AGAINST

John Krieg
Defendant.

OCT TERM. 1843

JUDGMENT VS DEFENDANT

$278 52

Journal 3 Page 468

Record No. 4 Page 626

Ex. Doc. 1 Page 432

In Union Com Pleas

Matthew Gooding
vs
John King et al

Praecipe for Attachment

Filed July 24. 1846
John Cassil Clk

Allison & Curry

Matthew Gooding
vs
John King &
William Reed

In Assumpsit
Damages $400.00

Issue a Summons returnable at the next term. Indorse "Suit brought on note of hand made by defendants to plaintiff or bearer for Two hundred and seventy dollars and forty three cents, - dated April 14th 1846. and payable one day after the date thereof: Also for goods sold and delivered Money had and received &c. - Damages claimed as due $400.00

To the Clerk of Union Com Pleas
July 24th 1846

Allison & Curry
Attys for Pltff

Union Cont Pleas

M. Goodling

vs

John Pring et al

Service — —	$0-55
Mileage — —	40
Copies — — —	37½
	$1,32½

Wm M Robinson
Sheriff

Filed July 27. 1846
John Cassidy Clk.

Suit bot on Note of hand made by Defts to Pltffs order or bearer for two hundred and seventy dollars and forty three cents, dated April 14. 1846, and payable one day after date thereof, also for goods bold and delivered, money had and received &c damages Claimed as due $400.00

Affidavit of Plaintiff

Served this writ July 25th 1846 by certified Copy of this writ left at the Defts residence with the wife — — Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon John King & William Reed

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 Matthew Gooding

in a plea of Assumpsit damages — 400 dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 24 day of July A. D. 1846.

John Cassil Clerk.

In Union Com Pleas

Matthew Gooding
vs
John King et al

In Assumpsit. Narr

Filed September 2d 1846
John Cassil Clk

Cost bill made
Recorded

Allison & Curry

The State of Ohio.
Union County SS

Court of Common Pleas. of
Union County.
July Term A.D. 1846.

Matthew Fooding complains of John King and William Reed in a plea of Assumpsit. For that whereas, the defendants on the 14th day of April A.D. 1846 at the County of Union and State of Ohio made their promissory note in writing, and delivered the same to the plaintiff: and thereby then and there promised to pay to the plaintiff, or bearer, Two hundred and Seventy dollars and forty three cents, one day after the date thereof, which period hath now elapsed.

And whereas also the defendants on the 1st day of May A.D. 1846. at the County of Union aforesaid were indebted to the plaintiff in the sum of Three hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendants, at their request.

And in three hundred dollars for money then and there had and received by the defendants, for the use of the plaintiff.

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

By Allison & Conroy Attys

Ex. Docket page 432

Matthew Gooding
vs
John King &
William Reed

Damages $ 278.52
Costs 5.36
Writ .41

Filed May 5. 1847
John Capiel Clerk

Recorded

Received this writ Nov 19th 1846. Returned by order of Plaintiff without levy
Fees — Service 35
mileage 5
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of October A. D. 1846. Matthew Gooding recovered against John King & William Reed

as well as the sum of two Hundred & seventy eight dollars and fifty two cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $5.36 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John King and William Reed

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of October A. D. 1846, until paid: also the sum of $41 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Gooding

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 19th day of October A. D. 1846.

John Cassil Clerk

Gooding
vs
King & Reed

Brae for Ex

Issued

27852

Matthew Gooding
vs
John King &
Wm Reed

Judgment in Union Com Pleas
Oct Term 1846
Issue an Execution in
above case

To John Cassil Clerk.

Nov 7th 1846

Allison & Carson
Attys for Pltf

Civil/Domestic Case File

Case No. 1846-CV-0033

No. 46-CV-33

Union Common Pleas Court.

James E Merrill vs
Plaintiff,

AGAINST

John Kerig
Defendant.

OCT TERM. 1846

JUDGMENT VS DEFENDANT for
$114 12

Journal 3 Page 469

Record No. 4 Page 627

Ex. Doc. 1 Page 421

Union Com Pleas

James E Barnett
assignee &c

vs

John King

praecipe in dbt

Filed July 25. 1846

B. O. B. C.

James E Harriott
assignee of James Kirkade } for assumpsit
vs } Damages $200.00
John King

Issue a Summons returnable at next Term, Indorse "Suit brought on promissory note made by defendant to James Kirkade or order, and assigned to the plaintiff - for one hundred and ten dollars. dated 29th day of December 1845 and ~~due~~ payable on the first day of March 1846 - also for goods sold and delivered money lent. paid & rec'd and on account stated, Damages claimed as $200.00

To the Clerk of Union
Com Pleas
July 25. 1846

By P. B. Cole
Atty for Pltff

Suit brot on promissory Note made by Defendant to James Kinkade or order and assigned to the Plaintiff for one hundred and Ten dollars dated 29th day of December 1845. and payable on the first day of March 1846. also for goods sold and delivered money lent had & recd and an account stated Damages claimed as $200.00 By P B Cole atty for Pltff

Union Court Pleas
James E. Harnott
assignee &c.
v
John Ring

Service - - - - $0 35
Mileage - - - 40
Copy - - - - 20
95

Wm M Robinson
Sheriff

Filed July 27. 1846
John Caniff Clk

Served this writ July 25th 1846 by a certified copy of this writ left at the residence of the Defendant with his wife
Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon John King —

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 O. Harrold

Assignee of James Hopkinsade

in a plea of Assumpsit damages 200 — dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 25 day of July A. D. 1846

John Cassil

CLERK.

money then and there lent by the Plaintiff to the defendant at his request —

And whereas also the said John King on the first of March A.D. 1846, at the county aforesaid was indebted to the plaintiff in the further sum of two hundred dollars ~~the sum~~ 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 of April A.D. 1846, in consideration of the premises, then and there promised to pay the said last several sums of money to the plaintiff on request; yet he has disregarded his promise and hath not paid the said several sums of money, nor either of them, nor any part thereof to the damage of the plaintiff two hundred dollar and thereupon he brings suit &c

By P. B. Cole,
his Atty.

Pension Common Pleas

James E. Harris
Assignee of James Hinkle
vs
John King

Pass

Filed April 1st 1846
Wm. Gardner Clerk

Cost bill was
Received

By P. B. Cole

State of Ohio Union Co ss

James E. Harriet
Assignee of James Kinkade
vs
John King

Union Common Pleas
July Term A.D. 1846

James E. Harriet complains of John King in a plea of assumpsit for that whereas the said John King on the twenty ninth day of December A.D. 1845, at the county aforesaid, made his promissory note in writing, and then and there delivered the same to James Kinkade, and thereby promised to pay the said James Kinkade or order, one hundred and ten dollars, on or before the first of March A.D. 1846, which period has now elapsed, & the said James Kinkade, then and there endorsed the same to the said James E. Harriet, whereof the said John King then and there had notice, and then and there in consideration of the premises, promised to pay the amount of the said note to the said James E. Harriet, according to the tenor and effect thereof ~~[illegible]~~, yet the said John King has disregarded his promises and hath not paid the said sum of money or any part thereof; to the damage of the said James E. Harriet two hundred dollars

And whereas also the said John King on the first day of March A.D. 1846 at the county aforesaid was indebted to the plaintiff in the further sum of ~~two~~ two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the def at his request

And whereas also the said John King, on the first day of March A.D. 1846, at the county aforesaid was indebted to the plaintiff in the further sum of two hundred dollars for

John
King
$110.00

Assign the within
note to James P Hal-
ratt

James Pinkerton

July 30 1846

On or before the first of March 1846
I promise to pay unto James Kinkade
or order the Some One hundred and
ten dollars for value received this 29
day of Dec 1845

John King

Ex. Docket page 421

James C. Harriatt
vs
John King

Damages $ 114.12
Costs 5.19
Writ .41

Filed May 5. 1847
John Gaffer Clerk

Recorded

17.63 due

Received this writ November 18th 1846
April 10. 1847 made on the within one
Hundred dollars. May 4th 1847 money made
in full
Fees = Mileage $2.40
Service .35 Philip Arden Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of October A. D. 1846. James C. Harriott assignee of James Kinkade recovered against John King

as well as the sum of one Hundred & fourteen dollars and twelve cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 5,19 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John King

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 14th day of October A. D. 1846, until paid: also the sum of $ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said James C. Harriott

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 Sixth day of November A. D. 1846.

John Cassil Clerk

Thomas E. Hamilton
Assignee &c
vs
John King

Filed Nov 6. 1846
John Cofrill Clerk

James E Hamett
assignee &c
vs
John King

Judgement in Comm. Pleas
Oct Term 1846

Issue an execution in this case
for judgment & costs
November 6. 1846.

P. B. Leake Atty for
Pltff.

Civil/Domestic Case File

Case No. 1846-CV-0034

No. 46-CV-34

Union Common Pleas Court.

Jacob Powersmith
Plaintiff,

AGAINST

Philip Shepard
Defendant.

MAY TERM, 1847

JUDGMENT VS DEFENDANT

Journal 4 Page 29

Record No. 5 Page 87

Ex. Doc. 1 Page 460

Union Com Pleas

Jacob Bowersmith

vs

Philip Shepard

Praecipe

Filed July 27th 1836
John Capeil clerk

Jacob Bowersmith

vs

Philip ~~Shepard~~

Philip Shepard

In assumpsit Damages $200.00

Issue a summons returnable next Term. Indorse "Suit brought on a note of hand made by Defendant to the Plaintiff (Jacob Bowersmith) for one hundred and twenty one dollars and fifty cts dated Dec. 27 1844 and payable on or before the first day of Sept. next after the date thereof, also for land sold, ~~sold~~ for money lent, had & received, and on an account stated, Damages claimed $200.00

To the Clerk of Union Com Pleas

July 27 1846

By P Beale, Atty for Plff.

Suit Brought on a note of hand made by Defendant to the Plaintiff Jacob Bowersmith) for one hundred and twenty one dollars & fifty cents dated Dec. 27th 1844 and payable on or before the first day of Sept. next after the date thereof, also for land sold, for money lent, had & received and on an account stated. Damages claim $200.00

By S. B. Cole Atty for Plff.

Union Com. Pleas

Jacob Bowersmith

vs

Philip Shepard

Service - - - $0.35
Mileage - - - 50
Copy - - - - 20
$1,05

Thos. M. Robinson
Sheriff
Filed July 28. 1846
John Bassil Clerk

Served this writ July 27th 1846 — by delivering a certified copy of this writ to the defendant — — — — W. C. Martin D. Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Philip Shepard

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 Jacob Bowersmith

in a plea of Assumpsit damages two Hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 27 day of July A. D. 1846.

John Cassil CLERK.

on the delivery of a good and warrantee deed by plaintiff to defendant for a certain peace of land of 30.35 or 40 acres, and the plaintiff avers that the defendant afterwards on the first day of September 1845 at the County aforesaid discharged the plaintiff from performing or offering to perform the said conditions and promises on his part at that time by giving the plaintiff note & that he could not pay the said last mentioned mentioned sum of money according to his said promise and agreement and requesting the plaintiff to allow him further time to make such payment ~~and that he~~ and thereupon promised the plaintiff to pay said last mentioned sum of money when ever he should be afterwards requested by the plaintiff to do so; - and the plaintiff avers that afterwards on the fifth day of July A.D. 1846 at the County aforesaid he ~~[illegible]~~ and tendered to the plaintiff a good and warrantee ~~[illegible]~~ deed for 30 acres of said land according to the terms of said note, and requested the ~~plaintiff~~ defendant to pay said last mentioned sum of money - yet the defendant has not paid the said last mentioned sum of money nor any part thereof to the damage of the plaintiff two hundred dollars and therefore he sues &c by Pitts & Hickly

J. B. Bonnerwitz
vs
Chase
Philip Alleghaces

Filed Sept. 10th 1846
John Caplis Clerk

Collection made

Returned

By 1773.6

6' Ini R. 172

State of Ohio Union County ss

Jacob Bowersmith
vs
Philip Shepard

Com Plas July Term A.D. 1846
— Ja Assumpsit

Jacob Bowersmith complains of Philip Shepard in a plea of assumpsit for that whereas the said Philip Shepard on the 27th day of December in the year eighteen hundred and forty four at the County of Union made his promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff the sum of one hundred and twenty one dollars and fifty cents, on or before the first day of September then next, which note was and is subject to a certain condition thereunder written whereby it is provided that the said sum of money was to be paid to plaintiff by defendant, on the delivery of a good and warranty deed by plaintiff to defendant for a piece of land of 30 35 or 40 acres for which the defendant ~~had~~ then and there holds the plaiffs title bond. And the plaintiff avers that on the first day of September then next (being in the year eighteen hundred and forty five) gave the plaintiff notice that he could not pay the said sum of money ~~when~~ at that time, and requested the ~~defendant~~ plaintiff to indulge him further the said sum of money and it should soon be paid ~~paid~~. but he has wholly failed to ~~fulfill~~ perform his agreement, ~~and hath not~~ on his part. and hath not paid the sum of money or any part thereof to the damage of the plaintiff two hundred dollars.

And the said Jacob Bowersmith further complains of the said Philip Shepard for that whereas on the 27th day of December eighteen hundred forty four at the County aforesaid the said defendant made his certain other promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff one hundred and twenty one dollars and fifty cents on or before the first day of September then next. which note was and is subject to a certain condition thereunder written, whereby it is provided that the said sum of money was to be paid to plaintiff by defendant on the delivery of a good and warranty deed for a piece of land

of 30.85. or 40 acres for which the defendants then and still holds the plaintiffs title bond. And the plaintiff avers that afterwards and immediately before said note became due that the defendant gave the plaintiff notice that he the said defendant would not be able to pay the said last mentioned note when the same should become due, and then requested the plaintiff to allow a further time for payment of the same. ~~and promised the plain~~ and the defendant from time to time promised the plaintiff to pay him the said last mentioned sum of money ~~to upon as so and when called~~ on request. untill about the fifth day of July in the year eighteen hundred and forty six, at which last mentioned time the said defendant wrongfully refused to pay said last mentioned sum of money or any part thereof - and the plaintiff avers that he the plaintiff on or about the fifth day of July eighteen hundred and forty six at the county aforesaid made executed a good and warranty deed to the defendant for thirty acres of said land according to the term of said ~~note~~ note and said title bond and then and there made a tender of the same to the defendant ~~and requested him to perform the~~ ~~the said conditions on his part yet the defendant did not~~ ~~and~~ and ever since on receiving from the defendant the said sum of money specified in said last mentioned note (to wit one hundred and twenty one dollars and fifty cents) ~~and~~ hath at all times been ready and willing to perform and fulfill all things in the said note contained on the part of the plaintiff to be performed and fulfilled, and executed deliver said conveyance on the fifth day of July A.D. 1846 and since on receiving the contract price to wit at the county of Union, and although the defendant on the fifth day of July eighteen hundred and forty six at the county aforesaid had notice of the premises and was requested to pay the said sum of one hundred and twenty one dollars and fifty cents upon the execution of said conveyance, yet the defendant has not paid the said sum of one hundred and twenty one dollars and fifty cents nor any part thereof to the damage of the plaintiff two hundred dollars.

And the said Jacob Bonnet Smith further complains of the said Philip

the said for that whereas the said defendant on the 27th day of December 1846 in the year Eighteen hundred and forty four at the County aforesaid made his other promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff one hundred and twenty one dollars and fifty cents, on or before the first day of September next after the date thereof on the delivery of a good and warrantee deed for a piece of land of 30. 35. or 40 acres by the plaintiff to the defendant. for which the defendant held the plaintiffs title bond — and the plaintiff avers that on the first day of September Eighteen hundred and forty five he was ready and willing and offered to execute and deliver to the defendant a good and warrantee deed for the said land — and ever since, on receiving from the defendant the said sum of one hundred and twenty one dollars and fifty cents, and hath at all times been ready and willing to perform and fulfil all things in said note contained on the part of the plaintiff to be performed and fulfilled, and to execute a conveyance on the first day of September Eighteen hundred and forty five, and since on receiving the Contract price, to wit at the County of Union and offering to the defendant on the first day of September Eighteen hundred and forty five at the County aforesaid had notice of the premises and was requested to pay the said sum of one hundred and twenty one dollars and fifty cents upon the execution of said Conveyance. Yet the defendant has not paid the said last mentioned sum of money or any part thereof to the damage of the Plaintiff Two hundred dollars ——— and the said Jacob Bowersmith further complains of the said defendant for that whereas the said defendant on the 27th day of December 1846 at the County of Union made his other promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff one hundred and twenty one dollars and fifty cents on or before the first day of September next after the date thereof

Received February the 2. 1846. Eighteen Dollars

on the within note

his
Jacob ✗ Bowers Smith
mark

On or before the 1st day of Sept
Next I promise to pay Jacob
Bowersmith One hundred and Twenty
One Dollars and fifty Cents on
the Delivery of a good and warranty Deed
for a peace of Land which I had a title
Bond from said Bowersmith for 30 or 35 or
40 acres Dec 27 1844

Test

C. Hanawalt

his
Philip ✗ Shepard
mark

In Union Com Pleas

Philip Shepard
adv
Jacob Bonnemantle

Plea

Filed October 15. 1846
John Cassil Clk

Allison & Curry

Philip Shepard
ads
Jacob Bonnensmith

In Union Com Pleas.

And the said Shepard comes and defends, &c. and says that he did not assume and promise in manner and form as the said Jacob Bonnensmith hath declared against him: and of this he puts himself upon the country:

By Allison & Lemay his Attys.

The plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that there was a part failure in the consideration for which said note was given, and claim an offset accordingly.

Also that ~~that~~ the plaintiff suffered the land for which said note was given to be sold for taxes, and neglected and refused to redeem the same, and put the defendant to great trouble and expence in the redemption thereof.

Also that the said plaintiff is not able to convey the said land to the defendant, clear of all incumbrances, as he is bound to do.

Also that the plaintiff at the commencement of this suit and still is indebted to the defendant in the sum of two hundred for goods sold and delivered, money lent and received, money paid, work and labour done &c.

Allison & Lemay Attys
for deft

Jacob Bouvenkmith

vs

Philip Shepard

Issue a subpoena for

Lewis Jenkins and Thos Moore for witness for Pltff

May 6 1847

P. B. Cole

Atty for Pltff

Jacob Bower Smith
vs
Philip Shepard

Issue a subpoena for Wm Hoyt
witness for Pltff Oct 8. 1846 P Blake Atty for Pltff

Jacob Bower Smith

Surveyed January 3rd 1845 for Mr Jacob Bauer Smith thirty acres of Land part of Survey No. 3006 Beginning at a Stake in the center of the Maysville Road in the line of Lewis Jenkins land & North easterly course to Jacob Bachman thence with the line of said Bachman connecting the course thereof S 17.30 E 62 poles thence N 80 E 1 pole to John Bachmans Corner thence with his line connecting the course S 17.30 E 72 poles to a Large Beech in the line of Lewis Jenkins thence with his line N 80 E 35 poles & 9 links to a Stake thence N 17.30 W 134 poles to a Stake in the Maysville Road in the line of Sd Lewis Jenkins thence with his line S 80 W 36 poles & 9 Links to the Beginning

Levi Phelps Surveyor

Filed April 29 1874
John Carrill Clk

Jacob Bowersmith
vs.
Philip Shepherd

Issue a subpoena
for Edward Y. Richey,
a witness for Defendant.
Allison & Curry

To the Clerk of
Union Common pleas.

Dated April
2nd 1847.

Know all men by these presents
that this 27th day of Dec 1844 that
I Jacob Bowersmith hath sold
unto Philip Shepard Thirty or 35 or 40
acres of Land (at seven dollers pracre) off of
the west End of his Land nown as the Hortman
& Layman Lot in Survey No 3006 Comence
ing in the Maysvica Road Between
J Bachman (heirs) thence on Bachma
s east line thence to Back line ~~or South~~ line
to south west Corner of said hortman
Lot thence on the South line East to
the south East Corner of said hort man
Lot thence North to the Maysville
Road thence with said Road to the
begining Which I Jacob Bowersmith
Binds myself to make Philip Shepard a good
and woranty Deed on payment of Cash
~~I have~~ Recd One hundred Dollars and
a Note payable on the 1st day of sept
1845 to amount of one hundred and
21 dollars and 50 cts as witness my hand
and seal the day and year above written
I hereby give said Shepard possesion
of said land from this date & the said
Shepard is to have the East fence to
be set on the line Between Myself
& said Shepard

witness
C. Hanawalt

his
Jacob X Bowersmith
mark

Seal

Union Com Pleas

Jacob Bowersmith
vs
Philip Shepard

Sub for witness

Filed April 30th 1847
John Cassil clk

April 30th 1847 Served the writ upon the within named Edward G. Nickey by reading
Fees - Service 12½
mileage 20 = 32½

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Edwood Y. Richey

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~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Philip Shepard *in a certain matter in controversy in said court depending, wherein* Jacob Bowersmith *is plaintiff, and* Philip Shepard *is defendant: and this he sha'll 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* 29th *day of* April *A. D.* 1847

John Cassil CLERK.

Served the within writ by reading to the within named William Hay April 21. 1847

Fees Service 12½
mileage 5 = 17½

Philip Snider Sheriff

Union Com. Pleas
Jacob Baumgartner
vs
Philip Shepland
Ind. for Debt, Viz.

Filed April 21st 1847
John Cassil Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon William Hays

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~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Jacob Bauersmith *in a certain matter in controversy in said court depending, wherein* Jacob Bauersmith *is plaintiff, and* Philip Shepard *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* 20 *day of* April *A. D.* 1847

John Cassil CLERK.

Edward T. Richey

Auditor's Office, Union County, Ohio.

MARYSVILLE, DEC'R 8th 1845.

It is hereby certified, that Edward Y. Richey this day purchased, at a sale of lands forfeited to the State of Ohio, for the non-payment of taxes, the following described tract of land, to wit: twenty Seven acres of land part of Survey No. 3006 Original Quantity 1000 a original Proprietor Peter Talbot water course Mill creek Forfeited to the State of Ohio in the name of Scott Hathorn

For which he has paid the sum of Five dollars, Thirty nine cents, Six mills.

John Johnson County Auditor.

$ 5.39.6
10 0
$5.49 6

To the Surveyor of Union County:

You will, whenever requested, by Edward Y. Richey his heirs or assginee, or assignees, proceed to ascertain the boundaries of the tract of land, described in the certificate hereto attached, and furnish him (or them) with a plat and certificate of the same; being part of Survey No 3006 on the waters of Mill Creek Containing twenty Seven acres

Which land was forfeited to the State of Ohio, and sold to the said Edward Y. Richey as stated in said certificate.

John Johnson Auditor of Union County.

Docket page 460

Jacob Bauersmith
vs
Philip Snider

Damn $ 98.98
Debt. Cost 6.91
Writ .41

Filed Since 26th 1847

Sam Cassio Clk

Recorded

Received this writ May 21st 1847. June 26th 1847 Received of the defendant one Hundred and nine dollars and thirty six cents in full of the amount of this Execution & costs retained two dollars & twelve cents ~~to the~~ ~~poun~~dage to be paid by order of Court, also my fees retained

Fees mileage 45
service 35
poundage 2.12

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* fourth *day of* May *A.D.,* 1847. Jacob Bauersmith *recovered against* Philip Shepard

~~as well as~~ *the sum of* ninety eight *dollars and* ninety eight *cents for* his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ *damages* ~~as also~~ *the sum of* $ 6,31 *is charged for* Defendants *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* Philip Shepard

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

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

WITNESS JOHN CASSIL, CLERK *of said Court, at the Court House aforesaid, this* 21st *day of* May *A.D.,* 1847.

John Cassil *Clerk.*

Statement of
Shepherd's
Case

Jacob Bowersmith sold to Philip Shep=herd "30 35 or 40" acres of land at 7 dollars per acre — gave a bond for a conveyance on the payment of "Cash." Shepherd paid 100 dolls down, & gave his note for $120,50. The amount of land afterwards actually survey=ed by the County Surveyor, at the instance of Bowersmith, was 30 acres. Shepherd's note was, therefore, given for $10,50 too much. Bowersmith has sued upon the note. Shep=herd will probably be able to pay up before next court. Bowersmith's wife refuses to sign the deed to Shepherd.

Bowersmith
v
Shepard

Shepard

Issued May
21st 1849
John Cassil
Clk

v
Mil
John

Jacob Bauersmith
Philip Shepard

The clerk will please to issue an Execution in this Case

May 13 1847
To John Cowell Clerk

P. B. Cooke Atty
for Pltff

Civil/Domestic Case File

Case No. 1846-CV-0035

Civil/Domestic Case

1846-CV-0035

located with

Supreme Court Case

1847-SC-0002

Civil/Domestic Case File

Case No. 1846-CV-0036

No. 46-CW-36

Union Common Pleas Court.

Levi Patrick
Plaintiff,

AGAINST

Joel N Converse
Defendant.

OCT TERM. 1846

JUD'G VS PLAINT'F

Journal B Page 470

Record No. No Record. Page

Ex. Doc. Page

Levi Patrick
vs
Joel N Converse

Union Com Pleas July Term 1846
Plt Assumpsit Damages 200$.
Issue a Summon returnable
forthwith Endorse Suit Brot
on two Promissory Notes of hand given to plaintiff by defendant on the 22nd day of October 1842 each for fifty six dollars and due the one on the first day of January 1845 and the other on the first of the same Month 1846 Also for 50 cts Sold &c

By Wm C Lawrence
his atty

Union Com Pleas
L. Patrick
v
Joel N. Converse
Filed July 28. 1846
John Carrick Clk

Sub. In County

Judgt Judgt
Judgt

Judgt Judgt

Judgt Judgt Judgt Judgt

Judgt. Judgt

Judgment Judgt. Judgt

Judgment Judgt. Judgt

Judgment Judgment

Suit brot on two several notes of hand given to Plaintiff by Defendants, on the 22nd day of October 1842 each for fifty six dollars and due the one on the first day of January 1845. and the other on the first of the same month 1846. also for goods sold &c. By M C Lawrence his atty.

Union Court Pleas

Dan Patricks

v

Saml Sr. Converse

Service — $0.35
Mileage — 5
Entry — 12
52

Wm McRobinson
Sheriff

Filed July 29th 1846
John Cadwell, Clerk

Served this writ July 29th 1846 by delivering a certified copy of this writ to the Defendant Wm McRobinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

WE command you to summon Joel N. Converse

Forthwith to appear ~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto Levi Patrick

in a plea of Assumpsit damages $200 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 28 day of July A. D. 1846.

John Cassil CLERK.

In Union Com. Pleas

Joel N Converse

ads

Levi Patrick

Plea

Filed Oct 10th 1846
John Cassil Clk

Allison & Lemy

Joel N Converse } In Union Com Pleas.
Adm }
Levi Patrick } And the said Joel N Converse.
Comes and defends, &c, and says that he did not assume and promise, in manner and form as the said Levi Patrick hath complained against him; and of this he puts himself upon the Country!

By Allison & Curry His Attys.

The plaintiff will also take notice, that the defendant, on the trial of this cause will give in evidence and insist, that the defendant at the time said notes were given by him was an infant, not twenty one years of age: And that said note was and is null and void.

Also that the plaintiff at the commencement of this suit was and still is indebted to the defendant in the sum of two hundred dollars, for work and labour, money had and received, goods sold and delivered &c.

Allison & Curry Attys.

And in 200 $ for money then and there received by the defendant to the use of the plaintiff.

And in 200 $ for money then and there found to be due to the plaintiff from the defendant on an account then and there stated between them.

And whereas the defendant afterwards, to wit, on the first day of February 1846, 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 though often requested thereto, to the damage of the plaintiff two hundred dollars, and thereupon he brings suit.

By Wm C Lawrence his Atty.

Union Coal Plaintiff
Levi Pottock
Joel M. Coonrose

Cost Billemad
50 Record

State of Ohio
Union County ss.

Court of Common Pleas July Term 1846.

Levi Patrick complains of Joel N. Converse in a plea of assumpsit, for that whereas, the said Joel N. Converse on the 22d day of October 1842, at Marysville, made his promissory note in writing, and delivered the same to the said Levi Patrick, and thereby promised to pay the said Levi Patrick fifty six dollars, on or before the first day of January 1845, which time has now elapsed: also the said Converse made his other promissory note in writing and thereby promised to pay said Patrick the further sum of fifty six dollars on or before the first day of January 1846. which time has now elapsed: and the said Converse, in consideration of the premises, then and there promised to pay the amount of the said note due the first day of January 1845, and the amount of said note due the first day of January 1846. according to the tenor and effect thereof,

And also for that whereas, the said Converse was indebted at the time and place aforesaid, to the said Patrick for the price and value of goods then and there sold and delivered to said defendant and at his request, by said plaintiff, in the sum of 200$.

And in 200$ for the price and value of goods then and there bargained and sold by said plaintiff to said defendant at his request.

And in 200$ 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 200$ for money then and there lent by the plaintiff to the defendant at his request.

And in 200$ for money then and there paid by the plaintiff to the use of the defendant at his request.

Civil/Domestic Case File

Case No. 1846-CV-0037

No. 46-CV-37

Union Common Pleas Court.

David Park
Plaintiff,

AGAINST

David Ulterepe
Defendant.

AUG. TERM. 1847

Judgment VS Plaintiff

No Record.

Journal 4 Page 573

Record No. Page

Ex. Doc. Page

David Park
vs
David Witter
Trans certiot

Filed July 29th 1846
John Capsil clerk

Cost bill made
Record

David Park
vs
David Witter

June 2nd 1846

Suit brought on a transcript from the docket of Andrew Keys of a judgement against Jacob Seamon in which David Witter was security for stay of execution the judgement being in favor of Burnham & Co which was assigned to David Park on the 6th day of January 1842

Scire facias is ied for sd David Witter to be returned June 2nd 1846. and a sub peana issued for Andrew Keys

June 4th 3 o'clock P.M.

Scire facias returned by James R Gallow Constable served by Reading Sub peana served by Reading

the parties being present declared themselves ready for trial Andrew Keys & Jefferson were sworn to testify in the case and after hearing the alligation of the parties the statements and arguements of Council it is considered that the plaintiff recover judgement against the defendant for the amount of his claim & cost amounting to one hundred and

justice fees

Scire facias	25	
Sub pena	12	
Stationery & Writing	8	
Judgement	25	
this transcript	31	
	$1.01	101

constables fees

on scire facias	55	
Subpoena	3	50
on execution	60	
	130	130

4 Keys testified under subpoena 50

J. Fondkinnerwhat	25	
	75	75

total amount of cost $3.06

twenty seven dollars and Eighty Eight Cents $127.88
and cost of this suit 215
making $130.03

June 5th execution issued to James R. Galloway constable

June 6th the defendant took an appeal and gave J. B. ~~Cole~~ Coale Bail on the appeal and the execution is remanded

June 8th execution returned by James R Galloway constable executed by levying on 2 Horses 3 Cows and oth property cost 60 cents

June 9th 1846 I certify the above to be a correct transcript from my docket of the proceedings in the above Case Wm B Irwin J. P.

In Union Com. Pleas

David Park
vs
David Witter

Narr - In Assumpsit

Filed June 17th 1847
John Cassil, Clerk

1

Allison & Curry

The State of Ohio } Court of Common Pleas
Union County ss } As of October Term 1846

This cause comes into Court by way of appeal from the docket of Wm B Irwin, a Justice of the Peace, Whereupon David Park complains of David Witter in a plea of debt for that whereas, heretofore to wit, on the seventh day of December A.D. 1839, at the County of Union aforesaid, D. Burnham & Co, recovered judgment against one Jacob Seaman (since deceased) for the sum of ninety two dollars, and the sum of twelve and one half cents the costs of suit, as appears of record upon the docket of Andrew Reyes a Justice of the Peace in and for said County, And, whereas, the said David Witter on the fourteenth day of December in the year 1839, at the County aforesaid became surety on behalf of the said Jacob Seaman (as bail for the stay of execution upon said judgment) in the sum of One hundred dollars, for the payment of the amount of the judgment aforesaid, to the said D Burnham & Co. as appears by the recognizance of the said David Witter, which judgment, with the interest, costs, and accruing costs remain due and unpaid, And whereas, afterwards to wit, on the sixth day of January A.D. 1842 the said D. Burnham & Co assigned the said judgment to the said David Park, which assignment appears of record, And whereas, afterwards, to wit, on the seventh day of October A.D. 1844 at the County aforesaid, the said David Witter, upon a scire facias issued upon said judgment, by Elias Topliff a Justice of the Peace in and for said County recovered a judgment against John Reed and Andrew Reyes as administrators of the said Jacob Seaman, deceased, for the sum of One hundred and eighteen dollars and sixty eight cents, and one dollar and thirty seven cents.

costs, as appears of record, which judgment, with the interest, costs and accruing costs remain due and unpaid. And whereas, afterwards, to wit, on the thirtieth day of April A.D. 1845, at the County aforesaid, an execution was duly issued upon said last named judgment and delivered into the hands of a proper Constable, which execution was duly returned by the said Constable upon the twentieth day of May A.D. 1845, Endorsed in substance as follows, to wit, "No property found whereon to levy", All of which several facts above alleged will more fully, and at large appear by the records, a transcript of which is ready here to the Court to be shewn, by reason whereof, and of the premises, an action hath accrued to the plaintiff to demand and have from the defendant the amount of the said judgment, interest, costs, and the accruing costs aforesaid amounting to a large sum of money, to wit, One hundred and forty dollars; yet the defendant hath not paid the same, or any or either of them, or any part thereof.

And whereas, also, the defendant on the first day of May A.D. 1846, at the County of Union aforesaid, was indebted to the plaintiff in One hundred and fifty dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request;

And in One hundred and fifty dollars for money then and there received by the defendant for the use of the plaintiff;

And in One hundred and fifty dollars, for money found to be due from the defendant to the plaintiff, on an account then and there stated between them, which said last several moneys were to be respectively paid by the defendant to the plaintiff,

on request; yet the defendant hath not paid any of said last mentioned moneys, or any part thereof, to the plaintiffs damage Two hundred dollars, and thereupon he brings his suit &c.

By Allison & Conroy His Attys

Union Com. Pleas

David Witter
dds
David Park

Demurrer &
Plea

Filed Aug. 3d 1844
John Cassil, Clerk

By P.B.C.

against him as of this his pants himself upon the
country and the said David Park doth the like
Wherefore &c. &c.

David Witter
ads
David Park } In Debt
on Demurrer to Declaration

And the said David Witter now comes and says that the said David Park ought not to have his action aforesaid against him because he says that the first count of the declaration aforesaid and the matters therein contained are not sufficient in law to maintain the action aforesaid and that he is not bound by law to answer the same wherefore he prays judgment and that said David Park may be barred of his said action against him.

And for causes of demurrer the said David Witter shows to the Court here the following to wit,

1. That the recognizance upon which this suit was brought in the name of David Park as assignee of S Rumbaugh & Co. is not a negotiable instrument, and suit can not be sustained in the name of an assignee,

11 There is no allegation in said first count that a judgment was obtained by the plaintiff against the judgment debtor or his Administrators.

P B Leale Atty for Deft.

David Witter
ads
David Park } In Debt

And the said David Witter comes & defends &c. says as to the second and third counts of the said declaration that he does not owe the said sums of money therein demanded or any part thereof in manner and form as the said David Park hath complained

David Witters
appeal Bond

Case
Bank
vs
Witter

Filed July 29th 1836
John Cassil clerk

State of Ohio }
Union County ss }

David Parks

vs. } Judgement before W B Irwin J. P.

David Miller

I P B Veale do hereby acknowledge my self to owe and stand indebted to in the penal sum of Two hundred and sixty dollars to payment of which I bind my self my heirs &c. The condition of the above obligation is as follows. Whereas David Parks on the 2d day of June A D 1846 recovered a judgement against David Miller for the sum of one hundred and thirty dollars & cost of suit before William B Irwin a justice of the peace in & for said County which judgement the said David Miller has appealed to the Court of Common Pleas. Now if the said David Miller shall pay the full amount of the Condemnation money and costs rendered against him in the Court of Common Pleas in the case provided said suit shall go against him in said Court then this obligation shall be void otherwise to be and remain in full force & virtue in Law.

P. B. Veale (Seal)

Taken this 6th day of June A D 1846

David Parke

David Witter

Dist Court as a transcript from the docket of Andrew Kayser of a judgment against Jacob Seaman in which David Witter was security for stay of execution, the judgment being in favor of W. Burnham No. agst. Jacob Seaman which was assigned to David Parke on the [illegible] day of January 1842.

Civil/Domestic Case File
Case No. 1846-CV-0038

No. 46-CV-38

Union Common Pleas Court.

Wm Lawrence
Plaintiff,

AGAINST

Saul Bland
Defendant.

July 1846,

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

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

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

Vernon Com Plaintiff

Wm C. Sanford
vs
Saml B Lamb

Defendant

Filed July 29. 1846
Joh Carrel Clk

Wm. C. Lawrence
vs
Saml Bland

Union Common Pleas July Term 1846.
In Debt $150. Damages $50.

Issue a summons returnable forthwith, in debt suit brought, on a note of hand under seal or single bill executed by said Saml Bland to James McKlaggan and payable to him or order on the 19th day of April 1843, and payable on or before the first day of Nov. 1844. and duly assigned to the Plaintiffs. July 29th 1846. to recover the said sum of one hundred and fifty dollars, due by said note and also damages for the detention thereof fifty dollars.

By Wm. C. Lawrence Atty

Suit brought on a Note of hand under Seal or Single bill executed by Said Saml Bland to James McElroy. and payable to him or order on the 17. day of April 1843. and payable on or before the first day of Nov. 1844 and duly assigned to the Plaintiff July 25. 1846 to recover the Said Sum of One hundred and fifty dollars due by Said Note and also damages for the detention, thereof fifty dollars by

Wm. C. Lawrence atty

Union Cour Pleas
Wm. C. Lawrence
v
Saml Bland

Service —	$0.55
Mileage —	5
Cerg —	20
	60

Wm McRobinson
Sheriff

Filed July 29th 1846
John Cofsil, Clk

Served this writ July 29th 1846
by delivering a certified Copy of this writ
to the Deft — Wm McRobinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Saml Bland

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 Wm C. Lawrence

in a plea of Debt $150. damages $50 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 29 day of July A. D. 1846.

John Cassil

CLERK.

Union Com. Pleas

Wm. C. Lawrence
vs
Saml Bland

Cost Bill made
Record

Recorded

State of Ohio
Union County
ss.

Court of Common Pleas
July Term 1846.

Wm C. Lawrence complains of Saul Bland in a plea of debt, for that whereas the said Saul Bland, on the 13th day of April 1843 made his certain writing obligatory or single bill, sealed with his seal and here to the court shown, and delivered the same and thereby bound himself to James McElroy or his order the sum of one hundred and fifty dollars, payable on or before the first day of November 1844; which said single bill due and unpaid, was duly assigned to said Wm C. Lawrence on the 25th day of July 1846. in consideration of which premises the said Saul Bland then and there had notice agreed to pay the said Wm C. Lawrence the said sum of one hundred and fifty dollars, with the damages which were due for the detention thereof, yet the said Saul Bland disregarding his agreements hath not paid the said sum of money nor any part thereof to the damage of the plaintiff, fifty dollars, and thereupon he brings suit.

By Wm C. Lawrence
Atty.

Cole & Piper Adm & c
vs
Saul Bland } Judgment in Term Plea
Issue and execution in this case

To John Cassel Clerk

December 1. 1846

P. B. Cole Atty for Plff

Civil/Domestic Case File

Case No. 1846-CV-0039

State of Ohio

vs } Debt &c.

John Allen Gris

Filed Sept. 17th 1846
John Cassil Clerk

Cost bill made
Record

Recorded

State of Ohio Union County

State of Ohio
vs
John Marquis, Jr.
& John Marquis

Union Common Pleas
Jr Debt.
July Term A.D. 1846

The State of Ohio sued out a writ of summons herein against John Marquis Jr and John Marquis, the defendants in said writ mentioned to which the Sheriff of ~~said~~ Union county has returned not found, as to the said John Marquis Jr and thereupon the said State of Ohio complaining of the said John Marquis, in a plea of debt, for that whereas, heretofore, to wit, on the 26th day of Oct. A.D. 1844, at the township of Darby, in the county of Union aforesaid, the said John Marquis Jr had been arrested and brought before one John H. Robinson, then & there being one of the justices of the peace of the said township and county, duly charged, upon the oath of one William Fairfield, with having committed petit larceny ~~upon~~ upon the property of the said William Fairfield, to wit, at the township and county aforesaid, on the day and year last aforesaid — And whereas, the said John H. Robinson, being such justice of the peace as aforesaid, having duly examined into the truth of said charge so made against the said John Marquis Jr, to wit, at said township and county on the day and year ~~last~~ aforesaid, then and there required the said John Marquis, Jr. to enter into a recognizance in the sum of one hundred dollars, with surety, conditioned that the said John Marquis Jr, should appear before the then next Court of Common Pleas of said county, on the first day of the term thereof, to be holden in and for the said

county, to answer the said charge of petit larceny and abide the judgement of the court, and not depart without leave. And the plaintiff avers, the said John Marquis, Jr. with the said John Marquis, his surety, in pursuance of said order & requisition of said justice of the peace did then and there to wit, on the said 26th day of Oct. A.D. 1846, personally appear before the said John H. Robinson, justice of the peace as aforesaid, and then and then joint and severally acknowledged themselves to owe the State of Ohio the sum of one hundred dollars, to be levied of their goods and chattles, lands and tenements, if default should be made in the condition following, to wit, that the said John Marquis, Jr. should personally be and appear before the Court of Common Pleas, on the first day of the term thereof next to be holden in and for the county aforesaid, and then and then answer to the charge of stealing and concealing two large hogs and abide the judgement of the ~~court of Common Pleas duly entered according to law~~ and not depart without leave, as by the said recognizance and the record thereof in the same Court of Common Pleas duly entered according to law, and remaining and ready here in court to be shewn, will more fully and largely appear — And the plaintiff avers, that the said John Marquis, Jr. did not appear before the said Court of Common Pleas, at the term thereof holden in and for the county aforesaid, next after the said recognizance was made and acknowledged as aforesaid, and to which said recognizance was returnable, as by the terms of the said recognizance he was bound to do; but being then and there solemnly called to come into

Court and answer unto said charge of stealing and concealing two large hogs, as by the terms of said recognizance he was bound to do, came not, but made default; and the said John Marquis being then and there solemnly called to come into court and bring with him the body of the said John Marquis, Jr., came not, but made default; by reason whereof, and of the premises, it was then and there considered by said Court of Common Pleas, that the said recognizance be and the same was then and there declared forfeited; as by the record of said forfeiture in said Court of Common Pleas remaining and ready here to the Court to be shewn, more fully and at large appears; whereby an action hath accrued to the plaintiff to demand and have from the defendants the said sum of one hundred dollars; but the defendants have not, nor hath either of them paid the same or any part thereof, to the plaintiff's damage one hundred dollars; Therefore the plaintiff sues &c By P. B. Veale Pros. Atty. for the State.

The State of Ohio
vs
John Marquis Jr
& John Marquis

Precipe

Filed July 29th 1846
John Cassil, Clerk

State
vs
Marquis

State of Ohio
vs
John Marquis Jr
and John Marquis

for debt Deb $100.00
Damages — $100.00

Issue a summons returnable forthwith Endorse on the writ "Suit brought on a recognizance made and entered into before and taken by John M. Robinson a Justice of the Peace in & for County of Union and State of Ohio made by defendants to the Pltff. for one hundred dollars dated on the 26 day of October 1844 with a condition underwritten ~~for the appearance~~ to be void if upon the personal appearance of John Marquis Jr before the Court of Common Pleas on the first day of the then next Term ~~to~~ of ~~term~~ to be holden in & for said County to answer to the stealing and concealing two hogs and ~~depo~~ abide the judgement of the Court & not depart without leave. Which recognizance was forfeited

By P. B. Cole Pros Atty

Dated July 29 1846

The State of Ohio
vs
John Marquis jr.
& John Marquis

Service — 85c
Milege — 5c

Wm M Robinson
Sheriff

Filed july 29th 1846
John Capel, Clerk

Served this writ July 29th 1846
by reading — to John Marquis — John Marquis
in his last found

Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon John Marquis Jr. & John Marquis

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 The State of Ohio

in a plea of Debt $100, damages One Hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 29th day of July A. D. 1846.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1846-CV-0040

No. 46-CV-40

Union Common Pleas Court.

Nathaniel Stuart
Plaintiff,

AGAINST

David P Rea, et al
Defendant.

Oct 1846.
Judg no Defendt.

Journal 3 Page 477

Record No. 5 Page 13

Ex. Doc. Page

Nathaniel Stuart
vs
David P. Rea and others

Transcript 31 cts

Upon motion to the Court this transcript is substituted for one filed 15. April 1846 and costs

Filed July 30th 1846
Joseph Cassil, Clerk

Nathaniel Stuart
vs
David P. Rea
Smith Brown
James Brown
Daniel Brown

Suit Brought on an action of Trespass & Damage $10.00

Damage $4.80
Jus. fees on sum .24½
Sub for Plaintiff .48½
Sub. Deft .36½
Swearing witnesses .56
Judg. .25
Bond .25
Transcript .31
Const fees on sum .50
on sub for Plaint .80
Witness fees 7.50

November 10th 1845 Summons issued Delivered to Const Gladhill. Returnable the 15th day of November 1845 at 10 o'clock A.M. Returned endorsed Served by reading to Defendants fee 50 cts Nov 12th 1845
Wm Gladhill Const

Nov 10th 1845 Subpoena issued by order of Plaint for Daniel G. Stone Russel Calver Joseph Stuart Theodorus Green Joseph R. Wilkins Charles Miller Wm Mfs Loveless Ephraim Stuart Geo Stuart and John Vance Delivered to Const Gladhill. Returned Endorsed Executed by Reading to the within named Witnesses and Paid Mrs. Loveless her fee on demand fees $0.80 cts Nov 12th 1845
Wm Gladhill Const

Nov 12th 1845 Subpoena issued for Ransom Clements Elihu Phelps Lucy & Lydia Brown Aaron Loveless Joseph Cahill and Hartwell Monger by order of Defendant Returned Endorsed Served by reading to all but Monger Nov 14th 1845
David P. Rea

Nov 15th 1845 Parties appeared and redy for trial and all the witnesses but Monger and Cahill and after hearing the proofs and aligations of the parties it is the Judgment of the Court that the plaintiff recover four Dollars and 80 cts damage. Therefore Judgment is rendered against Defendant for the sum of four Dollars and 80 cts Damage and Cost taxed at ($11.26¼) Eleven Dollars 26/100 (Notice for appeal)

In the action of Nathaniel Stuart against David P. Rea Smith Brown James Brown and Daniel Brown we James Hornbeck and Wm M. Baughan do acknowledge our selves bail for appellants in the sum of fifty Dollars to be levied on our goods Chattels lands and tenaments in case the appellants shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued or may accrue in the Court of Common Pleas
James Hornbeck
Wm M. Baughan
Taken signed and acknowledged on this 24th day of Nov 1845
David Danforth J.P.

I Certify the above to be a true Copy of my Proceedings in this Case July 29th 1846
David Danforth J.P.

Union Com. Pleas

N. Stewart
vs
T. S. Rea et al

Service — $0.12½
Mileage — — 5
Calling witness 6
23½
Wm M Robinson
Sheriff

Filed October 15, 1846
John Cupid Clerk

Received of Geo. Miller by reading
Oct 14th 1846 — Wm M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Nathaniel Monroe, Aryl 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 said term, at ten o'clock A. M.~~ For Truth *, to testify and the truth to speak on behalf of* Nathaniel Stewart *in a certain matter in controversy in said court depending, wherein* Nathaniel Stewart *is plaintiff, and* David S. Rea et als *defendant* ~~ants~~ *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* 14th *day of* Oct. *A. D.* 1846

John Cassil CLERK.

Plaintiff's Witnesses

Nathaniel Stuart
vs
David P. Ray et al

Service - - -	$1-00
Mileage - - -	75
Copy - - -	20
Calling witnesses	66
	$2,61

Wm M Robinson
Sheriff

Filed October 15, 1846
John Cogil Clerk

Served Sept 29th 1846 on Russel Cullen Thomas Green David Danforth Elijah Phelps Hiram Gray David Stone Elijah Stone by leaving true copies & Nathaniel Stuart by reading true copies & Elijah Stone & by reading the subpoena of the within named witnesses on the same day & hour of the plaintiff.

Wm M Robinson Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Daniel G. Stone, Russel Colver, Nathaniel Monroe, Jasper Stewart, Theodorus Green, Joseph R. Wilkins, David Dappen, Charles Miller Jr., Ephraim Stewart, George Stewart, John Van Ce, and Elihu Phelps Loveless,

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 Nathaniel Stewart *in a certain matter in controversy in said court depending, wherein* Nathaniel Stewart *is plaintiff, and* David P. Rea et al *are defendants, 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* 28th *day of* Sept. *A. D.* 1846

John Cassil CLERK.

Recd, ~~Rt~~ ul
O & S
~~Brown v. a~~
Stuart
Flea

Filed Oct. 14th 1846
John Copsie, Clk

David P Rea
Smith Brown
James Brown
& Daniel Brown
alias
Nathaniel Huard

} Trespass

And the said David P Rea Smith Brown James Brown & Daniel Brown come and defend &c and say that they are not guilty in manner and form as the said Nathaniel Huard hath complained against them and of this they put themselves upon the Country and the said Nathaniel Huard doth the like

P. B. Cooke Atty for Defts.

Rea vs ~~[illegible]~~

Ramona Clements

Lydia Sampson

Lucy Brown

Filed Sept. 29th 46

John Cafiel Clerk

N Stuart } Union Com Pleas
vs
Rea et al, }

Issue a subpoena for Ransom Clements
Lydia Lampson & Lucy Brown witnes for Deft's

Sept 29 1846 p Blair Atty for Deft's

To J Cassil Clerk

We acknowledge service on the within notice Oct 7th 1846

Alison & Curry attys for Deft

Filed Oct. 14th 1846
John Cassell, Cl.

Nathaniel Stuart
vs
David P. Rice
Smith Brown
James Brown
and Daniel Brown

In union Com Pleas
Tres pass

Depositions will be taken in this case by the ~~plaintiff~~ defendants on Friday the 9th day of ~~August~~ October AD 1846 at the House of Hanson Clements in Liberty Township Union County and State of Ohio between the hours of 10 o'clock A.M. and nine o'clock P.M.

Dated October 7 1846

D. P. Rice
Smith Brown
James Brown
Daniel Brown

Filed Sept 28th 1846
John Cassie Clk

Nathaniel Stuart
vs.
David P. Rea
Smith Brown
James Brown
Daniel Brown

Issue Subpoena for Daniel G. Stone, Rufus Olver, Joseph Stuart, Theodorus Green, Joseph R. Wilkins, Charles Miller, Ephraim Stuart, George Stuart, John Vance, and Lovelep, plaintiff's witnesses.

Allison & Orr
Attys for plff.

To the Clerk of Union Com. pleas.

Dated Sept. 28th 1846.

Filed Oct. 14th 1846
John Cadwallader Clerk

To the Clerk of the Court of Common Pleas of Union County Ohio
Deposition of Ransom Clements
Taken sealed up and directed by me to be used in the case of Nathaniel Stuart vs David P. Rea & others pending in said Court.
Joshua Judy J.P.

Filed Oct. 14th 1846
John Cadwallader Clerk

Opened at [illegible]
Sept 5th 1847 [illegible]
[illegible] Clerk

Depositions to be used in the Court of Common Pleas of Union Co Ohio in a case wherein Nathaniel Stuart is Plaintiff and David P. Rea Smith Brown, James Brown and Daniel Brown are defendants Taken at the time and place mentioned in the accompaning Notice.

Ransom Clements of lawful age ~~deposeth~~ and being duly sworn according to law ~~deposeth~~ and says.

Question by Defendants

What do you know about the hog contended for by Pltff and Defendants.

Answer, in January 1845 that hog came here and took up with my hogs according to my best recollection and continued most of the time with my hogs until the month of February in the same as above and had at the time he came David P. Reads Ear mark as recorded

Question by same, had the ear mark the appearance of having been lately pastor when the hog first came.

Answer

no

Question by same

had it the appearance of an Ancient mark

Answer, yes it had

Question by same

~~was the Swallowfork~~ please describe the mark

Answer, a Swallowfork in the right ear and an upper bit in the left.

Question by Plaintiff, about what time in January did that hog come among your hogs

Answer, it was early in the month of January

Question by same, what time in February did he leave your hogs.

Answer, somewhere about the last of February to the best of my recollection

Deposition of Ransom Clements of Liberty Township in the County of Union taken on the 9th day of October 1846 between the hours of 10 in the morning and 6 in the evening of said day at the house of said Clements pursuant to the inclosed notice, to be read in evidence in a cause pending in the Court of Common pleas of said Co between Nathaniel Stuart plaintiff and David P. Rea Smith Brown James Brown and Daniel Brown Defendants. as follows, the said Ransom Clements doth depose and say

Question by same, how long after the hog came before you supposed it to be Mr Reas
Answer, about a week
Question by same.
had you noticed the ear mark before Mr Rea claimed the hog
Answer, Rea claimed the hog in five or six days after it came. and on a close examination found the mark as I before stated.
Question by same,
what do you suppose induced that hog to come here first
Answer, I suppose for the sake of company
Question by same,
did your hogs run in the common at the time he first came with ~~your hogs~~ them
Answer, sometimes in the common and sometimes in pasture.
Question by same
was there any obstruction to prevent your hogs mine from running together at that time
Answer, no not any that I know of.
Question by same.
did you frequently see the hog after February before you saw him in Reas pen
Answer, I do not recollect at present of seeing more than one
Question by same
when and when did you see him
Answer, in the road near Mr Stuarts in the month of July
Question by same
was he alone or with other hogs supposed to be mine
Answer, he was in company with other hogs which I supposed to be Mr Stuarts

Question by same

did you at that time identify the hog by the mark., Answer, yes I noticed his mark then and judged it to be the same mark it had on in the winter

Question by same. why did you suppose the mark to have been of long standing

Answer, I supposed so from the appearance of the ears and hair.

Question by same

do you suppose the hog that you seen in the road near Mr Stuart was the same hog you afterwards saw in Mr Rea,s pen

Answer, I supposed it to be the same hog

Ransom Clements

State of Ohio Union County (SS)

I. Joshua Judy Justice of the peace do hereby certify that Ransom Clements was by me sworn to testify the truth the whole truth and nothing but the truth as a witness in the above named cause. and that the foregoing deposition by him subscribed was reduced to writing by me and taken at the time and place in the inclosed notice specified. Given under my hand and seal this 10th day of October 1846

Joshua Judy J P (Seal)

Union Com Pleas

Maria P Rea
vs
Nathaniel Stewart
Sub

Filed Octobr 14. 1846
John Cogfil Clk

Leave to demur on all the
Willinctiffs Oct 13 1846 P Rea

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Ranson Clements Lydia Lampson & Lucy Brown & David Lapath Esq

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 David S. Rea *in a certain matter in controversy in said court depending, wherein* Nathaniel Stewart *is plaintiff, and* David S. Rea *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* 29th *day of* Sept. *A. D.* 1846

John Cassil CLERK.

Eder Mark
Receipt

Sept 22nd. 1843.

David P Rea's Ear Mark for Cattle Hogs &c is a Swallow fork in the right Ear and upper bit in the left.

Oct 7th. 1845 Geo W Baxby Clerk
Liberty Township

From Township Records.

In Union Com Pleas

Nathaniel Stuart
vs
David P Rea et als

Trespass Narr.

Filed Sept. 10th 1846
John Cassilles

Cost Bill made
Record

Recorded

Allison & Curry

The State of Ohio
Union County SS

Court of Common Pleas
of Union County,
July Term A.D. 1846

Nathaniel Stuart complains of David P. Rea, Smith Brown, James Brown, and Daniel C. Brown in a plea of trespass. For that the defendants, on the twentieth day of September A.D. 1845, at the county of Union aforesaid, with force and arms, seized and took certain goods and chattels of the plaintiff, to wit, two hogs two sows, two bulls, two cows, two sheep and two goats, of great value, to wit, of the value of ten dollars, and carried away the same, and converted and disposed thereof to his own use, and other wrongs to the plaintiff then did; to wit, at the county aforesaid, against the peace and dignity of the State of Ohio, and to the damage of the plaintiff of ten dollars; and therefore he brings his suit &c.

By Allison & Curry His Attys

Ex. Docket page 454

Nathaniel Stewart
vs
David S. Rea

Dam.	$300
Costs	5005
Writ	41

ex. March 1847.
By Witness & justice fees $14.96

Filed May 5, 1847
John Capil Clerk

Recorded

The defendant produced receipts from plaintiff for Eleven dollars and one fourth in Shadrick for the amount of his costs which are herewith filed No Roberts found whereon to levy
Fees — Mileage $1.00 May 4th 1847 Place by receipts notes, Dr $5 cents in money $22.00 the same being herewith filed
Service 35

Philip Sider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, *at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the* 16th *day of* October *A.D.*, 1846. Nathaniel Stewart *recovered against* David S. Rea *as well as the sum of* Three *dollars* ~~and~~ ~~cents for~~ ~~debt, as the sum of~~ ~~dollars and~~ ~~cents for~~ his *damages as also the sum of* $ 50,05 *for cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said* David S. Rea *you cause to be made the* ~~debt~~ *damages and costs aforesaid, with interest thereon from the* 16th *day of* October *A.D.*, 1846, *until paid; also the sum of* $ *the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said* Nathaniel Stewart

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* 27th *day of* March *A.D.*, 1847.

John Cassil Clerk.

Stewart
vs
Reactor

Prae for Ex

Allison &
Curry

Stewart
vs
Rea et als

Judgment in Union Com Pleas.
Oct Term 1846

Issue an execution
in the above case, returnable next term
To John Cassil Clerk
March 26th 1847

Allison & Curry Attys for Plty.

Civil/Domestic Case File

Case No. 1846-CV-0041

No. 46-CV-41

Union Common Pleas Court.

James E Herreott
Plaintiff,

AGAINST

Alexander Dolvek,
Defendant.

Oct. 1846
Judg vs Defendt.
$ 298 35

Journal 3 Page 480

Record No. 5 Page 8

Ex. Doc. Page

James E Waidner
vs
A Pollock

Receipt

Filed Aug 1. 1846
John Cunnell Clk

By PRL

James E. Hamott
vs
Alexander Pollock

In Assumpsit Damages five hundred dollars

Issue a summons returnable forthwith
indorse "Suit brought on a note and a due bill" Given
by Deft to plaintiff, the said note payable to the plaintiff
or order for the sum of one hundred and twelve dollars dated
June 10th 1846 and due thirty days after the date thereof, and the
said due bill ~~calling~~ calling for the sum of one hundred
and seventy nine dollars and seventy cents dated
and due ~~the~~ June 1st 1846 payable in July next after the date
thereof, also for goods sold and delivered, money lent
had & recd. and on an account stated, Damages ~~Dlls~~ $600.00

To the Clerk of the Court of Common Pleas

Dated August 1st 1846

P. B. Cole Atty for Pltff

suit brot on a Note and Due bill both given by Defendant to Plaintiff the said Note payable to the Plaintiff or order for the sum of one hundred and twelve dollars dated June 10th 1846. and due thirty days after the date thereof and the said Due bill calling for the sum of one hundred and seventy nine dollars and seventy cents dated and due June 1st 1846. payable in July next after the date thereof also for goods sold and delivered money lent had and received and in an account stated Damages Claimed $500.

P P Cole Atty for Pltff

United States
Alanson E Parriott
vs
Alexander Pollock

Service —	$0 35
Milage —	5
Copy —	20
	$0,60

Wm McRobinson
Sheriff

Filed August 1st 1846
John Taylor, Clerk

Served this writ August 1st AD 1846
by delivering a certified copy of this writ
to deft — Wm McRobinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Alexander Pollock,

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 E Harrott

in a plea of Assumpsit damages Five hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 1st day of Aug. A. D. 1846.

John Cassil CLERK.

In Union Com. Pleas

Alexander Pollock

vs

Jas E Hamitt

Plea – In Assumpsit

Filed Oct. 10th 1846
John Capiel, Clerk

Allison & Evans

Alexander Pollock
Ads
Jas E Harriott

In Union Com Pleas.

And the said Alexander Pollock, comes and defends, &c and says that he did not assume and promise, in manner and form as the said James E Harriott hath declared against him: and of this he puts himself upon the country:

& the said James E, do the the like

By Allison & Lenny
His Attys

The plaintiff will also take notice, that the defendant, on the trial of this cause will give in evidence and insist, that the said due Bill, for $179.70 dated June 1st 1846 - was given by mistake for a much larger amount, than the proper one, and that the defendant will claim an off set accordingly.

Also that the plaintiff at the commencement of this suit, was and still is indebted to the defendant in the sum of three hundred dollars for goods sold and delivered, money had and received &c,

Allison & Lenny Attys

Union Common Pleas

James E. Harris
vs
Alexander Pollock } Writs

Ann

Filed Sept. 10th 1846
John Cassel Clerk

Cost Bill made
Recon

Recorded

By P. B. Cole

State of Ohio Union County ss

James E. Harriet
vs
Alexander Pollock

In Assumpsit
In Union Com. Plea
July Term A.D. 1846

James E. Harriet complains of Alexander Pollock in a plea of assumpsit for that whereas the said Alexander Pollock on the tenth day of June A.D. 1846, at the county aforesaid, made his promissory note in writing and delivered the same to the said James E. Harriet, and thereby promised to pay to the said James E. Harriet or order, one hundred and twelve dollars, in thirty days after the date thereof, which period is now elapsed, and the said Alexander Pollock then and there in consideration of the premises promised to pay the amount of the said Note to the said James E. Harriet according to the tenor and effect thereof yet the said Alexander Pollock hath disregarded his promises, and hath not paid the said sum of money or any part thereof, to the damage of the said James E. Harriet five hundred dollars —

— And the said James E. Harriet further complains of the said Alexander Pollock for that whereas also the said Alexander Pollock on the first day of June A.D. 1846, at the county aforesaid, made his due bill in writing, and delivered the same to the said James E. Harriet, and thereby acknowledged to be due to the said James E. Harriet one hundred and seventy nine dollars and seventy cents, to be paid in July next thereafter, which period is now elapsed, and the said Alexander Pollock then and there in consideration of the premises promised to pay the amount of the amount

Pollock
Vote
$179.70

$179.70

Due Jas. E. Harrison one hundred & Seventy nine dollars & Seventy cents to be paid in July next June 1st 1846

A. Pollock

of the said due bill, to the said James E. Harriet, according to the tenor and effect thereof — Yet the said Alexander Pollock hath disregarded his promises, and hath not paid the said last mentioned sum of money or any part thereof, to the damage of the said James E. Harriet five hundred dollars —

And the said James E Harriet further complains of the said Alexander Pollock for that whereas also on the thirty first day of July in the year eighteen hundred and forty six at the county of Union was indebted to the plaintiff in the further sum of five hundred dollars on a certain note and due bill in writing made by the defendant to the plaintiff the said note being for the sum of one hundred and twelve dollars payable to the plaintiff or order thirty days after the date thereof and dated June 10 1846 — and the said due bill payable to the plaintiff for one hundred and seventy nine dollars and seventy cents — dated and due June 1st 1846 — the period for the payment of both of which obligations has now elapsed and the said Alexander Pollock on the 31st day of July AD 1846 in consideration of the premises promised to pay the said note and due bill according to the tenor and effect of each last mentioned but the said Alexander Pollock hath disregarded his promises and hath not paid the amounts of the said note and due bill or either of them or any part thereof to the damage of the plaintiff five hundred dollars —

And the said James E. Harriet further complains of the said Alexander Pollock for that whereas also the said Alexander Pollock on the 31st of July A.D. 1846 at the county aforesaid was indebted to the said James E. Harriet five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the the defendant at his request —

And the said James E. Harriet further complains of the said Alexander Pollock for that whereas also the said Alexander Pollock on the thirty first day of July in the year eighteen hundred and forty six at the county aforesaid was indebted to the said James E. Harriet in the sum of five hundred dollars for money then and there lent by the plaintiff to the defendant at his request

And the said James E. Harriott further com-
plains of the said Alexander Pollock, for that whereas
also the the said Alexander Pollock on the 31st day of July
A.D. 1846, was indebted to the said James E. Harriott in
the sum of five hundred dollars, for money found to be
due from the ~~pl~~ defendant to the plaintiff on an
account then and there stated between them — and also
on the defendant afterward, on the ~~fo~~ thirty first day of July
eighteen hundred and forty-six, in consideration of the premis-
ies, ~~promised~~ then and there promised to pay the said last mentioned several
sums of money, to the plaintiff on request; But he
hath disregarded his promises, and hath not paid the said
several sums of money, nor either of them nor any part thereof
to the damage of the plaintiff five hundred dollars, and therefore
upon he bring suit, &c —

By B. B. Beall,
his atty

Thirty days after date for value recd I
promise to pay J. E. Harriott or order one hundred
and twelve dollars June 10th 1846

A. Pollock

Received this Writ November 2nd 1846

November 13th 1846 by virtue of the within writ I levied upon one two horse wagon, 21 head of hogs, one Milch Cow, two stacks of hay, 4 hives of bees & one empty bee hive, one field of corn consisting of about eight acres, one stove & pipe one bedstead. November 18. 1846 Rodney Picket gave notice that he claimed of the above decribed property 15 head of hogs the two horse wagon and Cow trial had before James M. Wilkinson J.P. on the 21st day of November 1846 and upon the order of said Wilkinson said property was returned to said Rodney Picket. and two of the remaining hogs I left with A. Pollock as he was entitled thereto by law. the remainder of the property, to wit; four head of hogs, one stack of Hay, four hives of Bees and one Empty bee hive, one bedstead, one stove & pipe & one field

Ex. Doc page 426

James & Harriett
vs
Alexander Pollock

Damages	$ 298.35
Costs	8.42
Writ	41
Fees = Levy	35
advertising	25
Postage	8
Printer fee	1.10

Chas. Snider Sheriff

Filed May 4. 1847
John Cabel Clerk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of October A. D. 1846. James E. Harriott recovered against Alexander Pollock

as well as the sum of Two hundred & ninty eight dollars and thirty five cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 8,42 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Alexander Pollock you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of October A. D. 1846, until paid: also the sum of $ 41 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said James E. Harriott

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 20th day of October A. D. 1846.

John Cassil Clerk

James & Hancock
vs
Alexander Pollack } Judgment Oct. Term 1846

Issue an execution for judgement and costs in this case Oct 18 1846

P. B. Cole
Atty for Plff.

of corn I advertised for sale in the argus a newspaper published and in general circulation in the County of Union. O. on the fourteenth day of December A.D. 1846 between the legal hours December 14th 1846 I offered the above described property for sale and sold as follows, to wit.

James E. Harriott	1	Bedstead	$1.93
Do Do	1	hive of Bees	87
Do Do	1	Do " Do	1.18¾
Do Do	1	Do " Do	1.94
Do Do	1	Do " Do	.31
Do Do	1	Do " Do	1.94
Do Do	1	Stove & pipe	5.00
George Criswell	2	hogs 50 cents Each	1.00
Do Do	1	Stack of Hay	3.00
James E. Harriott	2	hogs 62½ cents Each	1.25
Do " Do	1	Field of Corn	2.06¼
George Criswell	1	Stack of Hay	.37½
the whole amounting to			$20.85½

January 6th 1847 I levied on one field of Grain in the ground supposed to be about eight acres on A. Pollocks land south of Marysville there being no other goods or Chattels found there on to levy, I therefore levied on the following described Real Estate subject to a Mortgage given by Alexander Pollock to John Cassil Joshua Judy and others, bounded and described as follows part of survey No. 4069 Virginia Military land Begining at a hickory (now a stake) in the east line of said survey thence S 10° W 118 poles to a hickory & dogwood (originally called by mistake hickory and white elm) thence S 79° W 150 poles to a stake in the london road thence with the angles of said road N 17° E 54 poles to a stake thence with said road N 11° E 74 poles to a stake corner to a lot sold by John B. Beard to Silas G. Strong — thence with said Strongs line N 79° West 103 poles to the begining containing Ninety two and one half acres more or less — Also one other tract or parcel of land situate in said county and bounded and described as follows being part of survey N 3354 patented to Stephen J Mason Begining at a stake in the state road leading from Marysville to London South East corner of the lot sold to James H. Gill thence N 49° W 58 poles to a stake in the Marysville and Milford State Road thence with said road S 41° W 204 poles to a stake in the South line of the Original ~~line correcting the course thereof N 81° E~~ survey No 3354 thence with said original line correcting the course thereof N 81° E 160 poles to a stake in the said Marysville and London State road thence with said road N 12° E 94 poles to the begining containing Eighty five acres. Also one other piece or parcel of land situate in the same County and bounded and described as follows to wit being part of said survey No 3354 and between the London & Milford roads near Marysville begining at a stake in the centre of the Milford State road corner to a lot sold by L. H. Gill to John Cassil thence S 41° W 28 poles to a stake in the centre of said road thence S 49° E 60 poles to a stake in the centre of the London

Road thence with said road N 11° 30 E 24 poles to a stake in the east original line of said survey thence with said line N 9° 25 W 9 poles and links to the corner of the lot sold by John Capil as aforesaid thence N 49° W with the line of the lot sold to said Capil to the place of begining containing nine acres more or less — Also one other piece of land situate in the same County being part of survey No 3351 and bounded and described as follows Begining at the Junction of the London and Milford State Road in the centre of said roads South of the town of Marysville thence with the Milford State road by the present point of the compass N 40° W 50 poles to the south line of said original survey No 3351 thence with said line correcting the course thereof S 9° E 65 poles to the centre of the London State road thence with said road N 12° W 105½ poles to the place of begining containing Seven acres two roods and twenty nine perches more or less Also the following Inlots in the town of Marysville to wit Nos (96) ninety six Seventy three (73) & Eighty five (85) as will more fully appear refference being made to the recorded plat of said Town. Also the following parts of Inlots in said Town to wit. the north half of In lot No 62 sixty two the west half of In lot number twenty nine (29) a part of Inlot Number fifty one (51) bounded as follows to wit Begining at the North East corner of said lot one pole west of the old court house on the alley thence South three poles to a stake thence west two poles to a stake thence North three poles to the front line of said lot thence on the front line East two poles to the place of begining containing six rods of Ground more or less as deeded to me by Lyprian Lee & wife Also another part of the same lot No 51 which

was deeded to me by Lilas C. Strong & wife bounded by the part above described on the north extending the said East & west lines south so that a line running East & west five feet north from the original south line shall be their south line. for a futher description of said lots refference is made to the recorded plat of said Town Also one other piece or parcel of land situate in the County aforesaid and bounded and described as followes to wit Begining at a stake in the centre of the Milford road corner to Wm C. Lawrence's land thence with his line S 57° 30 E 54 poles to a stake thence S 29° 30 West 33 poles to a stake thence N 57° 30 W 60½ poles to a stake in the centre of said Milford road thence with said road N 40 E 31 poles 5 links thence N 81° 20 E two poles to the begining Being part of Survey No 4069 & containing twelve acres more or less — Also an undivided one hundred acres of land in the Virginia Military Survey No 4405 which was Entered and surveyed for Benjamin Grimes and patented to his heirs containing thirteen hundred thirty three and one third acres on the waters of Mill creek in the County of Union and State of Ohio — Also one other piece or parcel of land situate in said County of Union and bounded and described as follows being part of Survey N 3354. Begining at a stake in the centre of the Milford road in the East original line of said Survey thence S 41° W 32 poles to a stake in the centre of the Milford Road aforesaid thence S 49° E 40 to a stake in the line of said Survey thence with said East line N 9° 25 W 52 poles to the begining containing four acres more or less, the property last levied on not advertised by order of Plaintiff

Civil/Domestic Case File

Case No. 1846-CV-0042

No. 46-CW-42

Union Common Pleas Court.

Anthony Walke
Plaintiff,

AGAINST

Wm M Robinson
Defendant.

JUN TERM. 1843

JUD'G VS PLAINT'F

Journal 4 Page 131

Record No. No Record Page

Ex. Doc. 1 Page 398

Union Com. pl. cas:

Anthony Walke Sen.
vs.
William M. Robinson

Praecipe in Replevin

Filed Oct 1st 1850
John Cassidy
Cost bill mad.
Cost till June 2nd
A.D. 1852 mad.
No. Record

Otway Curry
atty.

Topl.
1 Greenleaf, 419

Anthony Walker Senr } In Replevin
vs } Damages $600,00.
William M. Robinson }

Issue a writ of Replevin for the following goods and Chattels, to wit: One bay mare and colt; One Grey mare and yearling colt; Eight Cows; One Ox; Two two year old heifers; ~~One Half~~ Thirty five head of Sheep; One half of thirty acres of Corn standing in the field; One half of the wheat grown upon eight acres of ground & now in stack; One Half of the oats grown upon Twelve acres of ground, and now in stack; and eleven stacks of hay, supposed to be twenty-eight tons in quantity.

Otway Curry
Atty for plaintiff

To the Clerk of Union Common Pleas

Dated October 1st 1846.

Anthony Walker jr, agent of the above named Anthony Walker Senr. makes oath and says that the said Anthony Walker Senr. has good right to the possession of the goods and Chattels described in the above precipe, and that the same are wrongfully detained from him by the said William M. Robinson; and that the said goods and Chattels were not taken in execution on any judgment against the said Anthony Walker Senr. nor for the payment of any tax, fine, or amercement assessed against him, nor by virtue of any writ of Replevin or other mesne or final process whatever, issued against the said Anthony Walker Senr.

Anthony Walker jr

Sworn to and subscribed this 1st day of October 1846 before me.

James Lowmer J.P.

Union Com. pleas.

Anthony Walke Dev.

vs.

Wm. McRobinson

Replevin Bond.

Filed Oct. 5th 1846
John Capehart

Know all men by these presents that we, Anthony Walke Senr. Anthony Walke Junr, and Samuell K. Reed are held and firmly bound unto William M. Robinson in the penal sum of Six hundred and Eighty Dollars and Eighty Cents ~~Dollars~~ to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, sealed with our seals and dated this 2d day of October 1846.

The Condition of the above obligation is such, that whereas the said Anthony Walke Senr. on the 1st day of October 1846 sued out of the Court of Common pleas of the said County of Union, a writ of Replevin against the said William M. Robinson for the following goods and Chattels, to wit: One Bay Mare and Colt; One gray Mare and yearling Colt; Eight Cows; One Ox; Two Two year Old heifers; Thirty five head of sheep; One half of Thirty acres of Corn standing in the field; One half of the Wheat grown upon eight acres of ground, and now in stack; One half of the oats grown upon Twelve acres of ground, and now in the stack; and eleven stacks of hay, supposed to be twenty eight tons in quantity; and which said writ is returnable at the next Term of said Court; Now if the said Anthony Walke Senr. shall appear at the next term of said Court, and shall prosecute his said suit to effect, and pay all costs and damages which shall be awarded against him, then this obligation shall be void, otherwise in full force.

Anthony Walke (Seal)
Samuel K. Reed (Seal)

Union Com Pleas

Anthony Mack
vs
W M Robinson

Suit for Writ

Filed June 23. 1848
John Cassil Clk

Served this writ personally upon William Davis, Alexander Davis, A. K. Reed, Caspius Burnham, John Reed 2d, Samuel Dee, Lessee Porter Josephus Reed and Thomas McDonald on the 19th Day of June 1848. upon Nathan Robinson & Co. Lessees June 20th 1848. upon Joseph Miner June 23. 1848 who demanded his fees which were not paid

Fees – mileage 60
service 1 50 = $2.10

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON William Davis, Alexander Davis, S. R. Reed, Elephas Burnham, John Johnson, C. Lee, John Reed 3d, Samuel Dee, Jesse Porter, Josephus Reed, Thomas McDonald and Joseph Diner,

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~~ second day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of William M Robinson

in a certain controversy in said Court depending, wherein

Anthony Walk is Plaintiff, and William M Robinson 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 14th day of June A.D., 1845.

John Cassil Clerk.

Union Com Pleas

Anthony Walk

vs.

W M Robinson

Suit for Wrts

Service this writ by reading to
all the within named witnesses April
24, 1848 $
Fee - mileage 35
service 87½
Dp
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Erastus Burnham, Jacob Fairfield, Micheal Davis, Andrew Keyes, William Walk, David Burnham and Joseph Galloway,

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~~ second day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Anthony Walk,

in a certain controversy in said Court depending, wherein

Anthony Walk & is Plaintiff, and William M. Robinson,

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 17th day of April A.D., 1848.

John Cassil Clerk.

Union Com Pleas

A Walker &c

vs

W M Robinson

Suit for Writ

Served this writ April 24, 1878 by reading to all the within named witnesses except John Johnson who was sick.

Fees — mileage 57

service 87½

Philip Phelps Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Wm Davis, Alexander Davis, S. R. Reed, Elephas Burnham John Johnson, A. Lee, John Reed 3d & Samuel Lee.

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~~ second day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Wm. M. Robinson

in a certain controversy in said Court depending, wherein Anthony Walk, Sr

is Plaintiff, and Wm M Robinson

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 ninth day of April A.D., 1848.

John Cassil Clerk.

Union Com. pleas.

Anthony Walke Dev.
vs.
William M. Robinson

Writ of Replevin.

Filed Oct 3d 1846
John Capel Clerk

The State of Ohio Union County, Ohio, ss.

We the undersigned being called upon by James Riddle Coroner of the aforesaid County to assist in holding an inquest of the said Riddle proceeded to view and appraise the another name property, viz: one bay mare colt at forty Dollars, one bay mare & yearling colt at fifty Dollars eight cows, at fifty Dollars, one ox at twenty Dollars, two two year old heifers, thirteen Dollars, thirty five Dollars, two year old heifers, thirteen Dollars, thirty five Dollars of sheep, at twenty one Dollars, one half of the barn of wheat, twenty five Dollars, one half of twelve acres of oats in the stack twenty Dollars, one half of twelve acres of oats in the stack twenty Dollars, one clover stacks of hay forty five Dollars. This 22 day of October 1846

Daniel Bennham
Jacob Fairfield

Sworn to and subscribed before me this 2d day of October 1846
James Riddle, Coroner

$2,00

Received this Writ October 1st 1846.
October 2nd 1846 Replevied and delivered to the Agent of the plaintiff Anthony Walke Dev. the same goods and Chattels named in this writ. Took bond in the sum of $680,30. This
Oct. 3 1846 Served this writ upon the Defendant William M. Robinson.
By reading. James Riddle, Coroner

Service	,35
Mileage	,30
Inquest	1,00
Bond	,50
Coroners fees	2,15
Appraisers fees	1,00
	$3,15

The State of Ohio, }
Union County, SS. }

To the ~~Sheriff~~ Coroner of said County, Greeting:
We command you that without delay you cause to be replevied unto Anthony Walke Senr. the goods and Chattels following, to wit: One Bay mare and Colt; One grey mare and yearling Colt; Eight Cows; One Ox; Two Two year Old heifers; Thirty five head of sheep; One half of Thirty acres of Corn standing in the field; One half of the wheat grown upon eight acres of ground and now in stack; one half of the oats grown upon Twelve acres of ground, and now in stack; And eleven stacks of hay, supposed to be twenty eight tons in quantity; which William M. Robinson ~~unlawfully detains from~~ wrongfully detains from the said Anthony Walke Senr. as is said; and also that you summon the said William M. Robinson to appear at our next Court of Common pleas, to be held within and for the County of Union, to answer unto the said Anthony Walke Senr. for the unlawful detention of the goods and Chattels aforesaid: Damages Six Hundred Dollars; and have you then there this writ.

Witness John Cassil, Clerk of our said Court, at the Court House in said County, this 1st day of October 1846.

John Cassil Clk

Filed April 20th 1847

Wm. Carroll Clk

Wm M Robinson
vs
A Mathews Sr

In Replevin

Issue a subpoena for Wm Davis Alexander Davis S R Reece S B Dee Elephus Burnham John Johnson & Chas Topliff witnesses for Deft April 23 1847 P B Cole
Atty for Deft

Union Com. Pleas.

Anthony Walke Ten.

vs Replevin

Wm M. Robinson

Declaration

Filed November 26, 1846
John Cassil Clerk

Otway Curry
Attorney

Court of Common Pleas of Union County, Ohio.
Of the Term of October A. D. 1846

The State of Ohio
Union County, SS.

Anthony Walke sen.
by Otway Curry his Attorney,
complains of William M. Robinson in a plea of Replevin; for that the Defendant heretofore, to wit, on the Thirty first day of November A. D. 1846, at Union County Ohio, wrongfully and unjustly detained in his possession, and from the plaintiff the following goods and Chattels of the plaintiff, and until the same were replevied by the writ of replevin issued herein, to wit: One bay Mare and Colt; One gray mare and yearling colt; eight Cows, One Ox, Two two year old heifers, Thirty five head of sheep, One-half of thirty acres of Corn standing in the field; One half of the wheat grown upon eight acres of ground and now in the stack, One half of the oats grown upon twelve acres of ground, and now in the stack, and eleven stacks of hay, supposed to be twenty eight tons in quantity; — To the damage of the plaintiff of Six Hundred Dollars; and thereupon he sues, &c.

By Otway Curry,
his attorney.

A Walke
Lease to
Wm Walke

(B)

Know all men by these presents, that I Anthony Walke of the county of Ross and State of Ohio: Do hereby constitute and appoint William Walke of the county of Union and State aforesaid my Agent and Attorney in fact to rent out the Land on which he now resides, and to receive the Rents and crops, or such parts thereof as may be agreed upon by my said Attorney and such person or persons to whom my said Attorney may rent said land or any portions of the same, and to take care of my stock now on the farm, to superintend generally my interests in said County of Union, and to account to me annually for the rents crops and stock. Given under my hand and seal this eleventh day of March 1846

Anthony Walke (Seal)

Chillicothe March 11th 1846

Dear Son

It is so very uncertain when I can come up to Union, and as the time of year has arrived, when arrangements for farming the place you live on should be made, I therefore send you a power of Attorney for that purpose. We are all well

Yours
Affectionately
Anthony Walke

Union Com Pleas

Anthony Ball
vs
Wm M Robinson

Sub for wit.

Filed July 28 1847
John Cassil CM

July 28. 1847 Served the within writ personally upon all the within named Defendants
Fees - mileage
Service $0.75 Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Erastus Bronham Jac A Fairfield Micheal Davis Andrew Keyes William Walk David Bronham & Joseph Galloway

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

in a certain controversy in said court depending, wherein Anthony Walk *is plaintiff, and* Wm M, Robinson *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* 9th *day of* July *A. D.* 1847

John Cassil CLERK.

Anthony Walke
vs
William M. Robinson } In Replevin

Issue Subpoena for Erastus Burnham, Jacob Fairfield, Andrew Keyes, Joseph Galloway, and Michael Davis, Plff's witnesses.

Otway Curry
Atty for Plff.

To the Clerk of Union Com. Pleas

Dated April 7th 1847.

A. Wacke Lond.
to
~~Logge~~
Assignee
~~Wm Davis~~
Wm Wacke

(A)

This Agreement Cancelled

Know all men by these presents that I Anthony Wacker of the county of Hocking and State of Ohio, have appointed and constituted, and do hereby appoint and constitute my son William Wacker of Union county and State aforesaid my Agent, to take charge and have a general superintendence of the farm on which he resides, to look after, and take care of the stock farming utensils and household furniture on the premises, and to carry into effect my directions in reference to the fencing and other improvements which I expect to make on the place where he lives.

Given under my hand and seal this 23d day of October 1844

Anthony Wacker (Seal)

This agreement between William Walke of the County of Union and State of Ohio of the one part and and Michael Davis and William Davis of the County of Union and State aforesaid of the other part. Witnesses that the said William Walke Agent and attorny in fact of Anthony Walke in consideration of the covenants of the said Michael Davis and William Davis herein mentioned doth hereby demise grant and to farm let unto the said Michael Davis and Wm Davis their Executors administrators from the first of March 1847 to the first of March 1849 all the plough land now in thare occupancy bounded on the North by Samuel H Read and Josphas Reads farm West by Martin Ballew and the Moran farm South by Heathaways farm and said Walkes farm East by the farm of John Cooledge decd and the said Anthony Walke and by my agency ocupying the residue of the premises is to furnish one span of horses one two hors Waggon and the farming utensils used last year and in the care of Mr Davis also so much of the meadow to be cut on the shares as may be agreed upon at hay making by me as agent, and the Said Michael Davis and Wm Davis are also to hav pasture for what sock they hav at this time free of charge and hay and grane sufficient for one half of the teams employed also all the grane tat they rais on the nurcery after clearing it of and breaking up the same. also the use of the pasture south of the house in which Wm

Davis lives for the use of the work horses and wha
othe sock the said Davis may see fit to turn
in and the said Michael Davis and William
Davis in consideration their of doth hereby
covenant and agree jointly and severely to
diliver to the sai Walk or his agent William
Walke on the premises one half of
the corn in the crib one half of the
small grane in the stack one half of
the Potatoes dug and payled and the said
William Walke is to hav the use of the
waggon and horses when not in use on the
farm.

Anthony Walke test William Walke (Seal)
Alexander Davis William Davis
Michael Davis

Union Com Pleas

A Walk
vs
Wm Robinson
Sub for Wits

Filed June 20. 1868
Whiteside clk

Served this writ personally upon all the within named witness on the 19th day of June 1868 Executed Brunham demanded his fee which were not paid

Fee - mileage	35
Service	87½ = 1.22½

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Erastus Burnham, Jacob Fairfield Michael Davis, Andrew Vergis, William Walk, David Burnham Nice Joseph Galloway,

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~~ second day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Anthony Walk in a certain controversy in said Court depending, wherein Anthony Walk is Plaintiff, and William M Robinson 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 19th day of June A.D., 1846.

John Cassil Clerk.

Union Com Pleas

Anthony Wall
vs
W M Robinson

Sub for Witn

Served this writ personally upon the within named Jesse Porter April 17, 1848 and by reading to the Defendant McDonald on the 24th day of April 1848 Joseph Reed not found

Fees - mileage 75
Service 25
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Lesse Porter, Josephus Reed, and Thomas McDonald,

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~~ second day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of W. M. Robinson in a certain controversy in said Court depending, wherein Anthony Walk & is Plaintiff, and William M. Robinson 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 13th day of April A.D., 184 8.

John Cassil Clerk.

April 28. 1847 Served this writ upon S. K. Reed and Elephus Burnham by leaving a true copy at the residence of each; and upon S. B. Dee, William Davis, Alexander Davis, John Johnson and Elias Topliff by reading

Fees—Service 87½
copies 20
mileage 55 = 162½ Philip Snider Sheriff.

Union Bar Plas

vs. Walk, dr.

vs

Mrs M. Robinson

Dft to sue for Writ

Filed April 28 1847

John Davis Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon William Davis, Alexander Davis S. K. Reed, S. B. Dee, Clephus Burnham, John Johnson & Elias Topliff

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~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Wm M. Robinson *in a certain matter in controversy in said court depending, wherein* Anthony Walke, sr. *is plaintiff, and* Wm M. Robinson *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* 24th *day of* April *A. D.* 1847

John Cassil CLERK.

Filed Aug 4 07 Ney
John Wasnil Clk

Walke
vs

Robinson

Motion for New trial

Filed Aug. 6th 1847
John Capsillers

Anthony Wolke
vs
Jno M Robinson } Verdict for Pltff 1 cent

The said Defendants now comes and moves the Court for a new trial in this case for the following reasons

1st The said verdict is contrary to the instructions of the Court, — in this that the Court instructed the Jury that they could not find for plaintiff in that part of the property which was growing crops, & that which was undivided property, also that which by the plaintiff by his Bill of Sale showed that he had sole right of possession in — ~~in ownership under Conditions~~ all which covered all the property — contrary to which instructions the Jury found for a verdict for the plaintiff

2 The verdict is contrary to the evidence

3 It is contrary to Law

4 There are other objections

Wherefore the defendant moves the Court to set aside said verdict & grant a new trial

~~P B Cole~~
Allison & Cole
Attys for Defendants

Anthony Walke sen
vs
Mrs M. Robinson

Deposition of
Elias Topliff

Justices Fees 37½ cts

Filed Oct 5th 1847
John Cassie Clk

John Cassie Clk C. C. P.
Union Co
Ohio

The plaintiff by his attorney, leave to the written cross-interrogatories to be propounded to Elias Topliff, the deponent above named, for proofs of the following facts and circumstances, viz:

1st. That the questions by defendant's counsel, in their answers, sought to be given, and the answers to said questions are shown to the time of taking the deposition.

2d. The said Elias Topliff was in company with the plaintiff in this cause, in company, as is shown by the written answers, in the way at the time of making the deposition, the defendant's counsel, ~~the defendant~~ Oliver C. Hanson, in an indemnifying bond given by said plaintiff to the defendant in this suit, from the payment of costs. Therein by reason of which said suit, which is a suit for a debt, said plaintiff was subject to a risk of recovery against said plaintiff, or a certain amount of costs, would be subject to said plaintiff, or a certain amount of costs. He was then in the plaintiff's interest.

Curry & Pownall,
Attys for Pltff.

Served this 17th of Sept.
A. D. 1847

O. Crump
Atty for Pltff

Anthony Walker Sr
vs
Wm M Robinson } In Union Com. Plas
In Replevin

Depositions will be taken in this Case by the defendant at the office of A Keys Esq in the Town of Milford County of Union and State of Ohio on the 18th day of September 1847 between hr + A M and nine P.M

Dated September 17 1847 Wm M Robinson
By P. W. Beale Atty
for Deft

Depositions of a Witness taken in a cause pending in the Court of Common Pleas within and for the County of Union and State of Ohio wherein Anthony Walker Sr is plaintiff and Wm M Robinson is defendant and for said defendant in pursuance of the notice hereto attached and at the time and place therein mentioned, both parties by their atty present, Elias Topliff of the County of Union of lawful age being first duly sworn by me as hereinafter certified deposes as follows

Question by Defendant, Have you at any time within the last ten years heard Wm Walker say anything concerning putting his property in other hands of his father the (plaintiff) to prevent being troubled by the executions of his creditors, If so state what and the amount of such conversation,

Answer by Witness, Wm Walk did tell me ~~that~~ in the latter part of the year 1840 or the fore part of the year 1841 that he was ~~going~~ agoing to put his property out of his hands into his Father's to keep from being bothered or troubled with executions and Constables and that he was going to have his Father come up and have it fixed

The plaintiff by his atty objected to the above question and answer, and to the competency of this witness in general, on the ground that this Witness Elias Topliff is security for Oliver C. Kennedy in an indemnifying bond given by said Kennedy to William M. Robinson the defendant in this case, by reason of which suretyship he is liable in this case against said Robinson might result in the recovery against of said Topliff to the amount of said bond. He is therefore interested

Turn over

Question by Deft, for the same Conversation did you Walker say any thing about his debt to Oliver C Kennedy — and if so, what, and did say anything about being much troubled by his Creditors trying to collect their debts,

Answer by Wit —

I think he said he owed Mr. Kennedy a considerable of debt, and that he was troubled a great deal with his creditors and that he meant to try to stop it, by putting it out of the way of the constables, as stated in the foregoing answer

Ques. by Plff. When did the Conversation take place, & in whose presence?

The conversation took place in my office, no one present but Walk and myself

Ques. by Same. Do you expect to be in this County at the next Term of the Court of Common Pleas?

I do not,

Ques. by Same: are you Security for Oliver C. Kennedy in an indemnifying bond given by him to William M. Robinson the defendant in this suit in which this Deposition is taken, and was said bond given to secure said Defendant from loss which might result to him from said Suit?

I believe I am security on the above named bond and that it was to indemify Wm. M Robinson from cost of said Suit,

Ques. by Same = Did you ever communicate Walker's remarks (above stated by you) to Oliver C. Kennedy, & if so, how long ago?

I told Mr Kennedy something about the conversation of Mr Walker's conversation about putting his property out his hands, but what I ~~to~~ told him I do not recollect the time was about three years ago

Ques. by Same = were you absent at the last Term of Union Common Pleas? and when you started away at that time was Oliver C. Kennedy aware of it?

I was, but I do not know that Mr Kennedy knew that I should be absent, at the time of court, I suppose that he knew that I was going away, I started to go to Iowa, I started the 10th of June 1847, I expected to ~~be be~~ return about the last of July, I think I told Mr Kennedy that I expected to be gone about six weeks,

Elias Topliff

I, Daniel Burnham a Justice of the peace in and for the township of Union in the County of Union Ohio do hereby certify that the above named Elias Topliff was by me first duly sworn to testify the truth, the whole truth and nothing but the truth and that the foregoing depositions by him subscribed were reduced to writing by the said witness Elias Topliff, and was taken at the time and place specified in the indorsed notice

In testimony whereof I have hereunto set my hand this 18th day of Sept A.D. 1847

Daniel Burnham J.P.

J. Walker
to Pow. of Atty
W. Walker

C

Know all men by these presents that I Anthony Walker of the County of Pike and State of Ohio, do hereby constitute and appoint William Walker of the County of Union and State aforesaid my Agent and Attorney in fact to receive my rents, superintend my Stock on the farm on which he resides, pay my taxes and to look after my interests generally in said County.

This Power of Attorney is given in lieu of a former one given to said Wm. Walker which he has lost or mislaid. In testimony whereof I hereto set my hand and seal this 7th day of August 1846

Anthony Walker Senr
(Seal)

Attest
Thos. Walker

Filed June 6. 1848
John Cassil Clk

629

Anthony Walke
vs
Wm M Robinson } Replevin

Issue a subpoena for Wm Davis Alexander Davis J. K. Reed Elephas Burnham John Johnson C. Lee John Reed 3d Samuel Lee Jesse Porter Josephus Reed Thos. McDonald Joseph Thurston witnesses for Defendant.

June 6 1848

P. R. Leake Atty
for Deft.

A. Walker
vs
V. M. Robinson

Settlement -

Filed June 29th 1846
John Cafsil, Clerk

Union County. Com. Pleas. June Term 1848

Anthony Walk
vs. } Replevin.
William M. Robinson

This Case is settled upon the following terms, each party to pay his own costs, no record to be made, and papers withdrawn.

Curry & Powell
Pl's Attys.
Bleakley Defts. Atty.
Chrisman " "
John H. Young " "

Filed April 13th 1848
John Cassil Clk

Anthony Walker
vs
William M. Robinson

Deft's Witnesses

Issue Subpoena for
Jesse Porter, Josephus Reed & Thomas McDon=
=ald

To the Clerk of Union Com. Pleas — Coyle, Young & Allison
Atty's for Deft's

April 13th 1848

Filed June 19. 1848
John Cassie Clk

Anthony Walke
vs.
William M. Robinson

Issue Subpoena for Erastus Burnham, Jacob Fairfield, Michael Davis, Andrew Keyes, William Walke, David Burnham, and Joseph Galloway, Witnesses for plff.

Atwell Cummings
Atty for plff.

Clerk of Union Com. Pleas.

Dated June 19th 1848

Filed July 23 1847
John Cassidy Clk

A Walke } Union Com. Pleas
Wm M^cG Robinson } for Replevin

Issue a subpoena for Wm Davis Alexander Davis S K Reed S B Lee Elephas Burnham Johnson Johnson Elias Lopliff Cyprian Lee John Reed 3d witnesses for Deft.

To John Carrel Clerk

July 22 1847 P. B. Cooke Atty for Deft.

Filed April 7. 1848
John Cassil clerk

Anthony Walker
vs
Wm A Robinson } Replevin

Issue a subpoena for Wm Davis
Alexander Davis S K Reed Elephas Bunkerson
John Johnson C Lee John Reed 3d Samuel Dee
Witnesses for Deft

April 7 1848

Cole & Allison
Attys for Deft

Filed April 28 1848
John Carroll clk

Anthony Walker
vs
Wm M Robinson

Deft: Motion

Issue a subpoena forthwith
for Joseph Stiner
to the Clerk of Court Comm Pls

Allen Cole & Young
Attys for Deft

3/75

11.41

Mun Com Pleas

A Wolf

vs

Commissioners

Subpoena

Filed April 25. 1828

Pth Cerric C/C

Served this writ by reading to the within named witness. who demanded his fees which were not paid. April 25. 1828

Fees mileage 5

Service 12½ = 17½

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Joseph Stice

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~~ tomorrow morning, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Wm M. Robinson

in a certain controversy in said Court depending, wherein

Anthony Walk is Plaintiff, and Wm M Robinson

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 25th day of April A.D., 1848.

John Cassil Clerk.

April 22nd 1847 Served this writ by reading to Joseph Galloway, Jacob Fairfield, Andrew Keyes and Michael Davis and upon Erastus Burnham by leaving a certified copy of this writ at his place of residence

Fees. Service 62½
copy 10
mileage 40 = 112½. Philip Snider Sheriff

Union County Ss.

Sandford Meade
vs
Wm. M. Atkinson
Ant. Jr. Atkinson

Date April 22 1847
John Lafe Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY--*GREETING.*

We command you to summon Erastus Burnham Jacob Fairfield Andrew Keyes Joseph Galloway and Micheal Davis

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, on the ~~first~~ second *day of next term, at* ~~ten~~ nine *o'clock A. M., to testify and the truth to speak on behalf of* Anthony Walk *in a certain controversy in said court depending, wherein* Anthony Walk *is plaintiff, and* William M. Robinson *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* fifteenth *day of* April *A. D.* 184 7

John Cassil CLERK.

Anthony Walker
vs
Wm. M. Robinson

Filed Aug 4 1847
John Cassil Clk

Aug 4. 1847 Served this writ personally upon the within named witness
Fees mileage 5
Service 12½
Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY--*GREETING.*

We command you to summon Wm. M. Robinson

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* Oliver C. Kennady *in a certain controversy in said court depending, wherein* Anthony Walke, sr. *is plaintiff, and* Wm M. Robinson ~~et al~~ *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* fourth *day of* Aug. *A. D.* 1847

John Cassil CLERK.

Served the within writ personally upon Wm Davis Alexander Davis J. K. Reed Elephas Burnham John Johnson Cyphian Lee John Reed 3rd " Said Johnson demanded his fees which were not paid Elias Topliff not found

Fees mileage 50
Service 87½ Philip Snider Sheriff

Union Com Pleas

A Wall
vs
Wm Robinson

Debt for rent

Filed Dec 28 1847
John Garrie Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Wm. Davis Alexander Davis J. R. Reed Elephas Burnham Johnson Johnson Elias Sopliff Cyprian Lee And John Reed 3d

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~~ second *day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of* Wm M Robinson *in a certain matter in controversy in said court depending, wherein* Anthony Walk *is plaintiff, and* William M Robinson *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* 23 *day of* July A. D. 184 7

John Cassil CLERK.

Mun Com Pleas

Robinson
ad
Nalbie } Plea

Filed April 23d 1847
John Cofsil, Clerk

Jno M Robinson
vs
Anthony Walke Ex } In Replevin

And the William M Robinson comes and defends & says that he does not wrongfully detain the goods and chattels specified in the Declaration or any part thereof in manner and form as therein alleged and of this he puts himself upon the Country and the said Anthony Walke doth the like

Cole & Allison
Attys for Deft

The pltff or his Atty will take notice that under the above plea the deft will give in evidence as a bar to the pltffs action that he was at the time Sheriff of the County of Union that process of Execution was placed in his hands in a case of Oliver C Kennada against William Walke and also in the case of Saml Mills vs Jno Walk ~~and that previous~~ by virtue of which execution the defendant had levied upon the said goods & chattels specified in the Declaration as the property of the said William Walke and took the same into possession and detained them as such Sheriff as lawfully he ought and this the defendant is ready to verify

Cole & Allison Attys

Filed aug 3 1887
John Cassil Clk

Anthony Ulrich

Wm. M. Robinson

at Mount Lem

Aug. 4, 1847.

Union Common Pleas

Issue subpoena for Samuel Lee to testify in this case for the pltff., on behalf of defr.

Cole & Allison, atty

Walke
vs.
Robinson

Praecipe for
Pltffs. Witnesses.

Filed July 27 1787
John Cassell Clk

Anthony Walke
vs.
Wm. M. Robinson

Issue subpoena for Erastus Burnham, Jacob Fairfield, Michael Davis, William Walke, James Burnham & Joseph Galloway, and Andrew Keyes, Plff's witnesses

Otway Curry
Atty for Plff.

Dated July 26th 1847

Ex. Docket Page 365

David M. Wells
vs
McClean Wade

Damages	$179.45
Costs	3.73
Interest	15.96
Writ	41

Ex
April 17th 1844 - $ 23.33
Oct. 22d 1844 7.00
June 2 1845 27.50

Serving - - - - -	$0.35
Mileage - - - - -	35
Bond - - - - - -	50
Serving - - - - -	35
Endorsing - - - -	25
	$1.80
Priority fee - -	50

Wm M Robinson
Sheriff
Filed October 14. 1846
John Caplis Clerk
Recorded
[illegible]

Received this writ August 3rd A D 1846
Served Sept 3rd 1846. on one Bay Mare and Colt and Gray Mare and yearling Colt 8 Cows, one of Two Two year old Heifers one Calf & 35 head of Sheep one Half of 30 acres of Corn one Half of 8 acres of wheat one Half of 12 acres of oats & Eleven Stacks of Hay Supposed to be about 28 tons. Subject to a Seizy Made the same day in favour of O C Kennedy
left the Stock in possession of Joseph Galloway and took his bonds for the redelivery of the property - advertised the above described Goods & Chattels in the Argus for sale on the 3rd day of Oct 1846 - Oct 3rd 1846 - all further proceedings Stayed by replevy being served on the above described Goods - - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 16th day of April A. D. 1844, David M. Wells recovered against William Walke

as well as the sum of one hundred & seventy eight dollars and forty five cents for ~~debt, as the sum~~ of his damages as also the sum of $ 3,73 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William Walke as we have heretofore commanded you

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 16th day of April A. D. 1844, until paid: also the sum of $ 15,96 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said David M. Wells

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this third day of August A. D. 1844.

John Cassil Clerk

Union Com Pleas

A Walk
vs
Wm M Robinson

Suit for wife

Filed Aug 4th 1847
John Cassil Clk

Anthony Walker
vs
Wm M. Robinson

Filed Aug. 4th 1847
John Cassil, Clerk

Aug 4. 1847 Served on the within named
Def't Trash personally
Fees - mileage 5
Service 12½
Wm O Bridgeford Shff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Samuel Dee

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~~ forth with, ~~at ten o'clock A. M.~~, *to testify and the truth to speak on behalf of* Wm M Robinson *in a certain matter in controversy in said court depending, wherein* Anthony Walls *is plaintiff, and* Wm M Robinson *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* 4th *day of* August *A. D.* 1847

John Cassil CLERK.

199.33
44.83
244.16

Et: Docket Page 366.

O. C. Kennady

v

Wm Wallace

Dam.	$199.33
Costs	4.14
Exc.	1.01

Service --	$0 35
Mileage --	35
Bond --	50
Seny --	35
advertising --	25
	$1,80

Joseph Galloway for keeping Stock $3,00
printers fee $0.50
Wm M Robinson
Sheriff

Filed October 14 1846
John Cassil Clerk
Recorded

advertised

Received this writ August 1st A.D. 1846
Serd Sept 3rd 1846 on the Bay Mare and Colt one Gray Mare and yearling colt 8 years old of Jno. Hunsinger Keifery one Calf & 35 head of Stock one half of 36 acres of Corn, one half of 8 acres of wheat, one half of 12 acres of oats & Clover Stacks of Hay - Seized to be sold 28 days. Took the above described Stock to Joseph Galloway and left them in his possession and took his Bond for the delivery of said goods & chattels advertised the above described Goods & Chattels in the signs for Sale on the 3rd day of Oct 1846
Oct 3rd 1846 - all further proceedings stayed by replevy bond. Served on the above described Goods & Chattels — Wm M Robinson Sheriff
Joseph Galloway for keeping Goods & Chattels $3,00

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 Second day of October A. D. 1844.

Oliver C. Kennady.

recovered against William Walke

as well as the sum of One hundred Ninety Nine dollars and Thirty three cents for ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also 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 chattels, and for the want thereof, of the lands and tenements of the said William Walke

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 2nd day of October A. D. 1844, until paid: also the sum of $1.01 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

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 first day of August A. D. 1846.

John Cassil *Clerk*

598

Anthony Walk Sum
vs
Wm M. Robinson

Plaintiffs Costs $38.33
Int & Thos costs 6.75
Writ .41

Filed April 2d 1851
Jo Hutchison clerk

To Apr 2. 1850
Executed

30.03

Received this writ December 21st 1851

Served February 25th 1851 upon one two horse wagon one Bay horse and one Light Dun Mare have the same advertised in the Marysville Tribune a News Paper Published and in general circulation in union county ohio after, to wit on the 31st day March came William Walk and Paid forty five dollars Returned. By order of John Cassil

	Fees	Milage	35
		Serving	35
		Levy	35
		Advertising	25
		Bond	50
		Poundage	40
Returned My Fees	2.70	Sr Fee	100

William C Martin Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Replevin ——— lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein Anthony Walk, Sen was plaintiff, and William M. Robinson was defendant; the costs (~~original and increase~~) of the said Anthony Walk, sen are taxed at thirty eight — dollars 33 —— cents, and interest up to this date Six ——— dollars 95 — 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 Anthony Walk sen.

in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSH~~ James Kirkade jr, Clerk of said Court at the Court House in Marysville, this 21st day of December A.D., 1850.

James Kirkade jr CLERK.

Civil/Domestic Case File
Case No. 1846-CV-0043

No. 46-CN-43

Union Common Pleas Court.

B. Andrew Keys, admr,
Plaintiff,

AGAINST

Mary R. Silver
Defendant.

MAY TERM, 1847

Settled

Precedent

Journal 4 Page 6

Record No. Page

No Record.

Ex. Doc. Page

Union Com. Pleas

A. Keys
vs
Mary R. Silver
& D. H. Silver

Filed Oct. 12th 1846
John Cassil, Clerk

Cost bill made

Andrew Keyes
vs
Mary R Silver
David H Silver

In assumpsit
Damages $125.00

Issue a Summons returnable at the next term Indorse Suit brought on Note of hand made by Mary R Silver & David H Silver Defendants to plaintiff payable to Charles B Woodworth order for one hundred Dollars dated June 27th 1846 payable at the date thereof Also for Money lent and Received Damages Claimed on due $125.00

Andrew Keyes

To the Clerk of Union
Com. pleas
Oct 12th 1846

Suit brought on Note of hand made by Mary R. Silver & David H. Silver Defendants to plaintiff payable to Charles B. Woodworth Order for one hundred Dollars dated June 27th 1846 payable at the Date thereof — Also for Money had and received — Damages claimed on debt

$125,00

Andrew Kepp

Union Com. Pleas

Andrew Kepp
vs
Mary R. Silver &
David H. Silver

Service — — $0,55
Mileage — — — 35
Copies — — — 20
1,10

Hm M Robinson
Sheriff

Filed Oct. 14th 1846
John Caffin Clerk

Served by a certified Copy of this writ to each of the within named witnesses Oct 13th 1846 — Hm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon Mary R. Silver & David H. Silver

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 Andrew Keys

in a plea of assumpsit damages one hundred & twenty five dollars.
And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 12 day of Oct A. D. 1846.

John Cassil CLERK.

Damages of the plaintiff one hundred and twenty five dollars and costs of suit

Edward Hutchings
Atty for Plff

Union Com Plas

A. Hayes
vs
D. H. Silvernail

Filed Oct. 16th 1846
John Cassil, Clerk

State of Ohio } Union Common Pleas, Spring
Union County } Term 1847.
ss.

Andrew Hayes complains of Mary & Silas and David W. Silas in a plea of Assumpsit, for that whereas, the said defendants at Milford on the 29th of June A.D. 1846. made their promissory note in writing & delivered the same to Charles B. Woodworth and thereby promised to pay the said Woodworth or order, the sum of one hundred dollars, at the time and place aforesaid, which time has now elapsed, & whereas also the said promissory note was afterwards being due & unpaid to wit, on the 5th of October 1846. duly assigned to Andrew Hayes of which the said defendants then & there had notice, and in consideration of the premises then & there promised to pay the said sum to the said Hayes with the interest thereon, yet the said defendants disregarding their said several promises, have not paid the said money or any part thereof to the damage of the said plaintiff one hundred and twenty five dollars & therefore he sues.

The said defendants also being indebted, at the time and place aforesaid to the said plaintiff, for money had and received to his use then and there promised to pay the said plaintiff the sum of $129. yet not regarding their promise they have not paid the said sum or any part thereof to the

Civil/Domestic Case File
Case No. 1846-CV-0044

No. 46-cw-44

Union Common Pleas Court.

William Lawrence
Plaintiff,

AGAINST

Jas S Alexander
Defendant.

MAY TERM 1847

JUDGMENT VS DEFENDANT
$153 27

Journal 4 Page 5

Record No. 3 Page 46

Ex. Doc. 1 Page 402

Union Com Pleas

William Lawrence
vs
James S. Alexander

Praecipe.

Filed October 14. 1846
John Cassil Clerk

William Lawrence
vs
James S. Alexander

State of Ohio.
Union County - Court of
Com. Pleas - October term
AD 1846 -
In Assumpsit -
Damages $500.00

To the Clerk of said Court:

Issue summons for Deft.
returnable forthwith - Endorse
"This suit is brought on a note dated June"
"25th 1845 payable 12 months after date to"
"Hannibal D Ormsbee & Henry J Livermore"
"partners or order for $370.40 executed by"
"James S Alexander and assigned to"
"plaintiff." Also for goods sold and deliv
"ered money lent, money had & received
"and on an account stated &c

Wm Lawrence
in person
Oct. 14. 1846

This suit is brought on a note dated June 25th 1845 payable 12 months after date to Hannibal D. Ormsbee & Henry F. Livermore partners or order for $370 4c executed by James S Alexander and assigned to plaintiff "also for goods sold and delivered money lent. money had and received and on an account stated &c

Wm Lawrence in person
Oct. 16. 1846

Union Com Pleas
William Lawrence
vs
James S. Alexander

Service — — $0.35
Mileage — — 4c
Copy — — — 10/50

Wm M Robinson
Sheriff
Filed Oct. 16th 1846
John [illegible], Clk

Oct 16th 1846 — Served by a certified Copy of this writ to the Defendant

Wm M Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon James S. Alexander

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 William Lawrence

in a plea of Assumpsit damages five Hundred dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 14th day of Oct. A. D. 1846.

John Cassil Clerk.

370.40
18.70
389.10

Mem Com Plea

Wm Laurence
v
James S Alexander

Declaration
in Assumpsit.
"

Filed Jan. 23d 1847
John Cassil Clerk
Cost Bill made

Recorded

Laurence

The State of Ohio Union County ss
Court of Common Pleas October Term
AD 1846. Union County ss.

James S Alexander was summoned to answer unto William Lawrence in a plea of Assumpsit, and now comes said William Lawrence who sues as plaintiff and complains of said James S Alexander for that whereas the defendant on the 25th day of January AD 1845 at Middleburg town at said Union County made his promissory note in writing & thereby promised to pay to Hannibal D Whitbee & Henry J Livermore partners or order three Hundred and seventy Dollars and forty cents twelve months after the date thereof which period has now elapsed, and the said Ohmi=be & Livermore then and there indorsed said note to the plaintiff whereof the defendant then and there had notice and then and there in consideration of the premises promised to pay the same to the plaintiff according to the tenor & effect thereof.

And whereas also said defendant on the first day of September AD 1846 at Union County aforesaid was indebted to the plaintiff in five hundred Dollars for the price and value of goods then & there bargained & sold

by the plaintiff to the Defendant at his request: And in five hundred Dollars for the price and value of goods then & there sold & delivered by the plaintiff to the defendant at his request: And in five hundred Dollars for money found to be due from the defendant to the plaintiff on an account then & there stated between them: And the defendant afterwards on the day & year last aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiff to pay him said several sums of money on request yet the defendant has disregarded his promises & has not paid any of said moneys or any part thereof to the damage of the plaintiff five hundred Dollars & therefore he sues in his own proper person

Wm Lawrence

Ex. Docket page 402

William Lawrence
vs
Jas. S. Alexander

Damage $153.27
Costs 4.64
Writ .41

The Sheriff is hereby instructed to levy by virtue of this writ as soon as it is received
Wm Lawrence

Recorded

Received this writ May 21st 1847. Same day levied upon the stock of goods now in the Store of Jas. S. Alexander formerly occupied by Hamer & Wilson in the Town of Marysville, Union County, Ohio. July 31. 1847 Made on this writ one hundred and fifty five dollars and fifty cents which is in full except costs

Fees—mileage	5	
Levy	35	
Service	35	
Poundage	3.11	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* fourth *day of* May *A.D.,* 1847. William Lawrence *recovered against* James S. Alexander

as well as the sum of one Hundred & fifty three *dollars and* twenty seven *cents for* his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ *damages as also the sum of* $ 4,64 *for* his *cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said* Jas. S. Alexander

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the fourth *day of* May *A.D.,* 1847, *until paid; also the sum of* $ *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* Lawrence

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

WITNESS JOHN CASSIL, CLERK *of said Court, at the Court House aforesaid, this* 21st *day of* May *A.D.,* 1847.

John Cassil *Clerk.*

Ex. Docket page 462

William Lawrence
vs
Jas. L. Alexander

Dam. $372.15
Costs 4.44
Writ .41

Filed May 5. 1847
Wm Coxsil Clerk

Recorded

Received this writ January 15th 1847
May fourth 1847 money made in full and paid
to clerk of court it being $370.26
Fees = Service .35
Poundage $7.75
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. William Lawrence *recovered against* James S. Alexander

as well as the sum of Three Hundred & Seventy two *dollars and* fifteen *cents for* his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ *damages as also the sum of* $ 4,44 *for* his *cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods. and chattels, and for the want thereof, of the lands and tenements of the said* James S. Alexander

you cause to be made the ~~debt~~, *damages and costs aforesaid, with interest thereon from the* 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* William Lawrence

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

WITNESS JOHN CASSIL, CLERK *of said Court, at the Court House aforesaid, this* 15th *day of* January *A.D.,* 1847.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1846-CV-0045

No. 46-CW-45

Union Common Pleas Court.

Abraham Spain
Plaintiff,

AGAINST

Samuel Ballinger
Defendant.

MAY TERM, 1847

JUDGMENT VS DEFENDANT

Journal 4 Page 6

Record No. 6 Page 47

Ex. Doc. Page

Union Common Pleas

"

Abraham Spainadurk

vs. Praecipe
Ni Cari

Samuel Ballenger

Filed Oct. 14th 1846
John Cafiel, Clerk

Concindatur

Union Common pleas 1846

Abraham Spain Administrator
of John Spain
vs
Samuel Ballinger

Case Damage $500.00

Upon a Summons returnable forthwith
& Endorse "This suit is brought to recover
the principal & interest due on two promissory
notes given by the Defendant to the plaintiffs
14th October 1846 Intestate bearing date 18th & 28 November 1844 one
for $80 payable on or before the 1st day of
September 1845 one half to be paid in Cattle
J Caple Clk or horses at Cash price & the other for $75.00
payable on or before the 1st day of September
1846 one half to be paid in Cattle or horses at Cash price"

A M & J Converse
Plffs attys

This suit is brought to recover the principal due on two promissory notes given by the Defendant to the plaintiffs Intestate bearing date 18th November 1844 one for $80. payable on or before the 1st day of September 1845 one half to be paid in cattle or horses at cash price and the other for $75.00 payable on or before the 1st day of September 1846 one half to be paid in cattle or horses at cash price

M. B. & J. Corwin
Pltffs atty

Union Com. Pleas
Abraham Spain
Admr of &c
vs
Saml Ballinger

Service --- $1,35
Mileage .. 75
Copy --- 15
$1,25

Wm McRobinson
Sheriff

Filed October 17. 1846
John Cafee Clerk

Served Oct 17th 1846. by Copy left at the residence of the Defts
Wm McRobinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

WE command you to summon Samuel Ballinger

to appear

Forthwith ~~on the first day of [redacted] 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 Abraham Spain administrator of the estate of John Spain, decd.

in a plea of the case damages three Hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 14th day of Oct. A. D. 1846.

John Cassil CLERK.

Dollars of the purchase money to be paid to the Court for the benefit of the minors entitled to the estate of the said Jacob Spain which said purchase money when so paid shall be held by the Court subject to the order of said Court for the benefit of said minors to the said Abraham Spain the plaintiff in the suit be

Carried into effect

Union Common Pleas

Abraham Spain, Admr. of &c
vs
Samuel Ballenger

Declaration

Filed Dec 3d 1847
John Capel, Clerk

Cost bill made

Recorded

The State of Ohio Union County Court of Common pleas of the Term of October A D 1846

Union County ss

Samuel Bellinger was summoned to answer unto Abraham Spain administrator of the Estate of John Spain deceased in a plea of trespass on the case &c and thereupon the said Plaintiff by Cameron his Attorney complain for that whereas heretofore to wit on the 18th day of December in the year of our Lord eighteen hundred & forty four at Union County aforesaid the said Defendant made his certain note in writing commonly called a promissory note & then & there delivered the same to the said John Spain in his lifetime by which said promissory note the said Defendant promised to pay John Spain eighty dollars for Land one half in Cattle or horses at cash price to be paid on or before the first day of September 1845 by virtue of which said promissory note the said Defendant became liable to pay to the said John Spain in his lifetime the said sum of money mentioned in said promissory note according to the tenor & effect thereof — and whereas thereafterwards Land on the same day & year aforesaid at the County aforesaid the said Defendant made his certain other note in writing commonly called a promissory note & then & there delivered the same to the said John Spain in his lifetime & thereby promised to pay the said John Spain seventy five dollars one half to be paid in Cattle or horses at Cash price for Land to be paid on or before the first day of September 1846 by reason whereof the said defendant became liable to pay to the said John Spain in his lifetime the said sum of money specified in said last mentioned note according to the tenor & effect of said note & being so liable he the said Defendant afterwards Land on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said John Spain in his lifetime to pay him said several sums of money mentioned in said promissory notes when he should be thereto afterwards requested nevertheless the said Defendant at the often requested the said several sums of money mentioned in said promissory note to the said John Spain in his lifetime the one half in Cattle or horses at Cash price did not render or pay or any part thereof but the same to pay or any part thereof to the said John Spain in his lifetime or to the said Abraham Spain administrator as aforesaid since the death of the said John Spain hath hitherto wholly refused & still doth refuse to the Damage of the said Abraham Spain administrator as aforesaid in the sum of Three hundred

Ex Docket Page 470

Abraham Spain Admr
vs
Samuel Ballinger

Dam	$166.00
Costs	5.33½
writ —	.41

Filed Oct 6th 1847
John Cassidy clk

Recorded

Received this writ August 26. 1847. Returned by order of Plaintiff without service.
Fees - mileage 60
Philip Sucier Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the Fourth day of May A.D., 1847. Abraham Spain administrator of John Spain recovered against Samuel Ballinger

as well as the sum of One hundred & sixty six dollars ~~and cents for~~ ~~debt, as the sum of~~ ~~dollars and~~ ~~cents~~, for his damages as also the sum of $ 5,33½ for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods. and chattels, and for the want thereof, of the lands and tenements of the said Samuel Ballinger

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

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

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House, aforesaid, this 26th day of August A.D., 1847.

John Cassil Clerk.

Capell Esqr

Norpville –

Lilla Aug 26 1847

John Cassil CM

Abraham Spain Adm
of John Spain
vs
Samuel Ballenger

Judgment for Plff

Ffs ma fa to be returnable
to next Term

Cowins atty

28th August 1847

J Cowell Clk

Civil/Domestic Case File
Case No. 1846-CV-0046

No. 46-CV-46

Union Common Pleas Court.

Peter Long
Plaintiff,

AGAINST

John Walton
Defendant.

OCT TERM. 1846

JUDGMENT VS DEFENDANT
$178 20

Journal B Page 461

Record No. 4 Page 618

Ex. Doc. 1 Page 419

Union Com: Pleas

Peter Long

v } Oct Term 1846

John Walton

Judgt confessed

Debt $163.39

Dam 15,51

Gilbert & Baldwin
for Pltff

K Thomas for Dfdt

Filed Oct 14th 1846
John Cassil Clerk

Cost Billman

Recorded

STATE OF OHIO, Union County Court of Common Pleas, of the Term of October One thousand eight hundred and forty six

Union County, Ss.

Peter Long Plaintiff by Gilbert H Baldwin his Attorney complains of John Walton

Defendant of a Plea, that he render to the said Plaintiff the sum of One Hundred and sixty three Dollars and thirty nine cents, of lawful money of the United States, which he owes and unjustly detains from him For that, whereas, the said Defendant

heretofore, to wit: on the 29th day of March One thousand eight hundred and forty five at the said County of Union ~~in the county of~~ and State of Ohio, and within the jurisdiction of this Court, by certain writing obligatory, sealed with his seal, and now here shown to the Court, the date whereof is the day and year aforesaid for value received promised to pay the Plaintiff or order One Hundred and sixty three 39/100 Dollars one date after the date thereof which period has now elapsed

yet the said Defendant (although often requested so to do,) hath not

paid the said sum of One Hundred & sixty three Dollars and thirty nine cents, above demanded, or any part thereof, to the said Plaintiff but has hitherto wholly neglected and refused, and still neglects and refuses so to do.

And whereas, also, the said Defendant afterwards, to wit, on the first day of April in the year of our Lord, one thousand eight hundred and forty five in the county aforesaid, was indebted unto the Plaintiff in the further sum of three Hundred Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiff to the Defendant at his request; also in the further sum of three Hundred 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 three Hundred 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 three Hundred 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 three hundred 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 doth neglect and refuse, to the damage of the Plaintiff three Hundred Dollars, and therefore he brings suit, &c.

Gilbert H Baldwin
Attorneys for Plaintiff

No Judgment to be confessed on this fam
Jan 1845 Jan the 1st Com Plas and
when paid is in full of said Walton's
note to Peter Long for One Hundred & fifty Dollars
upon Lots, dated July 29th 1844 payable
in sixty days in specie

Wilkes & Baldwin
Attys of Long
March 29th 1845

Long
v.
Walton

For value received I promise to pay

Peter Long or order the sum of

One Hundred Sixty Three dollars, and Thirty Nine cents,

one day after date, as witness my hand and seal this 29

day of March A. D. 1845

Wm. Walton L.S.

L.S.

Rec'd 3. 39

Wm Com Alias

Petr Long

v

Jno Walton

Trover Conv

for the sum of One Hundred Sixty three dollars,
and thirty nine cents, and to suffer judgment to be rendered against
me by default, *cognovit, nil dicit, non sum informatus*, or otherwise, for the
sum of One Hundred & Sixty three dollars,
and thirty nine cents, debt, and for such damages as from said bond
may appear due at the time of the rendition of said judgment, together with all costs, and to
release all errors of such judgment, and waive all benefit of appeal.

W. Walton L.S.

L.S.

To W H Swayne *Esquire, and to any Attorney of Record in the State of Ohio, or elsewhere.*

I hereby authorize you in my name, to appear before any court of the State of Ohio, or elsewhere, of competent jurisdiction, whether such Court be of Record or not, and in my stead to enter an amicable action in debt, at the suit of Peter Long

and therein to receive a declaration upon a certain sealed bill, or writing obligatory, bearing date on the 25 day of March A. D. 1845, by me sealed and delivered to the said Long or order

John Walton

ads.

Peter Long

Union Com Pleas

Debt

And the said Defendant comes and says that he cannot gainsay the action of the said Plaintiff but confess that he doth owe and is indebted unto the said Plaintiff in the sum of One Hundred Sixty Three Dollars and thirty nine cents, and that the Plaintiff has sustained damage by reason of the detention thereof at fifteen Dollars and fifty one cents, and by virtue of a Power of Attorney for that purpose executed by said Defendant judgment is confessed for the said sum of One Hundred and Sixty Three Dollars and thirty nine cents, debt, and the said sum of fifteen Dollars and fifty one cents damages, and all error is released, and all right and benefit of appeal waived.

K. Thomas Attorney for Defendant

Civil/Domestic Case File

Case No. 1846-CV-0047

No. 46-CV-47

Union Common Pleas Court.

J. & H. Beal adm^rs

Plaintiff,

AGAINST

Thomas R. Price,

Defendant.

MAY TERM, 1847

Settled

No Record.

Journal 4 Page 6

Record No. Page

Ex. Doc. Page

Transcript 31¼
Paid

J & A. Beal Admrs of
Nicholas Beal decd
vs
Thos. W. Price

Filed Oct. 15th 1846
John Capel Clerk

Cost bill made

Jeremiah & Hiram Beal
Administrators of Nicholas Beal
Deceased vs
Thomas R Price

September 23rd 1845
Suit brought on the following proceedings & Judgment of Jonathan T Miller, late a Justice of the peace for the Township of York, in the County of Union, whose docket duly certified is now in my possession
Suit brought on a bond dated February 1st 1840
July 15th 1841 amount due Eighty three dollars and Sixty two & a half Cents
the parties appeared without process and the defendant acknowledged Judgment in favor of the plaintiffs for the sum of Eighty three dollars & Sixty two & a half Cents
$ 16,50 March 11th 1842 Received on the above Judgment Six dollars & fifty Cents, by receipt from the plaintiff also ten dollars on the Clinton Bank
April 19th 1842 Execution issued & delivered to Danl Gould Constable against the defendant & returned
$ 10,00 May 18th 1842 paid over to William Seglar by an order from John Potts ten dollars
July 18th 1842 Execution issued, August 17th Execution returned, S. J. W. Wheeler Const rec 18 3/4 cts
Wheeler Cost 66 cts Decr 1st 1842 Execution issued, Decr 29th Execution returned Danl Gould Const
Danl Gould fees Ex 25 January 18th 1843 Venire Expenses issued to Danl Gould Const 1317 February 25th 1843 Execution returned, Recd on the within thirteen dollars and Seventeen Cents by order of the plaintiff
Const Spicer fees April 19th 1844 Execution issued & delivered
25 cts April 20th 1844 Execution returned, A. A. Spicer Const
September 23rd 1845 parties appeared without process, and no good Cause shown to the Contrary, it is therefore Considered by me that the plaintiff recover of of the defendant, the sum of fifty seven dollars and thirty five and six Cent taxed at Ninety one Cents, whereupon Execution issued.

September 23rd 1845 Execution issued and directed
Danl Gould's fees to Danl Gould Const against the defendant
Ex 25 October 6th 1845 Execution returned no property
found whereon to levy fees Milage 25 Cts
Justice Sterling's fees Stayed by order of plaintiff Sept 8th 45 Danl Gould Const
Execution 25 February 2nd 1846 Execution issued & directed
Execution 25 to Danl Gould Const against the defendant
March 2nd 1846 Execution returned no property
found whereon to levy - fees Milage 25 Cts
D Gould Const

May 16 1846 there is a receipt on the article
held by Levin Hastings on the above for $18,50 Cts
dated May 1st 1842

State of Ohio } I do hereby certify the above to be a full
Union County } and true copy of my proceedings in the above case
Given under my hand this 23rd day of March 1846
John Sterling J P

Justice fees August 14th 1846, Scire facias issued and deliv
Scire facias 25 = ered to Saml Johnson Constable for appearance
Ex 25 of the defendant on the 17th of August
Const fees 15 August 14th Scire facias ~~returned~~ served by Saml
Johnson Const. served by reading to defendant
(fees) Serving 10 Milage 5 — August 17th
1846 the Parties appeared & no good cause
shown to the contrary it is thereupon consi
= dered by me that the plaintiffs recover
Judgment of the defendant for the sum of
Sixty one dollars and forty cents and his cost
herein taxed at ~~[illegible]~~ one dollar & eighty six cents — further proceeding
stayed by order of the plaintiff.
August 18th 1846 Execution issued against the
defendant by order of the plaintiff
August 25 1846 defendant appeared and
Entered into recognizance for an appeal
to the court of Common pleas

August 26 Execution received, (indorsed) levied on one steed horse - (fees) levying 20, advertising 25 Mileage 5
Cents 11 fees 50

State of Ohio } I certify the foregoing to be a
Union County } true copy of the proceedings in
this suit William Hartzell J. P.

Civil/Domestic Case File

Case No. 1846-CV-0048

No. 46-CU-48

Union Common Pleas Court.

Peter Little
Plaintiff,

AGAINST

James W Boyer.
Defendant.

MAY TERM, 1847

Judgment VS Plaintiff

Journal 4 Page 6

Record No. No Record Page

Ex. Doc. Page

Transcript
P. Little
vs
J. W. Boyer

Filed Oct. 15th 1846
John Cassil, Clerk

Peter Little
vs
James W Boyer } July 20th 1846 Bill of particulars filed by the plaintiff the following of which is a copy —

February 1845. James W Boyer Dr to P Little

		to 2 sled loads of hay	50
		February 10 to hauling one load from Abner Shaw	25
	1846	to hauling half ton of hay	50
	April	to one saddle	4.50
Justice fees		to Cream got at sundry times	50
Ent Judg	25	to 1 Broom	12½
Swearing plff	4	to work done by Son Thomas	12½
do defendt	4	to breaking Ear off Griddle	50
Transcript	31¼		$7.00

August 8th 1846 Parties met & agreed to waive process & enter in an amicable suit for the adjustment of difficulties - & trial had the plaintiff being sworn as to the validity of his account, the defendant also sworn to the validity of his account & after having investigated both accounts & compared with the original Book it is thereupon considered by me that the defendant recover of the plaintiff the sum of fifteen cents and his cost herein taxed at ~~thirty three~~ cents

August 11th 1846 the defendant appeared and gave bond for an appeal to the court of Common pleas the following of which is a copy — In the action of Peter Little against James W Boyer I John B Hyde do acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods & chattels lands & tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of Common pleas — John B Hyde

Taken, signed and acknowledged on this 11th day of August 1846 before me William Hartford J P

I Certify the above to be a true copy of my proceedings in the above suit William Hartford J P

3

Peter Little

Brooke the year of Granville 50

Filed Oct. 15-46
John Caspie Clerk

Peter Little
vs
Thos. Harper
Detinue Judg 20, 1846
Damages assessed
Aug 8th 1846
W. McAdoo p.t.

February 1845 James H Boyyar Dr To J Little

	To 8 Sled Loads of hay	50
February	To halling one Load from Abnars place	25
1846	To halling half ton of hay	50
April	To one Saddle	4 50
	~~To Cream got at Sundry times~~	50
		$6:25
	To one Broom	12½
	To work Don by Son Thomas	12½
		$6:50

P. Little

vs

J. W. Bayer

Filed Oct. 15th 1866
John Cassil Clerk

Clerk of the Court
of Common Pleas
Union County
O

Mr John Cassil sir the within is Peter Little's
Bill of particulars the fifth Charge on the Bill which
is erased with blue ink I have done myself
also James Swan Bill of particulars Wm Hartford J P

In Union Com Pleas

Peter Little

vs

Jas Wroyer

Nan

Filed Nov. 26th 1846
John Cassil, Clerk

Cost bill made

Allison & Tenney

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

Peter Little complains of James W Bonger in a plea of assumpsit, for that whereas the said James W Bonger on the 19th day of July A.D. 1846. at the County of Union, was indebted to the said Peter Little in the sum of Seven 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 Seven dollars for the price and value of goods and chattels, then and there sold and delivered by the plaintiff to the defendant at his request:

And in Seven dollars, for work then and there done, and materials for the same provided by the plaintiff for the defendant, at his request;

And the defendant afterwards, on the day and year aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the said several moneys on request; yet the defendant hath disregarded his promises, and hath not paid any of the said moneys, or any part thereof: To the damage of the plaintiff of Seven dollars; and therefore he brings his suit &c

By Allison & Terry
His Attys

Civil/Domestic Case File

Case No. 1846-CV-0049

No. 46-CV-49

Union Common Pleas Court.

James Seran
Plaintiff,

AGAINST

J. C. & J. V. Bennett
Defendant

MAY TERM. 1847

Settled.

Journal 4 Page 6

Record No. No Record. Page

Ex. Doc. Page

Transcript
James Swan
vs
James C & James V
Bennett

Filed Oct 15th 1846
John Cassil Clerk

Costs paid

James Lerar
James & C Bennet
James & R Bennet

Damages Claimed $20
Plaintiffs Cost
Justice fees
Summons 12½
Subpoena for 6 witness 32½
Swearing 5 do — 20

Defendants Cost
Subpoena for 3 wit 20½
Swearing 4 do 16
Ent judg 25
Total $1,24½

Constables fees $1,15
Witness fees
Wm McGinnis 50
Wm Bennet 50
Nancy Hatfield 50
W. S. Hartford 50
Abram Taylor 50
Chas Bennet 50
Ezra Matthews 50
John Butterfield 50
Benj Bennet 50
$4,50

Suit Brought for trespass and damages on real & personal property damages in the sum of twenty dolls September 1st 1846 Bill of particulars filed and summons issued and delivered to Saml Johnson Const for the appearance of the defendants on the 7th of Sept 1846 at 1 o'clock P M. —— Sept 3rd defendant appeared and ordered subpoenas for three witnesses —— Sept 7th 1846 Summons returned by S Johnson Const (indorsed) Served Sept 2nd 1846 by leaving a certified copy at the defendants house, fees for service 25 cts Milage 5 cts

Saml Johnson Const

Sept 7th 1846 - Plaintiffs subpoena returned (indorsed) personally served by reading to Wm McGinnis Wm Bennet Nancy Hatfield James R Smith, Abram Taylor and Winfield S Hartford fees for service 40 cts. Milage 5 cts

Saml Johnson Const

Sept 7th 1846 defendants subpoena returned (indorsed) served Sept 4th 1846 by reading to Chas Bennet Ezra Matthews and John Butterfield fees 30 cts Milage 10 cts Saml Johnson Const

September 7th 1846 1 o'clock P M the parties appeared trial had, Wm McGinnis, Wm Bennet, Abram Taylor, Winfield S Hartford, and Nancy Hatfield sworn and examined in behalf of the ~~plaintiff~~ and Chas Bennet, Ezra Matthews, Benjamin Bennet and John Butterfield, sworn and examined in behalf of the defendant – it is thereupon considered by me that the plaintiff recover of the defendant the sum of fifty cents damages and his cost herein taxed at six dollars and eighty nine & a half cents

I certify the foregoing to be a true copy of my proceedings in the above suit

William Hartford J P

I certify that Daniel C Bennet and James Bennet have appealed the above suit to the Court of Common Pleas & have filed the appeal Bond with Thomas Freeman security in my office within ten days William Hartford J P
from execution of judgment
Sept. 15th 1846

Union Com Pleas

James Doran
vs
James Bennett

Duke for Witness

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon William Bennett Charles Bennett James R. Smith Benjamine Bennett Helen Bennett & Ezra W. Mattis

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 James Bennett *in a certain matter in controversy in said court depending, wherein* James Seran *is plaintiff, and* James Bennett *is defendant: and this* they *sha'll 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* March A. D. 184 7

John Cassil CLERK.

Filed March 27 1847
John Carrol Clk

Wiliam Bennett
Charles Bennett
James R Smith
Benjamin Bennett
Helen Bennett
Ezra W Mathis

Witness in the case of James Seran vs James Bennett on behalf of Bennet

24

Filed Sept 1st 1816

James Swan

vs

S. C. & J. V. Bennet

Judgment rendered

Sept 12 1816

Wm Hartford J. P.

James C and James V Bennet Dr by Trespass To J. Serah
on property real and Personal by twining my property
out of my inclosure and puting therein and
blowing my fence and other things these trespassis
commenced on the 23rd day of August 1846 for which
I claime twenty Dollars $20:00
August 31st 1846

Mr John Capel clerk of the Court of common pleas

Sir I have withdrawn the appeal case case that is now in court from Sq^re Hartfords docket where in James Seran was plantiff James C Bennet & James V Bennett defendants provided James Seran pays all the cost that has acrued April 16th 1847

James C. Bennett

James V. Bennett

Civil/Domestic Case File
Case No. 1846-CV-0050

Civil/Domestic Case

1846-CV-0050

located with

Supreme Court Case

1847-SC-0004

Civil/Domestic Case File

Case No. 1846-CV-0051

Ex. Docket page 420

A. Lee & Co.

vs

Stephen Wright

Debt — $40 00
Costs of Suit 7 75
Do. Court 3 46
Writ 41

Service - - - - - $0 55
Serv - - - - - 35
Mileage - - - - 5
$0,75

Wm McRobinson
Sheriff

Nicd Bray J. P. 1847
Wm Cassil Clerk

Recorded

Received this writ Oct 19th 1846 no goods and Chattels found whereon to Serve, Oct 19th 1846 Served on the following described real Estate to wit Part of Out Lot No 1 (one) in the Town of Marysville in the County of Union and State of Ohio - Beginning at the South Corner of said out Lot No 1 (one) and on the margin of North Street, thence with the line of said out Lot N 89° W 8 poles and four feet to a Stake; thence N 1° E 20½ poles to the line of Joshua Mathiots Land, thence with his Line S 89° E 8 poles and four feet, to the alley; thence with the Line of said alley, S 1° W 20½ poles to the Beginning, Containing one acre and nine poles, be the same more or less - Served on as the property of Stephen wright, subject to a former Serv in favour of M Goading Wm McRobinson Sheriff

Returned by order of John Cassil without adventure

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 14th day of October A. D. 1846. Hugh Lee & Co Recovered an award of an Execution against the Lands & tenements of Stephen Winget ~~recovered against~~ upon a judgment rendered against said Winget in favor of said Hugh Lee & Co. by James M. Wilkinson, justice of the Peace on the 14th day of August A. D. 1846 as well ~~as~~ the sum of forty dollars and eighty cents for their debt, as the sum of one dollars and seventy five cents, for their costs ~~damages~~ as also the sum of $ 3,46 for their Court 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 Stephen Winget

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of August A. D. 1846, until paid: also the sum of $ 41 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Plaintiffs

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 19th day of October A. D. 1846.

John Cassil Clerk

H. Lewis
vs
S. Wright

H. Lee & Co.
vs
Stephen Merget

Judgement in Case — Pleas

Issue on execution in this case —

Oct. 17 1846

To John Case
Clk

P. B. Cole
Atty for
Pltff.

Civil/Domestic Case File

Case No. 1846-CV-0052

No. 46-CV-52

Union Common Pleas Court.

John A Bryan
Plaintiff,

AGAINST

AH Thompson
Defendant.

Oct 1846
Judg vs Defendt.
$21.07

Journal 3 Page 487

Record No. 5 Page 6,

Ex. Doc. Page

Union Com. Pleas

John A. Bryan
vs. } Assumpsit
A. H. Thompson

Narr.

Filed October 17, 1846
John Ingile Clerk

Cost bill made
Record

Recorded

Allison & Curry
Attorneys.

The State of Ohio } Union County court of
Union County ss } Common pleas.
October Term A. D. 1846.

John A. Bryan complains of ~~A. H.~~ A. H. Thompson in a plea of assumpsit for that whereas the said A. H. Thompson on the 23rd day of July 1846, at the County aforesaid, was indebted to the plaintiff in the sum of Two Hundred Dollars for the price and value of goods sold and delivered by the plaintiff to the defendant at his request. And the defendant afterwards on the day and year last aforesaid in consideration ~~of the~~ premises promised to pay to the said plaintiff the amount of said sum of money on request. Yet the Defendant hath disregarded his said promise and hath not paid the said sum of money nor any part thereof to the damage of the said plaintiff Three Hundred Dollars and therefore he brings his suit

by Allison & Curry
his attorneys.

John A. Bryan
vs. } Assumpsit
A. H. Thompson

Plea of Confession

Filed October 17. 1846
John Cassil Clerk

John A Bryan
vs.
A. H. Thompson

In Union Com Plas
In Assumpsit.

And now comes in open Court P. B. Cole, one of the attorneys of this Court and by virtue of a warrant of attorney for that purpose and herein filed, waives the issuing and service of process, and confesses judgment against the said A. H. Thompson and in favor of said John A. Bryan for the sum of Two Hundred and Two Dollars and Seventy Cents Damages, and for the Costs of this suit; and by virtue of the same warrant of attorney releases all error, and waives all right and benefit of appeal in behalf of said Defendants.

P B Cole
Atty for Defts.

Due Oct 1st 1846
$202.70

A. H Thompson
Judgment Note
$200.00

Filed October 1st 1846
John Cassil Clerk

$200.00 On or before the first day of October next I promise to pay John A Bryan or bearer the sum of Two hundred dollars for value received this 23rd day of July A.D. 1846, with interest from date. A. H. Thompson

I do hereby authorize Otway Curry or any other attorney at law in the State of Ohio, to appear in any court of record in said State at any regular term of such court, and waive the issuing and service of process, and confess a judgment against me, and in favour of John A Bryan, or bearer, on the above note, for the sum of Two hundred dollars ~~and~~ ~~costs~~, and costs, with interest from this date to the time of the rendition of said judgment, and thereupon to release all error, and waive all right and benefit of appeal in my behalf.

July 23rd 1846

A. H. Thompson (Seal)

Ex. Docket page 442

John A. Bryan
vs
A. H. Thompson

Damage $102.70
Costs 3.74
Writ .41

Fees = Levy .35
Inquest 1.00
mileage .50
Service .35
Appraisers fee 1.50
Sheriffs fee 3.25
Philip Snider Sheriff

Filed May 5. 1847
John Coghill Clerk

Recorded

By virtue of this I levied upon one three horse wagon, one bay mare and 100 acres of land described as follows to wit being part of Survey No 3480 Bounded and described as follows. Begining at a sugartree in the south line of David Duncans Survey No 3444 thence S 10° W 228½ poles to a stake thence N 83° 50 W 70 poles to a stake. thence N 10° E. 228½ poles to a stake in the south line of D Duncans Survey. thence S 83° 50" E 70 poles to the begining. containing one hundred acres be the same more or less had the Real Estate appraised by the oaths of David Danforth Thomas Harsha and Israel Lockwood at $12 per acre Feb 18th 1847. I duly advertised the above described real Estate for sale by publication in the Argus a newspaper published and in general circulation in Union County, Ohio. for thirty days previous to the day of sale. I also advertised the above described personal property for sale by publication in the same newspaper for ten days previous to the day of sale, I afterwards to wit on the 27th day of April offered the above described personal property for at public auction at the farm of A. H. Thompson. not sold for want of bidders I also, to wit; on the 3rd day of May A.D. 1847 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

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 14th day of October A.D., 1846.

John A. Bryan

recovered against A. H. Thompson

as well as the sum of Two Hundred & Two dollars and Seventy cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $3,74 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said A. H. Thompson

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 14th day of October A.D., 1846, until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said John A. Bryan

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

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this 21st day of November A.D., 1846.

John Cassil Clerk.

Bryan
vs
Thompson

Praec for Ck

John A Bryan } Judgment in Union Com Pleas
vs } Oct Term 1846
A. H. Thompson } Issue an execution
in above case to Sheriff
of Union County. Nov 7th 1846

To John Cassil Clerk. Allison & Curry Attys for Plty

Civil/Domestic Case File
Case No. 1846-CV-0053

Oct 1846

No. 46-CV-53

Union Common Pleas Court.

Charles T Thacker
Plaintiff,

AGAINST

W W Woods,
Defendant.

B 126 $\frac{78}{11}$

Journal 3 Page 488

Record No. 4 Page 632

Ex. Doc. 1 Page 740

Union Com. pleas

Charles T. Thacher
vs. } In Debt.
W. W. Woods

Narr.

Filed October 17. 1846
John Cryfil Clerk

Cost Bill made
Record

Recorded

Allison & Curry
attys.

The State of Ohio } In Union Common Pleas.
Union County S.S. } October Term 1846.

Charles Thacher Complains of W. W. Woods in a plea of Debt for that whereas the said Defendant on the 25th day of July 1846 was indebted to the plaintiff in the sum of One Hundred and twenty five Dollars and fourteen cents for the price and value of goods sold and delivered by the plaintiff to the Defendant at his request.

Yet the said Defendant hath not paid the said sum of money nor any part thereof; to the damage of the plaintiff Three Hundred Dollars, and therefore he brings his suit, &c.

By Allison & Curry
his attorneys.

W. W. Woods
Note, to
C. J. Thacher

$125, 14

Filed October 17, 1846
John Basil Clark

Int. to Oct 14, 1846
$ 1.64
Principal 125.14
Total — $126.78

$$125.14

Due Charles T. Thatcher or bearer the sum of One hundred and twenty five dollars and fourteen cents for value Rec'd. July 25th 1846.

W. Woods (Seal)

I do hereby authorize and empower Otway Curry, or any other attorney at Law in the State of Ohio, to appear in any Court of record in said State, at any regular term of such Court, and waive the issuing and service of process, and confess a judgment against me, and in favour of Charles T. Thatcher or bearer, on the above note, for the sum of One hundred and twenty five dollars and fourteen cents, and costs, with interest from this date to the time of the rendition of said judgment, and thereupon to release all error, and waive all right and benefit of appeal in my behalf.

July 25th 1846.

W. Woods (Seal)

Charles J. Thacher
vs. } In Debt
W. W. Woods

Plea of Confession.

Filed October 17. 1846
John Ingalls Clerk

Charles J. Thacher
vs.
W. W. Woods } In Union Common Pleas
In Debt.

And now comes in open Court P. B. Cole one of the attorneys of this Court, and by virtue of a Warrant of Attorney for that purpose, and herewith filed, waives the issuing and service of process and confesses Judgment against the said W. W. Woods and in favor of the said Charles J. Thacher for the sum of One Hundred and Twenty five Dollars and fourteen Cents Debt, and One Dollar and fifty four cents damages, and also for the costs of this suit; — And by virtue of the same Warrant of Attorney releases all error, and waives all right and benefit of appeal in behalf of Defendants.

P B Cole
Atty. for Deft.

Ex Docket page 440

Charles H. Thacker

vs

W. W. Woods

Debt $125.74

Damages 1.64

costs 3.14

increase .67

writ .41

Filed May 14th 1847

John Kapsie Clerk

Recorded

Received this writ May 14th 1847. Same day levied in conjunction with another execution in favor of Alexander Fullerton Jr upon the undivided interest of William W. Woods in the stock of goods now in the store room of McWagson & co. in the Town of Maryville Union County. No other property found whereon to levy. This writ returned without sale by order of plaintiff.

May 14th 1847

Fees - levy 35

service 35

mileage 5

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of October A.D., 184 6. recovered against Charles S. Thacher William W. Woods as well as the sum of One hundred and twenty five dollars and fourteen cents for his debt, as the sum of One dollars and Sixty four cents, for his damages as also the sum of $ 3,74 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William W. Woods you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of October A.D., 184 6, until paid; also the sum of $ 0-81 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Charles S. Thacher

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 14th day of May A.D., 184 7. John Cassil Clerk.

Ex. Docket page 440

Charles F. Thacher
vs
Wm W. Woods

Debt	$ 125	14
Dam.	1	64
Cost	3	74
Writ		41

Filed May 5. 1847
John Capril Clerk

Recorded

Received this writ November 21st 1846
No property found whereon to levy
Fees Service 35
mileage 5 40
Phillip 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 14th day of October A.D., 1846.

Charles F. Thacher

recovered against William W. Woods

as well as the sum of One Hundred & twenty five dollars and fourteen cents for his debt, as the sum of One dollars and sixty four cents, for his damages as also the sum of $ 3,74 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods. and chattels, and for the want thereof, of the lands and tenements of the said William W. Woods

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of October A.D., 1846, until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said

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

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this 21st day of November A.D., 1846.

John Cassil Clerk.

Filed May 14 1847
John Cassidy Clk

~~Alexander Fullerton~~

Charles T Thatcher
vs
Wm H Woods

Judgment in Union Com Pleas
October ~~Term~~ Term 1846

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

To John Cassil Clerk

Allison & Lemm
Attys for Plff

Thacker
vs
Woods

Brae for Ex

Charles T Thacher
vs
Wm W Woods

Judgt in Union Com Pleas
Oct Term 1846.

Issue execution in the above case. Nov 7th 1846

To John Cassil Clerk

Allison & Carey Attys for Pltff

Civil/Domestic Case File

Case No. 1846-CV-0054

No. 46-CV-54

Union Common Pleas Court.

David Davis
Plaintiff,

AGAINST

Springfield & Hartford
Defendant.

Not Indexed

1846

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Transcript from
A G Brooks Docket
Vol 1st Page 43

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483
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411

181
41
25
411

David Davis
vs
Winfield S Hartford

State of Ohio Union County ss
Suit brought on book account
Amount $2.00

Sept. 15th 1846 bill of Particulars of Plaintiff filed & summons issued and delivered to S Johnson Cons. for the appearance of the Defendant on Sept. 25th 1846 at one oclock P.M.

Sept. 15th 1846 Subpoena issued by order of Plaintiff and delivered to S Johnson Cons for the appearance of Wm T Fulton on Sept. 25th 1846 at one oclock P.M.

Sept 19th 1846 subpoena issued by order of the Defendant and delivered to S Johnson Cons. for the appearance of James W Bowyer Samuel S Kirk. Thomas Davis & Zachariah McElroy on Sept. 25th 1846 at one oclock P.M.

Sept 23rd 1846 Sec. Subpoena issued by order of Deft. and directed to S Johnson Cons. for the appearance of David Davis 1st on Sept. 25th 1846 at one oclock P.M

Sept 25th 1846 Subpoena issued by order of Plaintiff and delivered to S Johnson Cons. for the appearance of Washington Davis & George Davis former Merritt

Sept. 25th 1846 summons returned endorsed personally served Sept 19th 1846 by reading this writ to the Defendant Fees S 10 M. 25 S Johnson Cons.

Also subpoena returned endorsed personally served Sept. 21st 1846 by reading this writ to Wm T Fulton Fees Serv. 10 Milage 20 S Johnson Cons.

Also Sec. Subpoena returned endorsed personally served Sept. 19th 1846 on James W Bowyer Serves by leaving a copy at S S Kirks house Sept. 19th 1846 personally serves Sept. 24th 1846 by reading ~~by reading~~ this writ to Thomas Davis & Zachariah McElroy Fees S 40 M. 90 S Johnson Cons.

Sept. 25th 1846 Subpoena returned endorsed personally served Sept. 22nd 1846 by reading this writ to George Davis 1st & Washington Davis Fees S 20 S Johnson Cons.

Sept. 25th 1846 one oclock P.M. the parties appeared and the Plaintiff demanded a trial by Jury the cause is therefore adjourned to Oct. 2nd 1846 at ten oclock A.M. and Venire for Jury issued and delivered to S Johnson Cons for the appearance of Jonathan G Miller. Beriah P Wilkins John E Southward Sampson Strong Isaac Mattox & John E Cahill as Jurors

Plaintiffs Costs	
Jus. Sum.	$0.12½
Subpoena	12½
2nd Subp.	16½
Adjournment	10
Venire	25
Cons costs on sum.	35
On 1st Subp.	30
On 2nd Subp	20
three witnesses	1.50
Subp for 3 wit.	20½
Subp. for 2 wit.	16½
Swearing jury	24
Swearing 5 wit.	20
Judgment	25
Jury Fees (paid)	3.00
5 witnesses	2.50
Cons attendance at court	50
Cons costs on 1st Subp.	52½
Cons costs on 2nd Subp.	40
Cons costs on Venire	1.10
	$12.20

Witnesses all appeared on the first day set for trial Except Z McElroy & Saml S Kirk

Defendants Costs	
1st Subpoena	$0.24½
2nd Subpoena	12½
Satisfaction	10
Cons. Fees on subp	1.30
Two Witnesses	1.00
Subp for 4 wit.	24½
Swearing 5 wit.	20
5 witnesses	2.50
cons. costs on subp	1.42½
	$7.14

Thomas Davis paid as witness 50 cts

And subpoena issued and delivered to S Johnson Cons. for the appearance of Wm T Fulton George Davis 1st & Washington Davis as witnesses for Plaintiff

Also subpoena issued and delivered to S Johnson cons. for the appearance of James W Boerger Samuel J Kirk Thomas Davis & Zocheriah McElroy as witnesses for Defendant

Oct 1st 1846 Subpoena issued by order of Plaintiff and delivered to S Johnson cons. for the appearance of Robert Davis & John B Hyde to appear as witnesses for Plaintiff on the 2nd day of Oct 1846 at 10 o'clock A.M.

Oct 2nd 1846 Venire returned endorsed personally served by reading this writ to J G Miller. B P Wilkins J E Southward. S Strong Isaac Mattox & J E Cahill Fees service 60 Milage 50 cts. S Johnson Cons.

Also Plaintiffs first subpoena returned endorsed personally served Sept 29th 1846 by reading this writ to Wm T Fulton personally served Sept 30th 1846 by reading to George Davis served Oct 2nd 1846 by coppying for Washington Davis Fees serv. 32 Milage 20 cts S Johnson Cons.

Also Plaintiffs 2nd Subpoena returned endorsed served Oct 2nd 1846 by leaving a coppy at Robert Davis house personally served Oct 2nd 1846 by reading this writ to John B Hyde Fees serv. 20 Milage 20 cts S Johnson Cons

Also Defendants subpoena returned endorsed served Sept 29th 1846 by leaving a certified coppy at Zocheriah McElroys house personally served Sept 29th 1846 by reading this writ to Samuel J Kirk personally served Sept 30th 1846 by reading this writ to James W Boerer & Thomas Davis Fees S 42 M $1.00 S Johnson Cons.

Oct 2nd 1846 Ten o'clock A.M. The parties appeared and Jonathan G Miller Berish P Wilkins John E Southward Samuel Strong Isaac Mattox & John E Cahill sworn and Empanneled as jury men. The defendant then demanded the Plaintiffs bill of particulars which was shown to him whereupon the Defendant objected to said bill as not being the original one and demanded an onsuit which said objection and demand was not allowed by me the Defendant then took an exception in the following form

David Davis vs Winfield S Hartford

The State of Ohio Union County York Township ss.

Be it remembered that on the trial of the cause between David Davis & Winfield S Hartford by jury before the undersigned A G Brooks a Justice of the peace in and for said township at his office therein on the 2nd day of Oct A D 1846 the Plaintiff having previous to the adjournment of the cause on the 25th day of Sept 1846 filed in his bill of Particulars of which the following is a true coppy

David Davis vs Winfield S Hartford } April 15th 1846
Winfield S Hartford Dr to two dollars in cash
David Davis

A certified copy of which was given to Defendant by me on the day of said adjournment the said plaintiff on the said 2nd day of October after the parties were in attendance with their witnesses filed in the paper of which the following is a true copy

State of Ohio Union County York Tp } Winfield S Hartford Dr to 2$ found due the said David and agreed to be paid to him by the said Winfield S Hartford in consideration of an exchange of horses between the said David & the said Hartford in February 1846 in the county of Union also 2$ for goods sold money lent money had and received and on an account stated at the time and place aforesaid. To which last bill of particulars the Defendant objected but said objection was overruled by me and said last bill permitted to be filed. The question of costs was raised and argued in respect to the payment of costs in cases of amendments. The court stated that they were not aware of the rules in higher courts in regard to the payments of costs on amendments but the question was not submitted to or decided by me in regard to costs in this suit. And the said last bill of particulars was permitted to be filed without the payment of costs

Wm T Fulton George Davis 1st Washington Davis John B Hyde & Robert Davis sworn and examined as witnesses for Plaintiff

The plaintiff then offered in evidence to the Jury a verbal agreement upon the part of the Defendant made in Feb. 1846 to pay to the Plaintiff two dollars as the difference in a horse trade. Whereupon the said Defendant objected to the admition of said testimony which objection was over ruled by the court and said testimony admitted to which opinion of the court the said Winfield S Hartford excepted and prayed that his bill of exceptions in that behalf might be allowed which is accordingly done and at his instance the same is made a part of the record and Docket entry in his cause

And James W Bowyer. Samuel J Kirk. Thomas Davis Zacheriah McElroy & Samuel Johnson sworn and examined as witnesses for Defendant

The Jury agreed and rendered their verdict that the Defendant pay the Plaintiff two dollars. Judgment is therefore rendered in favour of the Plaintiff David Davis & against the Defendant Winfield S Hartford in the sum of two dollars and his costs herein taxed at twelve dollars and twenty cents

A G Brooks. J.P.

The state of Ohio, Marion County York Township ss
I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me in the above cause

A G Brooks. J.P.
of the above said township

made in February 1846 to pay to the plaintiff two dollars as the difference in a horse trade. Whereupon the said defendant objected to the admission of said testimony, which objection was overruled by the Court, and said testimony admitted, to which opinion of the Court the said Winfield S Hartford excepted, and prayed that his bill of exceptions in that behalf might be allowed, which is accordingly done, and at his instance the same is made a part of the record and docket entry in this cause.

October 2nd 1846

A G Brooks (Seal)
Justice of the peace as above mentioned

Bill of exceptions

David Davis
vs
Winfield S Hartford

The State of Ohio, Union County, York Township, SS.

Be it remembered,

that on the trial of the cause between David Davis, and Winfield S Hartford, by jury before the undersigned A. P. Brooks a justice of the peace in and for said township, at his office therein, on the 2nd day of October A.D. 1846 - the Plaintiff having previous to the adjournment of the cause, on the 25th day of September 1846. filed in his Bill of Particulars of which the following is a true copy.

" David Davis vs Winfield S Hartford } April 18th 1846.
Winfield S Hartford Dr
To two dollars in cash
David Davis "

a certified copy of which was given to defendant by me on the day of said adjournment - The said plaintiff on the said 2nd day of October after the parties were in attendance with their witnesses, filed in the paper of which the following is a true copy.

" State of Ohio, Union County, York Tp. SS } Winfield S Hartford Dr to David Davis 2.$ found due the said Davis, and agreed to be paid to him by the said Winfield S Hartford in consideration of an exchange of horses between the said Davis and the said Hartford in February 1846 in the county of Union. Also 2.$ for goods sold, money lent, money had and received, and on an account stated, at the time and place aforesaid. " To which last Bill of particulars the defendant objected - but said objection was overruled by me, and said last Bill permitted to be filed - the question of costs was raised and argued in respect to the payment of costs in ~~the court to rule the plaintiff to the payment of costs in~~ cases ~~consequence of said~~ the Court stated they were not aware of the rule in higher courts in regard to the payment of costs on amendments, but the question was not submitted to them in regard to costs in this case by ~~me~~ and the said last Bill of Particulars was permitted to be filed without the payment of costs -

The ~~defendant~~ plaintiff then offered in evidence to the jury, a verbal agreement upon the part of the defendant