Civil/Domestic Case File

Case No. 1848-CV-0001

No. 48-CU-1

Union Common Pleas Court.

John Headley Plaintiff,

AGAINST

John Graham Defendant.

JUN TERM. 1843

JUD'G VS PLAINT'F.

Journal 4 Page 128

Record No. No Record. Page

Ex. Doc. Page

Trans Cont Plus

John Bradley

v ~~Ass~~ Cont $5000.

John Graham

vs

Pl.

Sweden & Daly

vs

Def.

Def. ~~March 20 1846~~

March 20 1848

John Cassio clk

John Headley
vs
John Graham

Case Damages $5000.00

Issue a Summons returnable to next Term. Endorse Suit brot to recover damages for Slanderous words spoken by the Deft. of and concerning the Plaintiff.

To the Clerk of Union County
March 15th 1848

Fowler & Dealy
Attys. for Plff.

John Bradly
v
John Graham

Issue a Subpoena for the following witnesses for Pltff. to wit Lewis Gabriel Bradly. Leonard Rhis Arthur W Woodworth. James Galloway Jenkin McIlvain James McIlvain Joseph Clock. & Hugh Donough who lives in McKean Co. the will be wanted at Court at which time he can be found.

To the Clerk of Warren Co
Sept 2nd 1848.

Sutton & Leaty
Attys for Pltff

Union Com Pleas

John Headley
vs
John Graham

Filed April 25th 1848
John Cassil clk

Judt Brot to recover damages for slanderous words spoken by the Defdt, of and concerning the Plaintiffs.

Shutler & Dought
Atys for Pltff

Defendt this terms by leaving a certified copy thereof at the residence of the within named defendant April 15, 1848

Fees Mileage 15
Service 35
copy 12½ 1.12

Phillips Sheriffs Atty

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

WE command you to summon John Grahand

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

in a plea of Case damages Five thousand dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20th day of March A. D. 1848.

John Cassil CLERK.

have been guilty of the crimes and misdemeanors imputed to us aforesaid by the said defendant, and have by reason of the committing of the said criminal proceedings by the said defendant as aforesaid, from thence hitherto wholly refused and still do refuse to have any discourse or acquaintance with the said Plaintiff, as they were accustomed to have, and otherwise behaved have had, whilst at Union County aforesaid

And by reason of the premises the said Plaintiff has been greatly vexed harassed and aggrieved and imprisoned, and hath been and is otherwise much injured and damnified whilst at Union County aforesaid, to the damage of the said Plaintiff $5000.00, and therefore he brings suit &c

By Sanders & Daty his Attys

Union Court Plea

John Shields
vs. Case Damages $5000.00

John Cayham

Plea Sanders & Daty
Pltffs Attys.

Filed June 10, 1848
John Cassell Clk.
Cost received
$5 Recd

The State of Ohio. Union County ss.

Court of Common Pleas April Term 1848

John Deadly Complainer of John Graham in a plea of the Case. For that whereas the said Plaintiff. now is a good honest Citizen of the State of Ohio. and as such hath always behaved and conducted himself. and until the Committing of the several grievances by the said Defendant as hereafter mentioned. Been always reputed. Esteemed and accepted among all his neighbors. and other good Citizens of the State of Ohio. and has never suspected or Charged. with the Commission of any Crimes or offences against the Criminal Laws of the State. and has always accepted and received by his neighbors. and other Citizens. as a person of good name fame and Credit. to wit. at Union County aforesaid

Yet the said John Graham. well knowing the premises. but greatly meaning the happy State and Condition of the said Plaintiff. and contriving. and falsely and maliciously intending to injure the said Plaintiff in his good name. fame and Credit. and to bring him into public scandal. infamy and disgrace. with and amongst all his neighbors. and other good Citizens of the State of Ohio and to cause him as aforesaid appear unpowerful and wholly unworthy the said Plaintiff on the 1st day of March 1848 at the County of Union aforesaid. in a certain discourse which the said Defendant. then and there had in the presence and hearing of divers good Citizens of the State of Ohio. then and there in the presence and hearing of the ~~last~~ said Citizens. falsely. maliciously spake and published of and concerning the said Plff. these false scandalous. malicious and defamatory words that is to say -

John Bradley, (meaning Pltff.) Had stolen, and would steal. John Bradly was a thief - and he (meaning Defendant) could prove John (meaning Pltff.) a thief.

By means of the Committing of the said Slanderous grievances by the said Defendant as aforesaid, the said Pltff. hath been and is greatly injured in his said good name fame and Credit, and has been brought into public scandal infamy and disgrace amongst all his neighbors and other good Citizens of the State of Ohio whom the innocence and integrity of the said Plaintiff in the premises were unknown, have an account of the Committing of the said Slanderous grievances by the said Defendant as aforesaid, from them hitherto Suspected and believed, and still do suspect and believe, the said Plaintiff to have been guilty of the Crimes and misdemeanors imputed so as aforesaid by the said Defendant, and have by reason of the Committing of the said grievances by the said Defdt. as aforesaid, from them hitherto wholly refused, and still do refuse to have any discourse or acquaintance with the said Plaintiff, as they were accustomed to have, and otherwise would have had, to wit at Union County aforesaid.

And by reason of the premises the said Plaintiff has been greatly ~~injured~~ vexed harassed aggrieved and impoverished, ~~to~~ and by reason of the premises hath been and is otherwise much injured, and damnified thereto wit at Union County aforesaid.

And whereas also, the said Plaintiff now is a good and faithful Citizen of the State of Ohio, and as such hath always behaved and demeaned himself, and until the Committing of the Slanderous grievances by the said Defendant as hereinafter mentioned, he was always reputed, esteemed

and accepted, amongst all his neighbours, and other good Citizens of the State of Ohio, to whom he was in every Known, to be a person of good Name, fame and Credit, to wit at Union County aforesaid. ~~and whereas also the~~ Yet the said John Bingham well Knowing the premises, but greatly envying the happy state and Condition of the said plaintiff, and contriving to injure the said Pltff in his good name, fame and Credit, and to bring him into public scandal, infamy and disgrace, with and amongst all his neighbours, and other good Citizens of the State of Ohio, and to vex, harass, oppress and impoverish, and wholly ruin the said Plaintiff intending to wit, on the 1st day of January 1868 at the County of Union aforesaid, in a certain discourse which the said Defendant then and there had in the presence and hearing of divers good Citizens of the State of Ohio, then and there in the presence and hearing of the said Citizens, falsely, maliciously, spake and published of and concerning the said Plaintiff these false scandalous, malicious and defamatory words That is to say, John Hradley, meaning Pltff, had stole John Hradley was a thief. John Hradley would steal.

By means of the Committing of the said Criminal grievances by the said Defendant as aforesaid, the said Plaintiff hath been and is greatly injured in his said good name, fame and Credit, and has been brought into public scandal infamy and disgrace, amongst all his neighbours and other good citizens of the State of Ohio to whom the innocence and integrity of the said Plaintiff in the premises were unknown, have an account of the Committing of the said Criminal grievances by the said Defendant as aforesaid, from them hitherto, suspected and believed and still do suspect, and believe the said Pltff

Filed Decr. 26. 1849
J. Kirk Rudolph Clk

State
vs
Peyton B Smith

Resisting an Officer
Fine & costs in Union Com Plea

Issue an Execution with
a Ca Sa clause in the above
case

To Jas Kinkade Jr

C M B Allison Pros Atty

Civil/Domestic Case File

Case No. 1848-CV-0002

Civil/Domestic Case

1848-CV-0002

located with

Supreme Court Case

1848-SC-0003

Civil/Domestic Case File

Case No. 1848-CV-0003

Civil/Domestic Case

1848-CV-0003

located with

Supreme Court Case

1848-SC-0002

Civil/Domestic Case File

Case No. 1848-CV-0004

No. 48-CV-4

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

O. C. Kennedy et al
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT
$128 00

Journal	4	Page	124
Record No.	5	Page	262
Ex. Doc.	1	Page	503

In Union Com Pleas

The State of Ohio
for &c

vs

O. C. Kennally et al

Praecipe In Assumpsit

Filed March 31. 1848
John Cassie clk

Allison & Curry

The State of Ohio, for the use of the
Fund Commissioners of Union County
vs
O. C. Kennady & Reuben P. Mann
Survivors of Wm Parkison, deceased

In Assumpsit
Damages $200.

Issue a Summons returnable at the next term. Indorse on the writ, "Suit brought on a note of hand given by defendants and one Wm Parkison since deceased, to plaintiff for one hundred dollars, with interest at the rate of seven per cent. Dated. Feby 2nd 1841. Given for Surplus Revenue and subject to the Act regulating the same. &c Also for goods sold and delivered, money lent, money had and received &c. Damages claimed as due $200.00

To the Clerk of Union Com Pleas
March 31st 1848

Allison & Curry Attys
for Plff.

Suit brought on a note of hand given by defendants Ance and Mrs Parkinson dec'd, deceased, to plaintiffs for one hundred dollars, with interest at the rate of seven per cent Dated Feby 2 1841. Given for support, plus revenue and Debt & to the act regulating the same, &c also for Goods sold and delivered, money lent, money had and received &c Damages claimed as Dec $200.00

Allison Henry Atty
for Pltffs.

Union Com Pleas

The State for &c
by
O. C. Kennady Stat

Filed April 6, 1848
John Cassil CM

Served this writ April 6, 1848 by delivering a certified copy thereof to each of the within named defendants

Fees — mileage 25
Service 55
Copies 50 = 110

Philip Shriver Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon A. C. Kennady & Reuben P. Mann, Survivors of Wm Parkinson, deceased,

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 The State of Ohio, for the use of the Fund Commissioners of Union County

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 31st day of March A. D. 1848.

John Cassil Clerk.

In Union Com Pleas

The State of Ohio for &c

vs

O. C. Kennady et al

Assumpsit - Narr

Filed May 17. 1848
John Cassil clk
Cost bill made
Record

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union County.
Union County ss } Of the term of April A.D. 1848

The State of Ohio (for the use of the Fund Commissioners of Union County) complains of O. C. Kennady and Reuben Pillam in a plea of Assumpsit, for that, whereas, heretofore, in the lifetime of one Wm Parkison since deceased, to wit, on the 2nd day of February A.D. 1841, at the county of Union aforesaid, the defendants and the said Wm Parkison made their promissory note in writing, and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff One hundred dollars with interest at the rate of seven per cent (the said note having been given for surplus Revenue, and made subject to the Act regulating the same)

And whereas also, the defendants on the 1st day of January A.D. 1848 at the county of Union aforesaid were indebted to the plaintiff in the sum of Two hundred dollars for money then and there lent by the plaintiff to the defendants at their request.

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

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

And in two hundred dollars for money found to be due from the defendants to the plaintiff, on an account then and there stated between them. And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised to pay the plaintiff the said several moneys herein last above mentioned on request, yet the defendants, and the said Wm Parkison in his lifetime did not, nor did either of them pay, nor have the defendants, or either of them since the death of the said Wm Parkison paid any of the said moneys, or any part thereof; To the damage of the plaintiff of two hundred dollars; and therefore he sues &c

By Allison & Lemoy his Attys

Ex Doc Page 503

The State of Ohio for &c
vs
O C Kennedy &
R Pillam

Dam $128.00
Costs 5.08
Writ .41

Filed Sept 17. 1848
John Cassil Clk

Recorded

Received this writ August 1. 1848
Made thereon one hundred and
thirty eight dollars and thirty three cents
in full of dain execution September 19. 1848

Fees = Service 35
Poundage 2.69
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 Twenty Seventh day of June A.D., 1848. The State of Ohio for the use of the Fund Commissioners of Union County recovered against Oliver C Kennady and Reuben P Mann Survivors &c as well as the sum of One hundred & twenty eight dollars ~~and cents~~ for their ~~debt, as the sum of~~ ~~dollars and cents, for~~ damages as also the sum of $ 5,08 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 Oliver C Kennady & Reuben P Mann you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Twenty Seventh day of June A.D., 1848, 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 State of Ohio for the use of the Fund Commissioners of Union County

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 1st day of August A.D., 1848.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0005

No. 48-CV-5

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Wilson Reed et al
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT

Journal 4 Page 128

Record No. No Record Page

Ex. Doc. Page

In Union Com Pleas

The State of Ohio
for the use of the Fund Comrs
of Union County

vs

Wilson Reed et alz

Praecipe - In Assumpsit

Filed March 31. 1848
John Cassil clerk

Allison & Curry

The State of Ohio, for the use of the
Fund Commissioners of Union County
vs
Wilson Reed
James McDonald &
David Burnham

In Assumpsit
Damages $200.

Issue a summons returnable at the next term. Indorse on the writ "Suit brought on a note of hand given by defendants to plaintiff for one hundred dollars, payable one year from date, with interest at 7 per cent. Dated June 13th 1837. Given for Surplus Revenue and subject to the Act regulating the distribution of the same, &c. Also for goods sold, and delivered, money lent, money had and received, &c. Damages claimed as due $200.00

To the Clerk of Union Com Pleas

March 31st 1848

Allison & Curry Attys for Plff.

Suit brought on a note of hand given by Defendants to Plaintiff for One hundred dollars, payable one year from date. ~~and~~ ~~[illegible]~~ with interest at 7. percent. Dated June 13th 1837. Given for surplus revenue, and subject to the act regulating the distribution of the same, &c, also for goods sold and delivered, money lent, money had and received &c Damages claimed as due $200.00

Allison & Curry attys for Pltff

Union Com Pleas

The State of Ohio for &c
vs
Wilson Reed et al

Filed April 25, 1845
John Cassil Clk

Summons the man by attaching a certain estate belonging to each of the within named defendants, viz. Joseph Grimes, McQuade & Co. on the 4th day of June 1845

Fees — Mileage 25
Serve 55
Return 50 — 110

Philip Shuler Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wilson Reed. James McDonald, and David Burnham,

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 The State of Ohio, for the use of the Fund Commissioners of Union County,

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 31st day of March A. D. 1818.

John Cassil Clerk.

In Union Com Pleas

The State of Ohio for &c

vs

Wilson Reed et als

In Assumpsit - Narr

Filed May 17. 1848
John Cassil Clk

Cost bill made
No Record

Allison & Curry

The State of Ohio } Court of Common Pleas of Union
Union County ss } County. of the Term of April A.D. 1848

The State of Ohio (for the use of the Fund Commissioners of Union County) Complains of Wilson Reed and David Burnham, the Sheriff of said County having returned not found as to James McDonald against whom process in this cause was also issued, in a plea of Assumpsit, For that, whereas, the said defendants in the said process named, on the 13th day of June A.D. 1837 at the County of Union aforesaid made their promissory note in writing, and delivered the same to the plaintiff and thereby ~~promised~~ then and there promised to pay to the plaintiff One hundred dollars, one year after the date thereof, with interest at the rate of seven per cent, (the said note having been given for Surplus Revenue, and made subject to the act regulating the distribution of the same) which period hath now elapsed.

And whereas also — the defendants in the said process named, on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by the plaintiff to the said defendants, at their request.

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

And in two hundred dollars for money found to be due from the said defendants to the plaintiff on an account then and there stated between them: And the said defendants afterwards, on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively promised to pay the plaintiff the said several moneys herein last above mentioned on request: Yet the defendants aforesaid, in the said bill named, have disregarded all their said 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 two hundred dollars, and therefore he sues &c

By Allison & Curry his Attys

Civil/Domestic Case File

Case No. 1848-CV-0006

No. 48-CV-6

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Abraham Amerine
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT
$128 00

Journal 4 Page 124

Record No. 5 Page 263

Ex. Doc. 1 Page 5-03

In Union Com Pl. cap

The State of Ohio
for the use of the Fund
Comrs of Union County

vs

Abraham Aurine et al

Praecipe - In Assumpsit

Filed March 31. 1848
John Cassil Clk

Allison & Curry

The State of Ohio, for the use of the School Fund Commissioners of Union County

vs

Abraham Aurine
Westly Aurine
Frederick Aurine
Jeremiah Aurine &
Samuel Elliott

In Assumpsit
Damages $200.

Issue a Summons returnable at the next Term. Indorse on the writ "Suit brought on a note of hand given by defendants to plaintiff for one hundred dollars payable one year from date, with interest at 7 per cent. Dated June 3rd 1837. Given for Surplus Revenue, and subject to the Act, regulating the distribution of the same &c. Also for goods sold and delivered, Money lent, Money had and received &c. Damages claimed as due $200

To the Clerk of Union Com Pleas
March 31st 1848

Allison & Curry
Attys for Plff.

Served this writ by delivering a certified copy thereof to Abraham Aurine of Wd Sheriff on the third day of April 1848 and also delivering a certified copy of the writ of the residence of Samuel Elliott on the 4th day of April 1848 Theodorick Morris & Jeremiah Morris not found

Philip Snider Sheriff

Don't bring the an a note of hand given by Defendants to Plaintiff for one hundred Dollars, payable one year from date, with interest at 7 per cent, Dated June 13th 1837 given for simples received, and subject to the act, regulating the distribution of the same, &c. Also for goods sold and delivered, and money had and received &c Damages claimed as due $200.00

Allison & Curry
Attys for Plff

Union Com Pleas

The State of Ohio for &c
vs
Abraham Aurine et al

Fees = mileage	20
Service	75
Copies	45
	1.40

Philip Snider Sheriff

Filed April 25, 1848
John Cassil Clk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Abraham Amsine, Westley Amsine, Frederick Amsine, Jeremiah Amsine & Samuel Elliott,

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 The State of Ohio for the use of the Fund Commissioners of Union County.

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 31st day of March A. D. 1848.

John Cassil clerk

In Union Com Pleas

The State of Ohio for use

vs

Abraham Amrine et als

Assumpsit — Narr.

Filed May 17. 1848
John Cassil Clk
Cost bill made
Recd

Recorded

Allison & Conroy

The State of Ohio } Court of Common Pleas of Union County
Union County ss } Of the Term of April A D 1848.

The State of Ohio (for the use of the Fund Commissioners of Union County) sued out a writ of Summons herein against Abraham Amrine, Westley Amrine, Frederick Amrine, Jeremiah Amrine and Samuel Elliott the defendants in said writ named, to which the Sheriff of said County has returned not found as to Frederick Amrine and Jeremiah Amrine, and thereupon the said State of Ohio (for the use of the Fund Commissioners of Union County) complains of the said Abraham Amrine, Westley Amrine, and Samuel Elliott in a plea of Assumpsit. For that, whereas, the said defendants in the said writ named on the 13th day of June A.D. 1837 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 One hundred dollars one year after the date thereof, with seven per cent interest thereon (the said note having been given then and there for Surplus Revenue, and made subject to the Act regulating the distribution of the same) which period hath now elapsed.

And whereas also the said defendants in the said writ named, on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by the plaintiff to the said defendants at their request:

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

And in two hundred dollars for money then and there found to be due from the said defendants to the plaintiff on an account stated between them. And the said defendants afterwards on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively promised to pay the plaintiff the said several moneys herein last above mentioned on request; Yet the said defendants in the said writ named have disregarded all their said promises, and have not, nor both either of them paid any of the said moneys or any part thereof. To the damage of the Plaintiff of two hundred dollars and therefore he brings his suit &c

By Allison & Curry his attys

Ex Docket Page 497

The State of Ohio for &c
vs
Abraham Aurine et al

Damage $111.39
Costs 5.50½
Writ .41

Filed Sept 20, 1848
John Cassil Clk

Recorded

Received this writ July 20th 1848. Received on this writ twenty five dollars of Betty Aurine July 21, 1848. August 14, 1848 Received of Abraham Aurine seventy four dollars and fifty cents to apply on this writ, Sept 18, 1848 Received of Betty Aurine twenty one dollars and ninety one cents balance and in full on this execution.

Fees = mileage 5
service 35
Mileage 2.42 = $2.82

D. Rich'd Vander Oheer
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 Twenty Seventh day of June A.D., 1848. The State of Ohio for the Use of the Fund Commissioners of Union County recovered against Abraham Amrine, Westley Amrine and Samuel Elliott, as well as the sum of One hundred And Eleven dollars and thirty nine cents for their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages, as also the sum of $ 5,50½ 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 Abraham Amrine, Westley Amrine and Samuel Elliott you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Twenty Seventh day of June A.D., 1848, 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 State of Ohio for &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 20th day of July A.D., 1848.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0007

J. CN-7

Union Common Pleas Court

State of Ohio for Fund Com
Plaintiff,

against

Michael S Wood et al
Defendant.

SEP TERM. 1848

Judg. Vs Defendant
$105.70
"

Journal 5 4 — Page 241 152

Record No. 5 — Page 306

Ex. Doc. 1 — Page 524

In Union Com Pleas

The State of Ohio
for &c

vs

Michael S Wood et al

Praecipe - In Assumpsit

Filed March 31. 1848
John Cassil clk

Allison & Curry

The State of Ohio, for the use
of the Fund Commissioners of Union County,
vs
Michael S Wood &
James Reed

In Assumpsit.
Damages $200.

Issue a summons, returnable at the next term. Indorse on the writ "Suit brought on a note of hand given by defendants to plaintiff for One hundred dollars, payable one year from date, with interest at seven per cent, Dated June 13th 1837, Given for Surplus Revenue and subject to the Act regulating the distribution of the same, &c. Also for goods sold and delivered, money lent, money had and received &c. Damages claimed as due $200.00

To the Clerk of Union Com Pleas.
March 31st 1848

Allison & Curry Attys for Plff.

Suit brought on a note of hand given by Defendants to Plaintiff for one hundred dollars, payable one year from date, with interest at seven percent dated June 13th 1837. Given for supplies received and subject to the act regulating the distribution of the same. Also for goods sold and delivered, money lent, money had and received, & c. Damages claimed as due $200.00

Allen & Avery
Attys for Plff

Union Com Pleas

The state of Ohio for the
vs
Micheal J Wood et al

Filed April 25, 1848
John Cassil Clk

Served this writ by delivering a certified copy thereof to Micheal J. Wood on the 3rd day of April 1848 James Reed not found

Fees— Mileage 5
Service 35
Copy 15

Phillip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Micheal S. Wood, and James 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 The State of Ohio for the Use of the Fence Commissioners of Union County,

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 31st day of March A. D. 1818.

John Cassil Clerk.

In Union Com Pleas

The State of Ohio for &c

vs

Michael S Wood et al

Assumpsit — Narr

Filed May 17. 1848
John Cassil Clk

Cost bill made
Recd

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union County
Union County, ss } Of the Term of April A.D. 1848.

The State of Ohio, (for the use of the Fund Commissioners of Union County) sued out a writ of Summons herein against Michael S Wood and James Reed the defendants in said writ named to which the Sheriff of said County has returned not found as to James Reed and thereupon the said State of Ohio for the use &c. Complains of the said Michael S Wood, in a plea of Assumpsit. For that, whereas, the said defendants in the said writ named, on the 13th day of June A.D. 1837 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 One hundred dollars one year after the date thereof, with interest at the rate of seven per cent. (the said note having been then and there given for Surplus Revenue, and made subject to the act regulating the distribution of the same) which period hath now elapsed.

And whereas also, the said defendants in the said writ named, on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by the plaintiff to the said defendants at their request.

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

And in two hundred dollars for money then and there found to be due from the said defendants to the plaintiff on an account stated between them. And the said defendants afterwards on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively promised to pay, the plaintiff the said several moneys herein last above mentioned on request; yet the said defendants in the said writ named have disregarded all their said 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 two hundred dollars and therefore he brings his suit &c

By Allison D Curry his Atty

Commw vs Co

5

M S Row

Proof of publication

Filed March 23 1853

James Lum Clerk

SHERIFF'S SALE.

State of Ohio, for the use of the Fund Commissioners of Union County, vs Michael S. Wood.

By virtue of a Venditioni exponas to me directed from the court of common pleas of Union county Ohio, I shall offer for sale at the door of the court house in said county, on the 21st day of March A D 1853 between the legal hours of ten o'clock A M and four o'clock P M the following described real estate to wit; part of survey No 4075 Virginia Military land beginning at a red oak and beech in the line of land sold and conveyed by Helen Massey to Michael Blue; thence s eighty eighty-eight one hundred and thirty-six poles to a hickory beach and ash in the line of said Blue; thence s ten, e one hundred and sixty-four poles to two sugar trees and beech n eighty e one hundred and thirty-six poles to one large sugar tree; thence n ten, w one hundred and sixty-four poles to the place of beginning; containing one hundred and thirty-seven acres more or less, except ferty acres heretofore conveyed by said Wood to William Blue.

Appraised at $16,00 per acre.

W. C. MALIN Sheriff.

Feb. 9, '53. (pf$4,50)a21w5.

I do solemly swear that I am publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County, Ohio, and that the annexed notice was published in the same for five consecutive weeks prior to the 21st day of March 1853.

R. S. Hamilton

Sworn to and subscribed before me this 23rd day of March 1853

James Linn clerk

Claiborne Sp. W. Co. Q June 25th 1853

Whereas the Fund Commissioners of said County obtained a Judgment in Court against Michael S. Wood for a sum of Money named in said judgment & whereas the Farm of said M. S. Wood was sold to me at the April term 1853 of Court for said County, by virtue of the aforesaid judgment & the sale duly confirmed: Now this is to say that if the aforesaid Judgment has been paid to the satisfaction of the fund Commissioners, I wish the sale as aforesaid to be set aside.

Andrew McNeil.

The State of Ohio
For the use of the
Fund Commissioners
of Union County,
vs.
Michael S. Wood

In this case a sale of the lands and premises of said defendant ~~was~~ ~~been~~ was heretofore made, and said sale was ~~taken up and~~ continued at the March Term of this court 1853, and the Sheriff ordered to convey said premises to the purchaser Andrew M'Neil, It is now shown to the satisfaction of the court that said defendant has paid in full the said claim of said Fund Commissioners against him, and the said Andrew McNeil now comes and files the following paper to wit: (Opy) and, the said Funds Commissioners consenting thereto, it is hereby ordered and adjudged that said sale and all the proceedings in that behalf be vacated and set aside. And thereupon Com the said Fund Commissioner and discontinue this cause. ~~and it is ordered that said defendant pay the costs of discontinuance~~

Sep- 1848

5- 241
4- 152 - 5-306

William J Patter
v
Jonathan Burt } Chancery

By agreement of parties this cause is dismissed. the complainant to pay all

E. D. 524

The State of Ohio, Union County

vs

Michael J Noble

Damages	$105.10
Interest 6 per cent	5.20
Costs	11.08
Surcharge cost	41
This writ	

Felix Ware 6 1852
James Shaw Clerk

Allison & Curry attys for Pltff

Received this writ February 23 1852
There being no other Goods or chattles found whereon to Levy
Had the within described Goods & chattles advertised in the Marysville Tribune a
newspaper published once in general circulation in Union County Ohio for at Least ten days previous to the day of Sale
afterwards to wit on the 10th day of March AD 1852 it being the day i advertise the same
to be sold between the Legal hours offered the same at the Residence of the
Defendant at Public auction and not sold for want of Bidders

Had the within described real estate advertised in the Marysville Tribune a
newspaper published once in general circulation in Union County Ohio
for at Least thirty days previous to the day of Sale afterwards to wit
on the 5th day of April AD 1852 it being the day I advertised said real
Estate to be sold between the Legal hours of ten o'clock AM and four
o'clock PM offered the same at the door of the Court House in said
County at Public auction once not sold for want of Bidders

Fees Mileage	20
Fees	35
Advertising	25
Printers Fee	4 50
	5 50

April 6th 1852

William C Malin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you, to expose to sale those Goods & Chattles Lands and Tenements of Michael S Wood to wit one Sorel Mare and the following lands and tenements to wit Lying and being in the county of union and State of Ohio being part of survey 4075. of six hundred acres of the virginia Military lands so usually called. Besining at a red oak and beech in the line of land sold and conveyed by Hellen Mapsie to Michael Blue. thence S 80. 88 136 poles to a hickory beech and ash in the line of said Blues ~~for~~ thence S 10. E 164 poles to two sugars. and beech thence N 80 E 136 poles to one Large Sugar tree. thence N 10 W 164 poles to the place of besining contain ing one hundred ~~acres~~ and thirty seven acres more or less Except forty acres heretofore conveyed by said Wood to William Blue ~~on the 28 day of August A.D.~~

which according to our commands you have taken into your hands, and which remain unsold, as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The State of Ohio for the use of the Funed Commissioners of Union County

the sum of one hundred and five dollars

and Ten cents for its ~~for~~

damages, together with $ 5.20 for its costs, with interest thereon from the 19th day of September A. D. 1848 until paid, which late in our said Court the said at the rate of 6 per cent on the damages and 6 per cent on the costs State of Ohio for the use of the Funed Commissioners of Union County recovered against the said Michael S. Wood

as of record is manifest. Also, $ 11.02 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said State of Ohio for the use of the Funed Commissioners of Union County

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

Witness, ~~JAMES KINKADE Jr.~~ James Livmer, Clerk of said Court at the Court House in Marysville, this 23rd day of February A. D. 1852

James Livmer Clerk.

E. D. Dot

The State of Ohio for use
vs
Michael Wood

Damages $105.10
Interest thereon
Costs —
Int. at 6 per cent
Increased costs 3.01
Fees 10.00
" 41

Recd Sept 1 1857

Filed Sept 30. 1857
A Nichols Clerk
Recorded

Wm Harrison atty for Plff

Received this writ August 18th 1857
The property here to Bone Levied upon in this case being insufficient to satisfy this case in my opinion and there being no Goods or Chattles found whereon to Levy I Levied August 23d 1857 upon the following lands and tenements to wit Lying and being in the County of Union and State of Ohio being part of Survey 4075 of six hundred acres of the Virginia Military land so usually called Beginning at a Red oak and beech in the Line of land sold and conveied by Nellen Mabry to Mick Blue thence S 80° 88° 136 poles to a Hickory Beech and ash in the Line of said ~~Mabry~~ Blues thence S 10 E 164 poles to two Sugars and beech thence N 80 E 136 poles to one large sugar tree thence N. 10 W 164 poles to the place of Beginning Containing one hundred and thirty seven acres more or Less Except forty acres heretofore conveied by said wood to William Blue — on the 23d day of August ~~and the~~ A D 1857 and the above described real estate Appraised by the oaths of James Turner & S Hamilton and doshewy duly at Sixteen dollars per acre Advertise the above real Estate 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 I afterwards to wit on the 24th day of September A D 1857 being the day I advertised the same to be Sold between the Legal hours, offered the same at the door of the Court House in said County by Public auction and not Sold for want of bidders — Advertised the within described personal Property in the Marysville Tribune a news paper published and in general circulation in Union County Ohio for at least ten days previous to the day of Sale I afterwards to wit on the 24th day of September A D 1857, being the day I advertised the same to be sold between the Legal hours offered the same at the residence of the defendant and not sold for want of bidders

Fees
Mileage 25
Levy 35
Serv 35
Ad 25
Cr 40
Appr 150
Dec 2 450
1 60

William C Martin Sheriff

Sept 30 1857

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of Michael S. Wood. town'p, One Sorel Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The State of Ohio for the use of the Fund Commissioners of Union County the sum of One hundred and five ——— dollars and ten cents for its ~~———~~ damages, together with $ 5.20 for its costs, with interest thereon from the 19th day of September A.D. 1848 at the rate of seven per cent on the damages, and 6 per cent on costs, until paid, which late in our said Court the said State of Ohio for the use of the Fund Commissioners of Union County ——— recovered against the said Michael S. Wood

as of record is manifest. Also, $ 3.01 ——— increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said State of Ohio for the use of the Fund Commissioners of Union County

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

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 18th day of August A.D. 1857

James Kinkade Jr Clerk.

Received this writ April 16. 1849. Levied on one sorrel mare April 20. 1849. advertised for sale according to law and offered for sale on the 26th May 1849 not sold for want of bidders. took bond for redelivery.

Fees = mileage 50
Service 35
Bond 50
advertising 25
Pr fee 1.00 = 2.60

Philip Snider Sheriff

Ex Book Page 524

The State of Ohio for use
by
Michael S. Brown

Damages $ 105.10
Costs 5.20
Writ .41

Fi. Jany 3d. 1849
J. Phillips, Clk

Returned

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 Nineteenth day of September A.D., 1848 The State of Ohio for the use of the Fund Commissioners of Union County recovered against Michael S. Wood

as well as the sum of One hundred & Five dollars and Ten cents for ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 5.20 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 Michael S. Wood.

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 State of Ohio for &c

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 Twelfth day of April A.D., 1849.

James Kinkade Jr Clerk.

E D 535

State of Ohio for the use of the Trustees of Union County
vs
M S Wood

Damages	$105,10
costs	5 20
Increase cost	22 44
This writ	73

Filed Nov 8 1852
James Irwin Clerk

Received this writ October 4 1852

Advertised the within described real Estate for sale in the Marysville Eagle a Newspaper published and in general circulation in Union County Ohio for at Least thirty days previous to the day of sale aforesaid to wit on the 8th day of November A.D. 1852 at being the day i advertised said Property to be sold between the Legal hours of ten o'clock A.M. and four o'clock P.M. offered the said real Estate for sale at the door of the Court house in said County at Public auction and not sold for want of Bidders

	Fees Milage	5
	Fees	35
November 8th 1852	Advertising	25
	Return	20
	Printers fee	4 80
		5.35

William C Martin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Michael S Wood. To wit Part of Survey No 4075. Virginia Military Land. Besining at a red oak & beech in the line of land sold & conveyed by Hellen Massey to Michael Blue. thence S 80: 88: 136 poles to a hickory beech & ash in the line of saice Blues. thence S 10 E 164 poles to two Sugartrees and beech N 80. E 136 poles to one Large Sugar tree thence N 10 W 164 poles to the place of Besining containing one hundred and thirty seven acres more or less. Except forty acres heretofore conveyed by saice Wood to William Blue ~~on the 23 day of August AD 1857~~

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The State of Ohio for the use of the Fund commissioners of Union County the sum of one hundred and five dollars ~~and~~ & 10 cents ~~cents for~~ damages, together with $ 5. 20 ~~for~~ at seven per cent on the ~~Judgment~~ for their costs, with interest thereon from the 19th day of September A. D. 1848 until paid, which late in our said Court the said State of Ohio for the use of the Fund commissioners of Union County recovered against the said Michael S Wood

as of record is manifest. Also, $ 22. 44 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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 State of Ohio for the use of the Fund commissioners of Union County

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

Witness, JAMES ~~KINKADE Jr.~~ Turner, Clerk of said Court at the Court House in Marysville, this 4th day of October A. D. 1852

James Turner Clerk.

E. D. 535

The State of Ohio for the use of the Commissioners of Union County

vs

Michael Hoover

Damages	$105.10
Costs	5.20
Increase cost	16.73
This writ	41

Filed June 14 1852
Jesse Shum Clerk

Received this writ April 23 1852
Read the within described Personal Property advertised in the Marysville Tribune a news paper Published and in General circulation in union County Ohio for at Least ten days previous to the day of Sale afterwards to wit on the 31st day of May AD 1852 it being the day I advertised said Property to be Sold offered the same at the residence of the defendant at Public auction and not Sold for want of Bidders
Also Advertised the within described Real Estate for sale in the Marysville Tribune a news paper published and in General circulation in union County and State of Ohio for at Least thirty days previous to the day of sale afterwards to wit on 14th day of June AD 1852 it being the day I advertised said real Estate to be sold between the Legal hours offered the same at the door of the Court House in said County at Public Auction and Not Sold for want of Bidders

Fees Milage	20
fees	35
Advertising	25
Printers fee	4 50
	$5 30

William C Martin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Goods & Chattels Lands and Tenements of Michael S Woods to wit, one some^r Mare, and the following lands & tenements to wit Lying & being in the County of Union and State of Ohio. Being part of survey No 4075 of Sixt hundred acres of the Virginia Military lands so usually called, Beginning at a red oak & beech in the line of land sold and conveyed by Hellen Massie to Michael Blue thence S. 80. 88 136 poles to a hickory beech and ash in the line of said Blue thence S 10 E 164 poles to two sugars and Beech, thence N 80 E 136 poles to one large sugar tree, thence N 10 W 164 poles to the place of begining containing one hundred & thirty seven acres more or less. Except forty acres heretofore conveyed by said Woods to William Blue

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the State of Ohio for the use of fence commissioners of Union County

the sum of one hundred and five dollars

and Zero cents for its ~~for~~

damages, together with $ 5, 20 for its costs, with interest thereon from the 19th day of September A. D. 1848 at the rate of 7 per cent on the damages & 6 per cent on the cost until paid, which late in our said Court the said State of Ohio for the use of the^r fence commissioners of Union County

recovered against the said Michael S Wood

as of record is manifest. Also, $16, 73 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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

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

Witness, ~~JAMES KINKADE Jr.~~ James Turner, Clerk of said Court at the Court House in Marysville, this 23d day of April A. D. 1852

James Turner Clerk.

E. D. 581

State of Ohio for the use of the Trustees Commission of Union County

vs

M. M. Wood

Damages $105.10
5.20
Costs
Execution 38.52
Fees 13

Filed March 22 1853
Jeremiah Linn Clerk

Received the writ January 21 1853
Advertised the within described Real Estate in the Marysville Journal a news paper Published and in General circulation in union County Ohio at least thirty days previous to the day of sale aforesaid to wit; on the 21st day of March AD 1853; it being the day i advertised said Real Estate to be sold, offered the same at the door of the Court house in said County between the Legal hours of ten o'clock A.M and four o'clock P.M at Public Auction and sold said Real Estate to Andrew McNeil for ten dollars and fifty seven cents for cash he being the highest and best Bidder there for, and it being more than the two thirds of the Appraised value therefor

March 22nd 1853

Fees Milage	5
Fees	35
Printers fee	4.50
Return	25
Porchase	$20.75
Advertising	25
	$25.75

William C. Allen 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 Michael S Wood

To wit, Part of Survey No 4075, Virginia Military Land. Begining at a red oak & beech in the line of land sold & conveyed by Hellen Massey to Michael Blue, thence S 80 W 88 136 poles to a hickory beech & ash in the line of said Blues thence S 10 E 164 poles to two Sugar trees and beech N 80 E 136 poles to one Large Sugar tree, thence N 10 W 164 poles to the place of Begining, Containing one hundred and thirty seven acres more or less Except forty acres heretofore conveyed by said Wood to William Blue

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the State of Ohio for the use of the Funed commissioners of Union County the sum of one hundred and three — dollars and Ten cents for their damages together with $5,20 ~~for~~ for their costs, with interest thereon at seven per cent from the 19th day of September A. D. 1848 until paid, which late in our said Court the said State of ohio for the use of the funed commissioners of Union County recovered against the said Michael S Wood

as of record is manifest. Also, $ 28, 52 increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, 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 State of ohio for the use of the Funed commissioners of Union County

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

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 21 day of January A. D. 1853

James Turner Clerk.

The State of Ohio
For use of the
Trustees Commissioners
of Union County

vs.

Michael D. Wood, et al

Praecipe for execution

Filed Aug 18. 1857
J Kirkpatrick for Clerk

The State of Ohio, for use
of The Fund Commrs. of
Union County,

vs.

Michael S. Wood, et al

Judgt in Union Com. Pleas.

Issue Vendi with clause
~~execution~~ in this case.

Allison & Curry
Atty's for Pltff.

To the Clerk of Union
Common Pleas.

Aug. 18th 1851.

Civil/Domestic Case File

Case No. 1848-CV-0008

No. 48-CV-8

Union Common Pleas Court.

H S Cary, Plaintiff,

AGAINST

Abner Chapman Defendant.

SEP TERM. 1848

JUD'G VS PLAINT'F

$416 67

Journal 4 Page 148

Record No. 5 Page 298

Ex. Doc. 1 Page 578

W. S. Carey
vs
A. Chapman

Deft

Precipe

Filed April 10, 1848
John Cassil clk

Henry S. Carey
by
Abner Chapman

In Assumpsit
Damages $500.00

Issue a summons returnable next term. Indorse on the writ "Suit brought on a note of hand, made by defendant to David Chapman, or bearer, for four hundred and eighty four dollars & sixty-nine cents, payable ten months after date, with interest from date - and dated April 30th 1847 - Also for goods sold and delivered, money had and received &c Damages claimed as due $500.00 -

To the Clerk of Union.
Com. Pleas -

Cole & Miller
Attys for Plaintiff

April 7th 1848

W. S. Lacy
18
Abner Chapman
Amended
Praecipe
Filed yesterday
Court
June 30 1848
John Cassil, Clerk

Henry S. Carey
vs
Abner Chapman

Amended Praecipe made in pursuance of the Order of the Court.
In Assumpsit - Damages $5.00.

Issue a summons returnable forthwith - Indorse on the writ - "Suit brought on note of hand, made by Defendant to David Chapman or bearer, for three hundred and eight, four dollars and sixty nine cents, payable ten months after date, with interest from date and dated April 30th 1847 - Also for goods sold & delivered money had & received &c - Damages claimed as due $500.

Cole & Bitter
Attys. for Pltff.

To Clerk of Union Com Pleas
Dated June 29th 1848

Union Com Pleas

W. S. Cary
vs
Abner Chapman } Assumpt.

Stay

Filed May 29. 1848
John Cassil clk

Cost bill made
Recd

Recorded

The State of Ohio, } Court of Com. Pleas
Union County, ss } April Term A.D. 1848

Henry S. Carr, by Cole & Pitts, his Attorneys, Complains of Abner Chapman, in a Plea of Assumpsit = For that, whereas, the defendant, on the 30th day of April A.D. 1847, at the county of Union, made his certain promissory note, in writing, and thereby promised to pay to David Chapman, or bearer, Three hundred & eighty four dollars and sixty nine cents, ten months from the date thereof, with interest from date, which period hath now elapsed; and the said David Chapman then and there delivered, transferred, and assigned, the said note to the plaintiff, and he then and there became, ~~became~~, and was, and is, the lawful bearer thereof; and the defendant, in ~~con~~ consideration of the premises, then and there promised to pay the amount of the said note to the plaintiff, according to the tenor and effect thereof —

And whereas also the defendant on the 10th day of March A.D. 1848 was indebted to the plaintiff in the sum of ~~—~~ of five hundred dollars for the price and value of goods, then and there ~~bargained~~ ~~and~~ sold and delivered by the plaintiff to the defendant, at his request: And in the sum of five hundred dollars for money then and there received by the defendant for the use of the plaintiff — (a part of the sum of five hundred dollars on account the other attached returns) and the defendant afterwards, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises respectively, ~~the~~ promised the plaintiff to pay him the several moneys herein above mentioned, on request; yet the defendant, hath disregarded his said last-mentioned promises and hath not paid any of the said moneys or any part thereof, to the damage of the plaintiff of five hundred dollars; and therefore he brings his suit &c — by Cole & Pitts his Attys

Suit brought on a note of hand, made by defendant to David Chapman, or bearer for Four Hundred and eighty four dollars & sixty nine cents, payable ten months after date, with interest from date — and dated April 30th 1847. — Also for goods sold and delivered, money had and received &c. Damages claimed as due $500.00 —

Cole & Witter
Attys for Plaintiff

~~Also da~~ Amended Indorsement — Suit brought on note of hand made by Deft to David Chapman or bearer for three hundred & eighty four & 69 cents payable ten months after date with interest from date — dated April 30 1847 also for goods sold & delivered money had & received Damages claimed as due $500

Cole & Witter
Attys for Plff

Served this writ April 17. 1848 by delivering to the within named defendant a certified copy thereof.

Fees — mileage 50
copy — 15
service — 35 = 1.00

Philip Snider Sheriff

Union County Pleas

Henry A. Coarey
vs
Abner Chapman

Filed April 20, 1848
John Cassil Clk

Amended Indorsement
filed by order of Court
June 5 1848
John Cassil, Clk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Abner Chapman,

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 Henry S. Carey,

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 10th day of April A. D. 1818.

John Cassil Clerk.

Filed Nov 6. 1848
James Kinkade Jr. clk

H. S. Cary
vs
Abner Chapman } Judgment Sept. Term 1848

— Issue an execution in this case
Nov. 6 1848

Cole & Water
Attys. for Pltff.

J Kinkade Jr Clerk

Est Book Page 518

Henry Moser
vs
Henry Chapman

Damage $416.65
Costs 5.00
Writ .41

Filed May 29. 1849
Saml Kilbuck Clerk

Recorded

Received this writ November 16. 1848. there being no goods or chattles found whereon to levy. I therefore levied on the following described real estate to wit. Sixty acres of land to be taken off the south end of the following premises in Union County, Ohio Two hundred and thirty seven and a half acres of land on the south side of Darby Creek. Beginning at a walnut and hickory on the bank of the creek thence S. 32° W 407 poles to a stake in the north line of Judah Dodges land. thence N 68° W. 119 poles to a stake in a prairie Southwesterly corner to Survey № 3162 in the name of Lucas Sullivant thence with the upper line of said survey N 32° E 199 poles to to two white oaks on the bank of Darby creek upper corner to said survey. thence down the creek with its meanders to the begining. to be divided by a line running paralel with the south line of said 237½ acres a distance from said south line sufficient to contain Sixty acres. April 17. 1849 Same day had said real estate appraised by the oaths E. C. Smith. David S. Clement and Rufus Andrews at twelve dollars per acre. advertised for sale in the Argus a Newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale and in pursuance of said notice I afterwards. to wit: on the 29th day of May 1849 between the legal hours of 10 O clock A. M. & four O clock. P. M. offered said real estate for sale at the door of the Court House in said County by public outcry and not sold for want of bidders.

Fees= mileage .50
inquest 1.00
Apprs fees 1.50
Service .35
Copy of Apprst .25
Levy .35
Pr fee 3.50 = $7.45

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 Nineteenth day of September A.D., 1848 Henry S. Carey recovered against Abner Chapman,

as well as the sum of Four Hundred & Sixteen dollars and Sixty Seven cents for his ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 5,02 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 Abner Chapman,

you cause to be made the ~~debt,~~ damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 Henry S. Carey,

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 16th day of November A.D., 1848.

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0009

No. 48-cv-9

Union Common Pleas Court.

Joshua Mathews
Plaintiff,

AGAINST

Aaron Skinner
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT

$211 22

Journal 4 Page 124

Record No. 5 Page 266

Ex. Doc. 1 Page 5-cv

In Union Com Pleas

Joshua Mathiot

vs

Aaron Skinner

Assumpsit Praecipe

Filed April 17 1848
John Cassil Clk

Allison & Carey

Joshua Mathiot
vs
Aaron Skinner

In Assumpsit, Damages $300.

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 his order for One hundred and seventy five dollars, dated January 15th A.D. 1845 - which was due at the date thereof &c - Also for goods sold and delivered, Money had and received &c. Damages claimed as Due $300.00

John Cassil Clerk of
Union Com Pleas. April 17th 1848

Allison & Curry Attys for Plff

Suit brought on a note of hand, made by Defendant to Plaintiff, or his order for One hundred and Seventy five dollars, dated January 15th AD 1845 – which was due at the date thereof &c also for Goods sold and delivered, money had and received &c Damages Claimed & as due $300.00

Allison Henry

Atty for Pltff

Union Com Pleas

Joshua Matthews

vs

Aaron Mauck

Filed April 28th 1848

John Cassie Clk

Issued this next April 22, 1848

By delivering a certified copy thereof to the within named defendant

Fees – mileage 5

service 37½

copy 15

J. Fitch Minter Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Aaron Skinner,*

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 *Joshua Mathiot,*

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 *14th* day of *April* A. D. 1818.

John Cassil Clerk.

In Union Com Pleas

Joshua Mathiot

vs

Aaron Skinner

In Assumpsit - Narr

Filed May 16. 1848
John Cassil clk

Cost bill mad
Record

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union
Union County ss } County. Of the Term of April A.D. 1848.

Joshua Mathiot complains of Aaron Skinner in a plea of Assumpsit. For that, whereas the defendant on the 15th day of January A.D. 1845 at the County of Union aforesaid 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 his order the sum of One hundred and seventy five dollars:

And whereas also the defendant on the 1st day of January A.D. 1848 at the County of Union aforesaid was 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 defendant at his request;

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

And in three hundred dollars for the use and occupation of a certain ~~[illegible]~~ lands and premises of the plaintiff held and enjoyed by the said defendant as tenant thereof to the plaintiff:

And in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them. And 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 last herein above mentioned on request; yet the defendant hath disregarded all his said 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

Ex Dock Page 500

Joshua Mathist
vs
Aaron Skinner

Dam $211.22
Costs 4,54
Writ ,41

Filed Sept 20, 1848
John Cassil Clk

Recorded.

Received this writ July 26th 1848. No goods or chattles lands or tenements found within his bailiwick to levy
Fees – mileage 5
Service 35 = 40
Philip Chrider 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 Twenty Seventh day of June A.D., 1848.

Joshua Mathot

recovered against Aaron Skinner,

as well as the sum of Two hundred & Eleven ——— dollars and Twenty two cents for his ~~debt, as the sum of~~ ——— damages as also the sum of ~~dollars and~~ $4,54 ~~cents, for~~ 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 Aaron Skinner.

you cause to be made the ~~debt,~~ damages and costs aforesaid, with interest thereon from the 27th day of June A.D., 1848, 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 Joshua Mathiot

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 July A.D., 1848.

John Cassil Clerk.

E. D. 500

George B Wright
Jerome Buckingham
administrators of
Joshua Mathews
dec'd

vs

Aaron Skinner

Damages $211.22
454
costs
Increscent 2,77
This writ 73

Filed Nov 22 1853
James Dunn Clerk

R Clark atty
for Pltff

Received this writ October 17th 1853
Returned by order of Plaintiff's Attorney
November 21st 1853

Fees Mileage 5
Serv 35
40

William C. Maher Sheriff

The State of Ohio. Union County ss

To the Sheriff of said County Greeting
Whereas Joshua Mathiot on the 27th day of June
AD 1848. in our Court of Common Pleas within
and for the County of Union and by the Judgment
of the same Court Recovered against Aaron
Skinner a Judgment for the sum of $211.22
Damages and $4.54 Costs of Suit. and
whereas afterwards to wit on the 25th day
of June 1853. upon our certain Writ of
Scire facias in that behalf by the Judgment
of the said Court of Common Pleas of Union
County it was ordered that George B Wright
& Jerome Buckingham Administrators of
Joshua Mathiott dec'd have their Execution
against the said Aaron Skinner of Damages
and costs aforesaid according to the force
form and effect of said recovery and also
that the said George B Wright & Jerome Buck
=ingham admrs as aforesaid recover of the
said Aaron Skinner their costs in that
behalf expended amounting to $1.56 as
appears to us of record. therefore we command
you that of the Goods and Chattles and
Tenement thereof then of the lands and
tenements of the said Aaron Skinner in
your bailiwick you cause to be made
the Damages & costs aforesaid with lawful
interest and the costs that may accrue
and have you the said moneys before
our said Court of Common Pleas at their
next term to render unto the said George
B Wright & Jerome Buckingham admrs
&c and have you then there this writ
Witness James Turner Clerk of
our said Court of Common
Pleas at Marysville this 17 day
October AD 1853
James Turner Clerk

(500)

Joshua Mathiot
vs
Aaron Skinner

Damages	$211.22
Costs	4.54
Increase	.81
Writ	.41

Filed August 15. 1849
James Kirkado for CR

Recorded

Received this writ July 23. 1849. no goods or Chattels lands or Tenements found whereon to levy.

Fees = mileage 5
service 35 = 40

Philip Sniser 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 27th day of June A.D., 1848

Joshua Mathiot

recovered against Aaron Skinner

as well as the sum of Two hundred & Eleven dollars and twenty two cents for his ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents for~~ damages, as also the sum of $ 4,54 for his cost and charges in that behalf expended, as of record is manifest.

as we have heretofore commanded you

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Aaron Skinner

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 27th day of June A.D., 1848, until paid; also the sum of $ 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 Joshua Mathiot

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 23rd day of July A.D., 1849.

James Kinkade Jr. Clerk.

Filed July 19. 1849
J Kirkpatrick Clerk

Joshua Mathiot
vs
Aaron Skinner

Judgment in Union Com Pleas
Issue an Execution
in the above case
Allison & Crum
attys for Pltff

To Jas Kinkade Jr. Clerk
July 19th 1849

Civil/Domestic Case File

Case No. 1848-CV-0010

No. 48-CV-10

Union Common Pleas Court.

L. Scipio of Ohio for use

Plaintiff,

AGAINST

Patrick Conely

Defendant.

APR TERM. 1843

Dismissed.

Journal 4 Page 100

Record No. No Record Page

Ex. Doc. Page

Lucy & Mehlers
vs
Lanseafer
Patrick County

Filed April 19, 1875
John Cornett CMC

Costs $8.70
No. Recd

Fee Bill

Justices cost

affidavit	25
Warrant	25
Trial	25
Recognizance	25
Mrs Lanseafer	31¼
	$1,31¼

Sheriffs fees

Mileage	40
Service	35
attending court before Justice	50
	$1.25

State of ohio Union County ss

Lucy D McIntosh
vs
Patrick Conely

Bastardy

March 27th 1848 Lucy D McIntosh an unmarried woman & resiant of the County of union ohio this day made complaint under oath to me that is pregnant with a child which if born alive will be a bastard and that Patrick Conelly is the farther of said child her accusation was then reduced to writing by me and sworn to by her and i then issued a warrant for said Patrick Conelly directed & delivd to Philip Snider Sheriff of said Union County March 27th 1848 with the body of Patrick Conelly the said Sheriff returned the warrant endorsed I have taken the body of the within named Patrick Conelly & have him before court March 27th 1848

fees service 35 mileage 40 — 0,75

Philip Snider Sheriff

the said Lucy D McIntosh also present who was duly sworn & examined by me in the presence of the said Patrick Conelly and the examination reduced to writing by me & filed finding the said complaint true the said Patrick Conelly was ordered to enter into a recognizance in the sum of Twohundred dollars for his appearance at the next term of the court of common pleas of said Union County to answer said complaint which was complied with John Conner his surety

The State of Ohio Union County ss
Be it Remembered that on this 27th day of March in the year AD 1848 Patrick Conelly and John Connor personally appeared before me James Lawrence a Justice of the peace of Paris Township in said County and Jointly and severally acknowledge themselves to owe and be indebted unto the State of Ohio for the use and benefit of Allen Township in said County in the sum of Two hundred dollars to be levied of their goods and chattles lands and tenements upon this condition that if the said Patrick Conelly shall personally appear before the court of Common pleas next to be holden in and for said County of Union on the first day of the term thereof continue from day to day and then and there answer unto a complaint of bastardy made by Lucy D McIntosh against him and abide the order of the court thereon then this recognizance to be void otherwise to be and remain in full force in Law

Patrick Connolley
John Connor

Taken and acknowledged before me on the day & year above written James Lawrence J.P.

I certify the above to be a correct copy of proceedings had by & before me in the above case given under my hand this 19th day of April AD 1848

James Lawrence J.P. (seal)

I have taken the body of the within named Patrick Connelly and have him before you court March 27. 1848

Fees service 35
mileage 40 =

Philip Snider Sheriff

State of Ohio ss
Complaint of
Lucy Schoolcraft
vs
Patrick Connelly

The State of Ohio Union County ss

To Philip Snider Sheriff of the County of Union Greeting Whereas Lucy D McIntosh an unmarried woman resident of said County of Union hath this day made complaint on oath before me James Downer a Justice of the peace in and for the Township of Paris in said County that she is now pregnant of a child which if born alive will be a bastard. and that Patrick Conelly is the father of said child and which accusation was then reduced to writing by me - you are therefore commanded to take the body of said Patrick Conelly if he be found in your County and bring him forth with before me at my office in said Township to answer to said complaint. and for so doing this shall by your warrant.

Given under my hand and seal this 27th day of March A D 1848

James Downer J.P. (seal)

affidavit
of
Lucy D McIntosh

The State of Ohio Union County ss
Personally appeared before me James Turner
a Justice of the peace in and for said county
Lucy Diana McIntosh an unmarried Woman
Resident within said county and made complaint
under oath that She is now pregnant with a
child which if born alive will be a bastard
and that Patrick Conelly is the farther of
said Child

Lucy D McIntosh

The above complaint was reduced to writing by me and
sworn to and subscribed before me this 27th day of
March A.D. 1848

James Turner J.P.

Civil/Domestic Case File

Case No. 1848-CV-0011

No. 48-CV-11

Union Common Pleas Court.

Patch & Morey Plaintiff,

AGAINST

Benj Carter, Defendant.

SEP TERM, 1848

JUD'G VS PLAINT'F

Journal 4 Page 157

Record No. No Record. Page

Ex. Doc. Page

~~Jurd~~ Taken signed and acknowledged on the 29 day of March AD 1848 before me

Francis Baldwin J P

the State of Ohio union county ss

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

Francis Baldwin J P
of the Township aforesaid

In Common Pleas

Patterson & Morey
vs
Benjamin Carter
Transcript

Filed Apr 22. 1848
Wm Cassil Clk

A true Copy
Attest Nov 17-
1859

Patch and Morey
VS
Benjamin Carter

In Action of assumset
Suit brought for debte and
damage Bill filed amounting
to nine dollars and fifty cents
march the 17th 1848

Judgement $4,50
Justices cost
Summons — ,12½
Constable
Supeona ,12½
Judgement ,25
Constable cost ,40
transcript 31¼ on this

march the 20th Summons issued
and directed to Henry Bennet
returnable march 25 at one
oclock Returned duly served
by reading with twenty cents cost
march the 21 supena issued for David
Price returned Duly served by Henry
Bennet constable with twenty cents
cost

March the 25 parties appeared trial had th testimony
of David Price admited by the parties it was therefore
considered by me that the plaintiffs recover Judgement
of the defendant for the amount of four dollars
and fifty cents and cost taxed at ninty cents
In the action of Patch and Morey against Benja
=min Carter I John Cheney do acknowlledge
my self bail for the appellent in the sum of
twenty dallars to be levied of my goods and
chattels lands and tenements in case the appellent
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 plees
John Cheney

carryed over

Filed April 25th
1845 John McCafee
Clk

March — Oct 17. 1844

Mr Benjamen Carter dr to our Service going after mosher watson and leveling the wruce and so forth nine Dolars and fifty cents

Mutch and money

Esq. please summons David Price for a witness

Union Com Pleas

Patch & Moore
v
Benjamin Carter
Sub for Writs

Filed Sept 16. 1848
John Cassil Clk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON

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 Benjamine Carter,

in a certain controversy in said Court depending, wherein

Patch & Mosey is Plaintiff, and Benjamine Carter

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

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

John Cassil Clerk.

Pat Attorney

vs

Benjamin Carter

Agreement

Filed Sept 16, 1848

John Cassil Clk

Patch & Mooney } In Union Common
vs } Pleas
Benjamin Carter } This case is an appeal
Taken by Defendant
From the Docket of
Francis Baldin, Esq.
of Jackson Township in said County

It is hereby certified that We the
parties to the above action have settled
the said Suit by Each party paying the
Cost Which he has made before the
Justice and the said Carter pays the
Cost Which he has made in the Court
of Common Pleas Witness our hands
this 26th day of Aug. A.D. 1848.

Witness
J. S. Wharing

Patch & Mooney
Benjamin Carter

Union Com Pleas

Patch & Mooney

vs

Benjamin Carter

Sub for witts

Filed Sept 16. 1848

John Cassil clk

Served this writ personally upon the within named witness Sept 15. 1848

Fees — mileage 90

Service 12½c

Philip Snider Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon David Price,

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* Patch & Morey

in a certain controversy in said court depending, wherein

Patch & Morey *is plaintiff, and* Benjamine Carter,

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 13th *day of* September A. D. 1848

John Cassil CLERK.

Patch & more
vs
Benj Carter

Filed Sept 11. 1848
John Cassin Clk

Patrick & Morey
v
Benjamin Carter

In Lunenburg County
Texas

Issue a Subpoena for
David Price, witness for
the Plaintiff in this Case.

Dr John Cassidy
Clerk

Dougherty & Lewis
Attys for Plff

Patch & Mover
vs
Benjamin Carter
Bond for Costs

Filed May 22, 1848
John Cassil Clk

Know all men by these presents that we, J. C. Doughty and Bill Welch are held and indebted to John Cassil, clerk of the Court of Common Pleas for Union County Ohio, in the sum of one hundred Dollars. for the payment of which we are jointly and severally bound, witness our hands and seals this 22d day of May AD 1848.

The Condition of this obligation is such that whereas there is now pending in the Court of Common Pleas, for Union County Ohio, a certain action in assumpsit in the name of Patch & Morey against Benjamine Carter, and in case the said Patch & Morey shall fail to pay such costs as may be awarded against them in said case; then and in such case this obligation shall be in full force and payable. and the said John Cassil shall be at liberty to collect the same or so much thereof as may be sufficient to satisfy the said costs. and as trustee apply the same to the payment thereof. Now in case the said Plaintiffs. in this case shall pay all the costs which may be awarded against them, then this obligation shall be void. otherwise to be and remain in full force and virtue in law.

J. C. Doughty (Seal)

Attest, J. Kinkade Jr

Bill Welch (Seal)

Levi Patch and William
Otway - vs. Benjamin Carter
In Essex common
pleas

Debt - Narr

Filed July 12th 1848
John Cassil Clk

Cost bill made
No. Record

Lovejoy and Sweetser
Attys. for Plaintiff

State of Ohio } In Union Common Pleas.
Union County } April Term AD 1848

This Cause is brought into this Court by appeal from the Docket of ~~Francis~~ Baldwin a Justice of the peace, in and for the Township of Jackson in said County And thereupon the said Levi Patch and William McMorey by J C Doughty their attorney complains of Benjamin Carter in a plea of Debt. And also for that whereas the said Benjamin Carter On the ~~tenth~~ Seventeenth day of March Eighteen hundred, and forty eight at the County of Union, was indebted to the said Levi ~~Patch~~ Patch and William Morey in Nine Dollars and fifty cents for the price and value of goods then and there bargained, and sold by the Plaintiffs to the Defendant at his Request. And in Nine Dollars and fifty cents for the Price and value of goods then and there sold and delivered by the Plaintiffs to the Defendant at his request. And in Nine Dollars and fifty cents for the price and value of work then and there done and materials for the same provided by the Plaintiffs for the Defendant at his Request. And in Nine Dollars and fifty cents for money then and there lent by the Plaintiffs to the Defendant at his request And in Nine Dollars and fifty cents for money then and there paid by the Plaintiffs for the use of the Defendant at his Request And in ~~the~~ Nine Dollars and fifty cents for money then and there received received by the Defendant for the use of the Plaintiffs And in Nine Dollars and fifty cents for money found to be due from the Defendant to the Plaintiffs on an account then and there stated between them And whereas the Defendant afterwards on the ~~fifteenth~~ eighteenth

day of March - Eighteen hundred - and forty eight
in consideration of the premises then and there
promised, to pay the said several - sums of money to the Plaintiffs
on request - yet, he hath disregarded his promises and hath not
paid the said several sums of money nor either of them
nor any part - thereof, to the Damage of the Plaintiffs
Nine Dollars - and thereupon they bring Suit -

Ly J C - Doughty & Sweetser -
their Attys -

Civil/Domestic Case File

Case No. 1848-CV-0012

No. 48-CV-12

Union Common Pleas Court.

Rauson Clark
Plaintiff,

AGAINST

Lilas G Strong.
Defendant.

NOV 1849

Diss at pltfs costs.

Journal 4 Page 273

Record No. 5 Page 525

Ex. Doc. Page

Law. No. 27.

Ransom Clark

vs

Silas G Strong

Cost Bill made

Recorded in Cir Rec

30.27-

Ranson & Clark
vs } Transcript
Silas G Strong

Filed April 24th 1848
John Cassidy Clk

Recorded Vincent
Sles

State of Ohio Union County ss

Ranson Clark
vs
Silas G Strong

Suit Brought for Damages per bill filed Marked A. C.

Summons	12½
Satisfac	10
Subpoen	28½
subpoen	32½
do	25
Continuing 2	20
Swearing wit	25
Jurors fees	25
Bail Bond	25
This transcript	31¼
	$2.34¾

Oct 19th 1847 Summons issued Returnable on the 30th Oct 1847 at 10 O clock A M which was Returned by William Wells constt endorsed Served by reading to Defendant fees service & mileage 15

Oct 22nd 1847
Jm Wells constt

Oct 29th 1847 Subpoena issued by order of the Plaintiff for Orin Kellum John H Smith John Johnson Ranson Clark Jr. & John D Irwin & handed to the Plaintiff which was Returned by William Wells constt endorsed Served on 4 of the within named Kellum Subpoend by M Clark fees 45 John D Irwin demand his fee & I paid him 50 cents Oct 29 1847
Jm Wells constt

October 30th 1847 Parties appeared the Deff asked a continuance which was granted untill the 9th day of November 1847 at 10 O clock A M – Nov 5 1847 Subpoena issued for Orin Kellum John H Smith John Johnson Ranson Clark Jr & John D Irwin & A S Johnson which was Returned by Jm Wells constt endorsed Served by reading on four in this suit fees 45

Nov 9th 1847 Jm Wells constt

November 9th 1847 the parties appeared by their attorneys & a part of the witnesses A S Johnson

by consent of Parties this cause was continued
untill the 30th day of Nov 1847 at 10 o clock
A M. Nov 27th 1847 Subpoena issued for
John H Smith John Johnson Ransom Clark Jr
& A. S. Johnson which was Returned by Mr Wells
constable endorsed Serv by Reading fees ,45
Nov 30th 1847 Parties & witnesses appear
Trial heard. John H Smith John Johnson
Ransom Clark Jr A S Johnson & Marshall
Clark Sworn & Examined on the Part of the
Plaintiff after hearing the Evidence & Pleading
in the case it was considered by me that the
Plaintiff Recover of the Defendant a Judgment
for the sum of Ten dollars & costs of Suit
the above Judgment Rendered the 1st day Decr. 1847

In the above action of Ransom Clark against
Silas G Strong, we D. B Cole & R L Brown do
acknowledge ourselves Bail for the said Silas
G Strong for an appeal in the sum of fifty
dollars to be levied on our goods & chattles
lands & tenements if in case the said Silas G
Strong fail to pay the Judgment & costs they
may be rendered against him in the court of common
pleas

D B Cole
R L Brown

Taken signed & acknowledged this
11th day of December 1847
James Turner J.P.

I certify the above to be a correct Transcript
of the proceeding had by & before me in the above
case. this 24th day of April 1848
James Turner J.P. (seal)

Cost Bill

J. Brown J.P.	$2.34 3/4
Thos Wells cont	1.50
John John witness 2 days	1.00
R Clough Jr do " do	1.00
A S Johnson do " do	1.00
John H Smith do " do	1.00
John D Smith 1 day	50
M. Clark 1 do	25
	$8.59 3/4

their hands and seals to this Bill of Exceptions containing said ~~agreed~~ statement of facts and the other matters aforesaid according to the statute in such case made and provided; and thereupon the Judges aforesaid at the request of the said Counsel for the said Ransom Clark did sign and seal this Bill of Exceptions, pursuant to the aforesaid Statute in such Case made and provided.

Levi Phelps. (Seal)
James R Smith (Seal)
N. W. Woods (Seal)

Bill of Exceptions &c.

Filed November 26. 1849
James ~~[illegible]~~ R
Minkard Clerk

Ransom Clark
vs.
Silas G. Strong

In Case
In the Court of Common Pleas
of Union County.

Be it remembered that on the Trial of this cause at the November term of the said Court of Common Pleas A. D. 1849 the same was submitted by the said parties to the Court upon the following agreed Statement of facts, viz:

Ransom Clark
vs
Silas G Strong

Agreed Statement of Facts.
In Union Com Pleas.
Case –

In this case the following are agreed by the parties to be the facts in the case. The plaintiff in the Spring of 1842 planted a crop of corn upon land then owned by him, but which had formerly been levied upon by the Urbana Bank & the Clinton Bank of Columbus, to satisfy judgments in their favor and against the plaintiff, which were subsisting levies at the time of the planting of said crop, which was cultivated by Plaintiff. Before the said crop was ripe, to wit, on the 26th day of August 1842, the said land was sold by the Sheriff to satisfy the said levies, to the defendant, who immediately after took possession. On or about the 1st of November 1842 when the crop was ripe the defendant took and carried the same away, which is agreed by the parties of the value of Ten dollars, and for which this suit was brought.

August 11th 1849

Allison & Curry Attys for Pltff.
Cole & Walker Attys for Deft.

And thereupon the Court rendered judgment in favor of the said Defendant Silas G. Strong and against the said Plaintiff Ransom Clark for costs of suit. Whereupon the Counsel for the said Ransom Clark in as much as the matters aforesaid do not appear by the record of the judgment aforesaid prayed that that the said Judge would set

Ransom Clark
vs.
Silas G. Strong

In Case
In the Court of Common Pleas
of Union County.

Be it remembered that on the Trial of this cause at the November term of the said Court of Common Pleas A. D. 1849 the same was submitted by the said parties to the Court upon the following agreed Statement of facts, viz:

Ransom Clark
vs
Silas G Strong

Agreed Statement of Facts.
In Union Com Pleas.
Case -

In this case the following are agreed by the parties to be the facts in the case. The plaintiff in the Spring of 1842 planted a crop of corn upon land then owned by him, but which had formerly been levied upon by the Urbana Bank & the Clinton Bank of Columbus, to satisfy judgments in their favor and against the plaintiff, which were subsisting levies at the time of the planting of said crop, which was cultivated by Plaintiff. Before the said crop was ripe, to wit, on the 26th day of August 1842, the said land was sold by the Sheriff to satisfy the said levies, to the defendant, who immediately after took possession. On or about the 1st of November 1842 when the crop was ripe the defendant took and carried the same away, which is agreed by the parties to be of the value of Ten dollars, and for which this suit was brought.

August 11th 1849

Allison & Curry Attys for Pltff.
Cole & Walker Attys for Deft.

And thereupon the Court rendered judgment in favor of the said Defendant Silas G. Strong and against the said Plaintiff Ransom Clark for costs of suit. Whereupon the Counsel for the said Ransom Clark inasmuch as the matters aforesaid do not appear by the record of the judgment aforesaid prays that that the said Judge would set

Strong
ads
Clark

Demurrer

Filed May 19. 1849
James Kinkaid Jr clerk

By Cole & Sitter

Silas G Strong
vs
Ransom Clark } In case

And the said Silas G Strong comes and says that the said Ransom Clark ought not to have his action aforesaid against him because he says the declaration aforesaid and the matters therein contained are not sufficient in law to maintain the action aforesaid. and that he is not bound by law to answer the same. Wherefore he prays judgment and that the said Ransom Clark may be barred of his said action against him.

And for causes of demurrer the said Silas G Strong shows to the Court herein following to wit

I. That the Declaration shows that the injuries complained of are immediate and not consequential, and that also ~~for~~ these supposed grievances are claimed to have been committed more than four years before the commencement of this suit. and are therefore barred by the statute of limitations

II. The said declaration in other respects is uncertain informal and insufficient &c

By Cole & Witter
Attys for Deft.

Silas G. Strong
Adm } In Case
Ransom Clark

Plea

Filed Jan 27. 1849
James McMaster for clerk

Cole & Potter

Silas G. Strong
vs
Ransom Clark } In Case

And the said Silas G. Strong comes and defends, &c, and says that he is not guilty in manner and form as the said Ransom Clark hath complained against him, and of this he puts himself upon the country and the said Ransom Clark doth the like.

By Cole & Miller
his Attys

The plaintiff will also take notice that on the trial of this cause the defendant will offer in evidence, and insist, that the said cause of action in said plaintiffs declaration mentioned, did not at any time within four years next preceding the commencement of said action, accrue to the said plaintiff — Wherefore the defendant will pray judgement that the said Ransom Clark ought to be barred from having & maintaining his action aforesaid against him, according to the statute in such case made and provided.

Cole & Miller
his Attys

Union Common Pleas.

Ransom Clark,
vs. } In Case.
Silas G. Strong.

Declaration.

Filed Aug 9. 1848
John Cassil Clk

Allison & Curry
Attornies.

Court of Common Pleas of Union County.
Of the Term of ~~June~~ April
In the year 1848.

The State of Ohio, }
Union County, ss }

Ranson Clark, by Allison & Curry his attornies, Complains of Silas C. Strong in a plea of the Case, for that whereas the Plaintiff on the first day of May A. D. 1842, at the County of Union aforesaid, was lawfully possessed of Certain premises, to wit, about Three acres of tillable land situate in said County; and the plaintiff did then and there plant and Cause to be planted all of the said premises with Corn; and afterwards, to wit, on the first day of November 1842, at the County of Union aforesaid, the said Corn, so planted as aforesaid, has grown and produced a valuable crop, and then and there became and was ripe and ready to to be harvested and gathered from off said premises, and was then and there the property of the plaintiff: And whereas the Defendant, well Knowing the premises, but wrongfully contriving and intending to injure the plaintiff, then ~~and~~ there, to wit, on the first day of November 1842, at the County of Union aforesaid, did enter upon said premises, and then and there did husk, harvest, gather, and take away said Crop of Corn so grown and produced upon said premises as aforesaid, and the same then and there became and was wholly lost to said plaintiff, Whereby the said plaintiff hath been and is greatly injured, prejudiced, aggrieved, and damnified; To the damage of the plaintiff of Thirty Dollars, and therefore he sues, &c.

By Allison & Curry,
His Attornies.

Filed Sept. 17th 1844
John Cassidy Clerk

Ransom Clark } Before James Turner J. P.
vs Damages $30.00
Silas P. Strong }

Suit brought to recover damages by reason of defendant on or about the first day of November A.D. 1842. cutting husking, and carrying away a large amount of corn belonging to plaintiff, which was grown on about three acres of ground in Paris township, Union County, Ohio to the damage of the plaintiff $30.00

Civil/Domestic Case File

Case No. 1848-CV-0013

No. 48-CU-13

Union Common Pleas Court.

Asa Clark, Plaintiff,

AGAINST

David Wood jr. Detendant.

JUN TERM. 1848

JUD'G VS PLAINT'F

Journal 4 Page 125

Record No. No Record. Page

Ex. Doc. Page

Asa Clark Transcript
vs
David Wood et

Filed April 25, 1848
John Cassil Clk

Bill of Particulars filed

Asa Clark
vs
David Wood Jr.

Judgt in favor of deft for Debt.	9.74
Summons	12½
Subpoenas	28
Judgt.	25
Swearing Witness	10
Witness Fee	100
Costs on Summons	32.

Summons issued 15th Oct. 1847 Returned the 23 instt Ret indorsed Served on the 15 Oct. 1847 by leaving a copy with deft's Wife Fees 32½ Cts E Hammond Const.
23rd Oct 1847 Subpoena issued for Vancinear Clark & John Clark by order of plt. Served by plt.
Oct 23rd. Subpoena issued by order of deft. for Lewis Avery with Township Records Served by Reading by deft
Oct 23rd Parties present Trial had after hearing the testimony it is decided by the Court that the deft. recover a Judgt. of Nine dollars & seventy four cents Therefore Judgt. is rendered against plt. for nine dollars & seventy four cents debt & the costs Taxed two dollars & ~~seventy cents~~ 207 Cts.

In the action of Asa Clark against David Wood Jr. & Geo. Hall acknowledge myself bail for the appellant in the sum of fifty dollars to be levied of My goods & Chattels Lands & Tenements in Case the appellant shal be Condemned in the action & shal fail to pay the Condemnation Money & costs that have accrued or may accrue in the Court of Common pleas
Taken Signed & acknowledge on this 1st day of Nov. 1847
M H Wadhams J P

This Transcript 31¢
I Certify that the above is a true Copy from my docket had by & before me in the above cause
M H Wadhams J P

And whereas the Defendant Afterwards On the tenth day of October Eighteen hundred and forty seven in consideration of the premises then and there promised to pay the said several sums of Money to the Plaintiff On request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof, to the Damage of the Plaintiff Nineteen Dollars and thereupon he brings suit &c—

J. C. Dougherty and C. Sweetser his Attys

Clerk's Office
Lamar County
Texas

Filed May 17 1848
Jordt Bapie Clerk

Costs incurred
No Recs

J. C. Dougherty and C. Sweetser
Attys for Plff

Asa Clark. } In Common Pleas.
vs } April Term AD. 1848.
David Wood Jr.

This cause is brought into Court by way of an appeal from the docket of a Justice of the Peace, And thereupon Asa Clark complains of David Wood Jr. in a plea of ~~Assumpsit~~ Debt, for that whereas the said David Wood Jr. On the first day of October AD Eighteen hundred and forty seven was indebted to the said Asa Clark in Nineteen Dollars and forty cents and a half for the price and value of goods then and there bargained and sold by the Plaintiff to the Defendant at his Request, And in Nineteen Dollars and forty cents and a half for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendant at his request And in Nineteen Dollars and forty cents and a half 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 Nineteen Dollars and forty cents and a half for money then and there lent by the Plaintiff to the Defendant at his request. And in Nineteen Dollars and forty cents and a half for money then and there paid by the Plaintiff for the use of the Defendant at his request And in Nineteen Dollars and forty cents and a half, then and there received by the Defendant for the use of the Plaintiff And in Nineteen Dollars and forty cents and a half for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them

In Union Com Pleas

David Wood Jr

vs

Asa Clark

Plea

Filed June 5, 1848
John Cassidy Clk

Allison & Curry

David Wood Jr
ads
Asa Clark } In Debt

And the said David Wood Jr comes and defends, &c. and says that he does not owe the said sums of money above demanded or either of them or any part thereof, in manner and form as the said Asa Clark hath complained against him; and of this he puts himself upon the Country, &c. and the said Asa Clark doth the like.

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 plaintiff, at the commencement of this suit, was and still is indebted to the defendant in the sum of forty dollars for the price and value of goods before that time bargained and sold by the defendant to the plaintiff at his request: and also in the sum of Forty dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request: and also in the sum of forty dollars for the price and value of work before that time done, and materials for the same provided by the defendant for the plaintiff at his request; and also in the sum of Forty dollars for the price and value of the hire of horses, harness, plow and wagon hired by defendant to the plaintiff at his request: and also in the sum of forty dollars for the price and value of a fence, which price was assessed by Township Trustees in favour of the defendant and against the plaintiff: and also in the sum of forty dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them: and that the defendant will set off on said trial, so much of the said several sums of money so due and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff to be proved on the said trial, as will be sufficient to satisfy and discharge such demand; and will also then and there demand a judgment against the said plaintiff for the ballance of said several sums of money due to the said defendant, according to the Statute in such case made and provided.

Allison & Curry Attys for Deft

Canceled Oct. 23rd 1847 by J. Woods act to
our balance M. L. Wadhams

Asa Clark
act
J. Woods

1846 David Wood Dr to Clark

Novem	to halling 6 flower Barrel & to Ventlberty		25
Do	to halling home Barrel of flower		25
1847	to 400 & 30 Staves & 40 Cts pr hun	1	73
feb	to 18 hundred & 83 Staves & heading at 3.75 pr thous	7	05
March	to one Day planting Corn by Reuben		50
	to makeing Barrel Rock		37½
	to Sawing five Saws	1	00
April	to 5 Days plowing By John	2	50
	to one Day planting Corn By Reuben		50
	to one Day Dropping By Ann Margret		37½
aug	to 3 Day mowing By Son John	1	87½
Do	to one Day halling and Stacking By Reuben		50
Do	to part of Day halling hay By John		25
	3.75 Heading		$ 17.15½
July	2 Use of horse		1 50
	1 day Horse hire		50
			25
			$ 19.40½

The stack of hay as charged on the within bill was not included in the Quart, but left out as a claim not due as per contract

31 41
9 80
151

Quartermaster Genl
Oct. 23 1867
for B. & Co.
after deducting
my claims
acct 801
M. H. Wadhams
Qr

Asa Clark Dr To David Wood Jr

Oct 1846	Six pounds of Pork at five cents a pound	30
+	Four pounds of Butter at 8⅓ cents a pound	33⅓
	One Ounce of Indigo 12½ cents	12½
	81 pounds of Beef at 2½ cents a pound	2 02½
Nov +	3 bushels of Buckwheat at 31¼ a bushel	93¾
1847	One Barrel of Fine flower at — —	2 75
Jan	× One stack of Hay valued at	6 00
	× One Barrel of Fine flower at — —	3 25
Feb	One Barrel of Fine flower	1 50
March	One Half of a Barrel of Fine flower	3 12½
april	+ One Barrel of Fine flower at	1 00
	+ The use of the horses harness Plow & keeping	1 00
May	+ The use of the horses harness Plow & keeping of the same	1 00
	+ The use of the horses harness Plow & keeping	1 40
	× For 200 pounds of hay and horses as before	46
	+ For 7½ pounds of Pork a 6¼ a pound	1 00
	For the Waggon four days — — —	25
	One bushel of Potatoes — — —	31¼
	+ One bushel of seed Corn	62½
June	a lent hoe sent home broken and spoilt	27
	For nine pounds of Pork	50
aug	For the use of two scythes 25 cents Each	
		$ 28 16½
	+ For The setting of two Shoes on said Clarks Beast	25
		28 41½
	Three dollars for the Fence assessed by the Trustees	3 00
		31 41½

Lady Rendo
Oct 23 1847
for 173
N. H. Bradburn
J. P.

Rec David Ward for
430 Staves to be delivered on
my farm August the 22 1846
Asa Clark

Civil/Domestic Case File

Case No. 1848-CV-0014

No. 48-CV-14

Union Common Pleas Court.

Macon Trabue
Plaintiff,

AGAINST

Samuel Layman
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT

$146 75

Journal 4 Page 120

Record No. 5 Page 255

Ex. Doc. 1 Page 607

Macon Tribune

vs } Precipe

Samuel Layman

Filed April 25, 1848
Wm Cassil clk

"Layman lives in Jerome Twp"

Thomas

Macon Trabue
vs
Samuel Layman

Court of Common Pleas
ad quod Union Co Ohio
April Term 1848
Damages $400

Issue a Summons returnable forthwith Endorsed "Suit brot on note of hand given by defendant to plaintiff for the sum of One Hundred and twenty two Dollars & 48 cents dated March 8th 1845 and payable one day after date" also for goods sold and delivered money had & recd money lent &c"

April 25, 1848

K. Thomas
Atty for Pltff

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

Suit brot on note of hand given by Defendant to Plaintiff for the sum of One hundred and twenty two Dollars & 48 cents dated March 8th 1845. and payable One day after date" Also for goods sold and delivered, Money had & received Money Lent &c"

R. Thomas
Atty for Pltff

Union Com Pleas
Macon County
Samuel Laymon
vs
Suit on Note
Filed Com Cl

Service this writ by delivering a certified copy thereof to the within named defendant
after 29 1848

Fees = mileage 60
service 35
copy 16 = $1.10

Geo. W. Gilmore Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Layman

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 Macon Crane,

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 25th day of April A. D. 1818.

John Cassil Clerk.

Macon Tribune

vs

Samuel Layman

Declaration

Filed May 1st 1848
John Capitelli Clk

Costbill made
Record

Recorded

Thomas

Declaration in Assumpsit. Sold by C. Scott, Columbus

THE STATE OF OHIO, Union COUNTY, SS.

Court of Common Pleas, April Term, 1848.

Macon Crabue

plaintiff in this suit complains of Samuel Layman

(~~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~~ on the 8th day of March A. D. 1845 at Franklin County to wit: at the county aforesaid, made his promissory note in writing, and then and there delivered the same to ~~one~~ the said plaintiff and thereby then and there promised to pay said plaintiff the sum of One Hundred & twenty two dollars and forty eight cents — One day — after the date thereof, which period has now elapsed; ~~and the said then and there endorsed the same to the plaintiff, whereof the defendant then and there had due notice, and~~ and the said plaintiff then and there, in consideration of the premises, promised the plaintiff to pay him 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 1st day of January A. D. 1846 at the county aforesaid was indebted to the plaintiff in the further sum of Three 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 Three 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 Three 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 Three 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 Three 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 Three 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 the 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 neglects and refuses to do so, to the damage of the plaintiff Four Hundred hundred dollars, wherefore he sues

By his atty
K. Thomas

Received this writ August 25. 1848. Levied on one Sorrel Mare, one Dun Mare and one Six horse Wagon August 30th 1848. Advertised the same for sale by publication for at least ten days previous to the day of sale. & afterwards to wit: on the 16th day of September A.D. 1848 between the legal hours of ten O.clock. A.M. and four O.clock. P.M. offered said property for sale. Not sold for want of bidders. and took bond for redelivery of property. No other goods or Chattles lands or tenements found whereon to levy.

Fees =	mileage	1,00
	levy	35
	Service	35
	advertising	25
	Bond	50
	Pr fee	1,00

Philip Snider Sheriff

Received this writ August 26. 1848, by virtue of this writ I have on one sorrel Mare, one Dun Mare and one 6 horse Wagon August 30th 1848.

Ex Docket Page 507

Mason Irvine
vs
Samuel Layman

Sum $146.75
Costs 5.18½
Writ .11

Filed Sept 11th 1848
John Cassidy Clk

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 27th day of June A.D., 1848.

Macon Trabue

recovered against Samuel Sayman,

as well as the sum of One Hundred and Forty Six, dollars and Seventy five cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $5.18½ 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 Sayman,

you cause to be made the ~~debt,~~ damages and costs aforesaid, with interest thereon from the 27th day of June A.D., 1848, 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 Macon Trabue,

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 August A.D., 1848.

John Cassil Clerk.

Docket Page 507

Thomas Thomas
vs
Samuel Layman

Damages $146.75
Costs 5.18½
Mileage 3.86
Writ .41

Filed May 22. 1849
James McMillan clerk

Received

Received this writ November 16. 1849.
Received of Samuel Layman a Receipt for fifty dollars dated February 22. 1849. Signed by K. Thomas to be applied in this case. Also one hundred and nineteen dollars and Eleven cents ballance and in full on this writ.
the above named receipt filed herewith. my fees retained being $7.85 May 22. 1849

Fees- mileage	50	
advertising	25	
Service	35	
Poundage	3.00	
Pr. fee	1.25 =	5.35

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Samuel Layman Towit, One Sorrel Mare One Dun Mare and One Six horse Wagon,

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 Macon Trabue

the sum of One Hundred and Forty Six dollars and Seventy five cents for his ~~his~~ damages, together with $ 5,18½ for his costs, with interest thereon from the 27th day of June A.D. 1848 until paid, which late in our said Court the said Macon Trabue

recovered against the said Samuel Layman

as of record is manifest. Also, $ 3,86 _____ increase of costs, and the accruing costs: ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment~~. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Macon Trabue

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

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 16th day of November A.D. 1848

James Kinkade Jr Clerk

71
225
141
150
225
62
300
11,64

Filed sept. 19. 1848
John Cassil clk

Macon Tribune
vs
Saint Seymour

} Upon Execution

K. Mooney
Atty for pl'ff

To Clerk of Lincoln
Lincoln, Illinois Sept 19, 1868

Filed Aug 26. 1848
Wm Lessig Clk

Columbus Ohio
July 3. 1848

Dear Sir

Please issue Execution in the Case of Walker vs Laymaster Judgment at last Term and oblige truly yours

Kendall Thomas

John Cassil Esq
Clerk of Com: Plas
Union County

Civil/Domestic Case File
Case No. 1848-CV-0015

No. 48-CV-15

Union Common Pleas Court.

Wilson Reed
Plaintiff,

AGAINST

E L Reynolds
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT

Journal 4 Page 125

Record No. No Record Page

Ex. Doc. Page

Wilson Reed
Ctrs
E. L. Reynolds
Transcript

Filed April 25th 1846
John Cassil, Clerk

Cost bill made
No. Record

Wilson Reed
vs
E. Reynolds

This suit is brought for damage done the plaintiff by the defendant by foundering a stray drawn the property of the defendant to the amount of ninety nine dollars Complaint entered January 25th 1848

" " 31st. Summons is issued for defendant to appear February 11th at 10 o'clock. A.M.

" " 9th summons returned by Samuel Lee Constable executed by Reading on the 2nd Instant to the defendant fees .35 cts

11th 9 o'clock A.M. Samuel Lee Returned a subpoena Serviced by Reading on five Witnesses by order of plaintiff 1.20
also for five others for plaintiff 6 0
also one for two by order of the defendant .6 0
2 4 0

10 o'clock A.M. the parties appeared and declared themselves Redy for trial. Where upon the following persons attending under supena were sworn and gave testimony in the case by order of the plaintiff

	fees
French Garwood	5 0
C. F. Hopkins	5 0
J. C. Moor	5 0
Joseph Baker	5 0
Benjamin Sorton	5 0
Enock Burrows	5 0
John Barnett	5 0
James Riddle	5 0
J. H. Lumbert	5 0
Eli Gabriel	5 0
	$25.0 0

by order of defendant

David Lee	5 0
William Turner	5 0
	$10.0 0

after hearing the testimony in the case & the alligation of the parties and argument of Council and carefully examining the case it is considered that the plaintiff recover of the defendent sixty dollars damage and his cost taxed at nine dollars & Eighty nine cents

Justices summons	12½	
Swearing 12 Witnesses	.48	
A. Keys 2 subpoenas	14	
D. Burnham for 1a	46	
Judgement	25	
	$1.45½	1.45½
Constables fees	2.40	2.40
Witness fees	6.00	6.00
		9.85
Notice of an appeal by dependent		56
		$10.41

February ny 16th 1848 the defendant enter A. A. Wood with security for cost and damage in the above case of appeal

transcript & Bond .56

I hereby certify the above to be a correct Transcript from my Docket of the proceedings in the case of Wilson Reed against E. S. Reyolds

William B. Irwin J. P. & Co

J Wasil

Mr I Cassie Clerk of Union County Court the suit of Wilson Reid vs E L Reynolds is this Day compromised you will therefore Dismiss the suit at the cost of Defendant

June 26th 1848

Wilson Reid

E L Reynolds

Bond

Filed April 25 1848
John Capsil Clerk

In the suit of Wilson Reed against E. L. Reynolds I A. A. Woodworth acknowledge my self bail for the appellant in the sum of one hundred and forty dollars, $\frac{82}{100}$ to be levied on my goods and chattles lands and tenements in case the said E. L. Reynolds being the appellant shall be condemned in the action and shall fail to pay condemnation money and cost that have accrued or may accrue in the court of common pleas

A. A. Woodworth

Taken signed and acknowledged on this 16th day of February 1848. before me William Bitzer J. P. Esq

A. S.

Bill of
Pantitlen

Filed April 20 1848
John Capsie, Clerk

Wilson Reed
vs.
Elisha V. Reynolds

In damages.
Amt. Claimed $99.00.

This suit is brought to recover damages for injury done to a mare, by excessive driving, foundering, and want of proper treatment. Said injury was done about the month of August 1845 by the defendant, to said mare, which was the property of the plaintiff and had then been delivered to said defendant by said pltff as his bailee.

Wilson Reed
vs
G L Reynolds

Filed June 22, 1846
John Cassil clk

June 21, 1848

John Cozzens Clk of the Court of Common Pleas

Dear Sir The appealed case Wilson Bacon vs Elisha L. Reynolds before Wm B. Darwin Esqr and an appeal by the defendant is this day settled and no further proceedings need to be had in said case you may enter the same discontinued you receive

E L Reynolds

Union Com Pleas

Wilson Reed
vs
E S Reynolds
Suit for wits

Filed June 28, 1848
John Cassel clk

Returned by order of Plaintiffs attorney without service

Ralph Leister Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Charles G Hopkins, John Barret, James Riddle, Thomas C Moore, Benjamine Gordon, Joseph A Baker, Eli Gabriel, Jesse H Sumbard, Enoch Burroughs,

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Wilson Reece

in a certain controversy in said Court depending, wherein Wilson Reece is Plaintiff, and Elisha S Reynolds 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 21st day of June A.D., 1848.

John Cassil Clerk.

Union Common Pleas

Wilson Reed
vs.
Elisha L. Reynolds

Narr. in Case.

Filed may 24 1848
John Cassil clk

Allison & Curry
Attorneys

Court of Common Pleas of Union County,
Of the Term of April
In the Year of Our Lord 1848.

The State of Ohio, Union County ss. Wilson Reed by Allison & Curry his Attorneys complains of Elisha L. Reynolds in a plea of the Case, For that whereas the said defendant on the 15 day of August A. D. 1845, at the County of Union aforesaid, borrowed of the plaintiff a certain Mare belonging to the plaintiff, to drive from Milford Centre in Union County aforesaid to West Liberty in Logan County, Ohio, and back again, and the plaintiff then and there delivered to the defendant the said Mare to drive as aforesaid; and the said defendant the said Mare then and there so immoderately and excessively drove that by reason thereof, and for want of proper treatment of the said Mare ~~the said Mare~~ then became and was and is greatly injured and lessened in value, and rendered of little or no use to the plaintiff;

And whereas also the said Elisha L. Reynolds on the 15 day of August A. D. 1845 at the County of Union aforesaid hired of the plaintiff a certain Mare belonging to the plaintiff to drive from Milford Centre in Union County aforesaid to West Liberty in Logan County Ohio and back again, and the plaintiff then and there delivered to the defendant the said Mare to drive as aforesaid; and the said defendant the said Mare then and there so immoderately and excessively drove that by reason thereof and for want of proper treatment of the said Mare the said Mare then and there became and was and is greatly injured and lessened in value, and rendered of little or no use to the plaintiff; To the damage of the plaintiff of Ninety Nine dollars, and therefore he brings his suit, &c.

By Allison & Curry
His Attorneys.

Wilson Rees
vs.
E. L. Reynolds

Praecipe for Pltff's.
Witnesses.

June Term 1848

Filed June 21. 1848
John Cassel Clk

Wilson Reed
vs
Elisha L. Reynolds

Issue Subpoena for Charles G. Hopkins, John Barrat, James Riddle, Thomas C. Moore, Benjamin Gordon, Joseph O. Baker, Eli Gabriel, Lafe H. Lumbard, Enoch Burroughs, witnesses for plaintiff.

Allison & Curry

To the Clerk of Union Common Pleas.

Dated June 20th 1848

Civil/Domestic Case File

Case No. 1848-CV-0016

No. 48-CU-16

Union Common Pleas Court.

Thomas Foreman
Plaintiff,

AGAINST

Joseph Brannan
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT

Journal 4 Page 125

Record No. No Record. Page

Ex. Doc. Page

Pleas Com Pleas
April Term 1848

Thomas Foreman
vs
Joseph Brannon

Precipe

Filed April 25, 1848
John Cassil Clk

Crawford

Union Common Pleas
April Term AD 1848

Thomas Foreman
vs
Joseph Brannon } Trespass Vi et armis in Assault & Battery
Damages $500.00

The clerk of Union Common Pleas will issue a summons in this case returnable forthwith

Indorse suit brought to recover damages for an assault & Battery committed by the Deft upon the Pltff by beating bruising wounding and maiming the left of Pltff and loss of time and Physicians bill Vi et armis Damages $500.00
April 25th 1848

A B McCrackin
Atty for Pltff

Plenas Comm Pleas
April Term 1848

Thomas Foreman
vs
Joseph Brannan Jr

Man

Filed May 2d 1848
John Cassil Clk

Cost bill made
No Record.

Crawford

Union Court of common Pleas
April Term AD 1848

Thomas Foreman complains of Joseph Brannon Ds in a plea of trespass vi et armis, for that the said Joseph Brannon Ds on or about the 15th day of February AD one thousand eight hundred and forty eight at the County of Union aforesaid with force and arms in and upon the body of him the said Thomas Foreman Make an assault and him the said Pltff then and there beat bruise wound and otherwise ill treat him the said Pltff and other enormities to the said Pltff then and there did by wounding him the said Pltff in his head in his Eyes in his arms his sides his ribs in his limbs by attempting to pull him the said Pltff from his horse in the public high way and by clubbing him the said Pltff and otherwise ill treating him the said Pltff and greatly endangering his the said Pltffs life and thereby then & there by reason of said beating bruising clubbing & tormenting the said Pltff from attending to his business and affairs for a long space of time to wit for six weeks and to the payment of sundry doctors bills about the attending upon and the curing of said wounds bruises, so as aforesaid inflicted by the Deft upon the said Pltff to the damage of said Pltff to wit five hundred dollars &c

And the said Thomas Foreman further complains of the said Joseph Brannon Ds and in another plea of trespass vi et armis, for that the said Joseph Brannon Ds on or about the 15th day of February AD one thousand eight hundred and forty eight at the County of Union aforesaid with force and arms in and upon the said Thomas Foreman Made an other assault upon him the

said Pltff and did then and there with fist and arms in and him the said Pltff and him then and there beat, bruise wound and cut and cut him and other enormities to the said Pltff by making upon him an unprovoked attack at the County aforesaid and did then and there knock down throw down upon the ground him the said Pltff and then & there strike with his fist with a stick club and brick bruise & wound him the said Pltff in his head face eyes breast arms sides &c by gouging his the Pltff eyes and by rubbing ashes in the Pltff's eyes then & there greatly endangering his sight and injuring and laming and disabling his the said Pltff's eyes and causing him great pain and suffering and causing him to lay out and expend divers large sums of Money to wit in and about curing his said wounds bruises &c in paying hurting and paying divers large sums of Money about the taking care of his said business and affairs which he was unable to attend to in consequence of said beating bruising gouging and rubbing ashes into his the said Pltff's eyes and other wrongs by him the said Deft to him the said Pltff at Union County aforesaid then & there did to the damage of the said Pltff to wit, five hundred dollars &c and therefore he sues &c

And for that the said Joseph Brannon on or about the 15th day of February AD 1848 at Union County aforesaid in and upon the said Thomas Foreman Make and commit another assault and then and there did beat bruise wound

wound and otherwise illtreat him the said Pltff and did then & there knock down push down and throw down upon the ground and then & there kick beat with his fist stick, clubs &c and then & there grossly injure and misuse and abuse him the said Pltff and expose him to public disgrace shame and contempt in the presence of a large number of respectable citizens and in consequence of said unprovoked attack so made by the Deft upon the Pltff and by reason of said knocking down throwing down beating bruising wounding gouging and injuring the said Pltffs eyes legs thighs and rubbing ashes in them and wrongfully throwing down by the said Deft the said Pltff suffered great pain of body and mind and great loss of time in and about attending to his business and affairs and paid out large sums of money in and about curing said wounds bruises & in paying doctors bills and in about hiring hands to attend to and take care of his affairs and business &c to the great damage of the said Pltff to wit, five hundred dollars and therefore he sues &c

By Robt Crawford
his Atty

Union Com Pleas

Thomas Freeman
(v)
Joseph Brannan 2d
Left for writ

Filed June 28, 1848
John Cassie clk

Served this personally upon Norton Scott, Ross Scott, and Bradford Wood June 14, 1848, by order of Benjamin Ellis attorney this writ returned without further service

Fees—service 37½
mileage 50=
92½

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Joseph Hunt, Norton Scott Ross Scott. Hiram Draper. Bradford Wood and James McIntire.

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Joseph Bramen Dr

in a certain controversy in said Court depending, wherein

Thomas Foreman is Plaintiff, and Joseph Bramen Dr

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 June A.D., 1848.

John Cassil Clerk.

Served this writ personally upon Samuel Kirk, Harvey Shields and John McCombs June 14. 1848
by order of Plaintiffs Attorney this writ returned without further service.
Fees — mileage 60
service 3 1/2 = 9 1/2
Phillip Snider Sheriff.

Union Com Pleas
Thomas Foreman
vs
Joseph Brunner et al
Set for writ

Filed June 28. 1848
John Cassil clk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Henry Goodrich. Samuel Kirk Alexander Hunt, Harvey Steels. Hopkins and John McCombs.

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Thomas Foreman

in a certain controversy in said Court depending, wherein Thomas Foreman

is Plaintiff, and

Joseph Brannen Jr 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 June A.D., 1848.

John Cassil Clerk.

Thos. Foreman
vs
Joseph Brannon

Precipe &c

Filed June 13. 1848
John Cassil Clk

Union County Ohio

April Term 1848

Thomas Foreman vs Joseph Brannon } In trespass vi et armis

The clerk will issue subpoenas for Henry Goodrich Samuel Kirk Alexander Hewitt Harvey Steels Hopkins & John McCamles Pltffs witnesses in this case returnable to next Term

April 26th 1848

J. D. W. Crawford
Atty for Pltff

Filed June 13, 1868
John Cassidy Clk

Joseph Brannon
ads.
Thomas Foreman

In Lenoir Common
Pleas. Trespass
A D 1848

Mr. Clerk, issue a subpoena
for, Joseph Hunt, Norton Scott Rob.
Scott, Hiram Draper Bradford Woods
James McEntire, Witnesses for
Defendant,

J. C. Dotson & C. Sweetser
Atts for Defendant

May 22nd 1848,

Union Common Pleas
To Term Jun AD 1848

Thomas Foreman
vs
Joseph Brannon

Trespass vi et armis

The clerk will discontinue this suit by the Deft Brannon paying up the costs

J. A. R. Crawford
Atty for Plff

Delaware
June 13th 1848

Joseph Brannon Jr.
Ads.
Thomas Foreman
In Trespass

Filed May 19. 1848
John Cassil Clk

J. C. Dwight & C. Fuller
his Attys

Joseph Brannon Jr.
ads
Thomas Foreman } Trespass

And, the said Joseph Brannon, comes and defends, &c. And says, that he is not guilty in manner, and form as the said Thomas Foreman, hath complained against him and of this he puts himself, upon the country, and the said Thomas Foreman, doth the like —

G. H. Dougherty and C. Sweetser
his Attys

Thomas Foreman
vs
Joseph Brannon 2d

Filed April 29th 1848
John Cassil, Clerk

Suit brought to recover damages for an Assault & Battery Committed by the defendant upon the plaintiff by beating bruising wounding. and endangering the life of Plaintiff And Loss of time & Phisicians bills &c damages $ 500.00

Jas W Crawford
Aty for Pltff;

Served this writ by delivering a certified copy thereof to the within named defendant April 29. 1848

Fees - mileage 60
service 35
Copy 15 = $1.10

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Joseph Brannon Jr.

to appear ~~on the first day of our next term~~ 20 thereof 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 Foreman

in a plea of Trespass Vetarnis damages five hundred dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 25th day of April A. D. 1815.

John Cassil, Clerk

Civil/Domestic Case File

Case No. 1848-CV-0017

No. 48-CV-17

Union Common Pleas Court.

Samuel Bush
Plaintiff,

AGAINST

James S Alexander et al
Defendant.

APR TERM, 1843

JUDGMENT VS DEFENDANT
$1043-77

Journal 4 Page 90

Record No. 6 Page 194

Ex. Doc. 1 Page 488

Union Com. Pleas
Samuel Brush

vs. } Decl.

James D. Alexander
Joshua Marshall &
Alexander R. Bowen

Debt $1009.97
Dam. 85.80

Due in Equity $570.77

Filed April 25, 1848
John Cassil clk

Cost bill made
Record

Recorded

STATE OF OHIO, Union County Court of Common Pleas, of the Term of April — One thousand eight hundred and forty eight.

Union COUNTY, Ss.

Samuel Brush — Plaintiff ~~by~~ in his own proper person. ~~Attorney~~ complains of James S. Alexander, Joshua Marshall and Alexander R. Bowen

Defendants of a Plea, that they render to the said Plaintiff the sum of One thousand and nine — Dollars and ninety seven cents, of lawful money of the United States, which ~~they~~ owe and unjustly detain from him. For that, whereas, the said Defendants

heretofore, to wit: on the first — day of August One thousand eight hundred and forty seven at Marysville — in the county of Union and State of Ohio, and within the jurisdiction of this Court, by their certain writing obligatory, sealed with their seals and now here shown to the Court, the date whereof is the day and year aforesaid For value received, jointly and severally promised to pay the said Plaintiff, the sum of one thousand and nine dollars, ninety seven cents with interest, one half on or before the twenty eighth day of October next ensuing and the other half on or before the first day of March next ensuing.

yet the said Defendants (although often requested so to do,) have not nor has either of them.

paid the said sum of One thousand and nine — Dollars and ninety seven — cents, above demanded, or any part thereof, to the said Plaintiff but have hitherto wholly neglected and refused, and still neglect and refuse so to do.

AND WHEREAS, also, the said Defendants afterwards, to wit, on the first — day of April in the year of our Lord, one thousand eight hundred and forty eight in the county aforesaid, were indebted unto the Plaintiff in the further sum of Two thousand — Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiff to the Defendants at their request; also in the further sum of Two thousand — Dollars, for work and labor, then and there done, and materials for the same provided by the Plaintiff for the Defendants at their request; also in the further sum of Two thousand — Dollars, for so much money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendants at their request; also in the further sum of Two thousand — Dollars, for so much money then and there had and received by the Defendants for the use of the Plaintiff and also in the further sum of Two thousand Dollars, found to be due from the Defendants to the Plaintiff on an account then and there stated between them; and so being indebted, the said Defendants 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 Defendants although often afterwards requested, have not nor has either of them paid the said several sums of money, or any part thereof, to the Plaintiff, but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the Plaintiff of Five hundred — Dollars, and therefore he bring suit, &c.

S. Brush in
~~Attorney for Plaintiff~~
his proper person —

James S. Alexander
Joshua Marshall &
Alexander R. Bowen

Vs. } Sealed bill &
power of Atty

$1009.$\frac{97}{100}$

S. Brush, for pl.,

($1009 97/100) August 1st 1847

For value received, we jointly and severally promise to pay S. Brush, the sum of one thousand and nine dollars, ninety seven cents with interest for the use of the following persons, in the following respective, to wit; Freeady Barrows & Newell the sum of $460 25/100, Fisher, Blashfield & Co. $41 — Seaver & Barrows, $60 73/100; Perkins, Brooks & White $384 80/100 and Townsend, Sayre & Blank $63 19/100 — To be paid as follows, one half on or before the twenty eighth day of October next and the other half on or before the 1st day of March next — and we hereby authorize and empower any Attorney at law, in the State of Ohio, or elsewhere for us and in our names, to waive the issuing and service of process and notice, enter an appearance for us and confess a judgment against us for the amount of the above obligation and interest and costs, when due, in favor of the holder hereof, in any Court of Record in the State of Ohio or elsewhere, and to release all error and waive of error, as witness our hands and seals —

A. S. Alexander (Seal)

Joshua Marshall (Seal)

Alexander R. Bowen (Seal)

(Seal)

Two hundred & fifty dollars, paid as per receipt delivered to Mr Pickett Nov. 17 1847 — S. Brush

Two hundred and twenty five dollars paid March 4th 1848 — S. Brush

Union Com. Plea
James D. Alexander
Joshua Marshall &
Alexander R. Bowen

adm. } Plea

Samuel Brush

Debt $1009.97
Dam. 35.80
Due in Equity $570.77

James S. Alexander,
Joshua Marshall &
Alexander B. Bowen ads.

Samuel Brush —

Union Com. Pleas
April Term A. D. 1848
In debt.

And the said Defendants come and say that they cannot gainsay the action of the said Plaintiff but confess that they do owe, and are indebted unto the said Plaintiff in the sum of One thousand and nine Dollars, and Ninety Seven cents, and that the Plaintiff has sustained damage by reason of the detention thereof at thirty five ——— dollars and eighty — cents, and by virtue of a Power of Attorney for that purpose, executed by Defendants judgment is confessed for the said sum of One thousand and nine Dollars and Eighty — cents, debt, and the said sum of thirty five ——— Dollars and eighty ——— cents damages, and all error ~~is~~ and writs of error are released, ~~and all right and benefit of appeal waived~~.

James L Bates
Attorney for Defendant

2 - 488

Union Common Pleas

Samuel Brock
vs
James Alexander
Joshua Marshall &
A. Brown

Debt $570.77
Costs 3.63
Increase 11.58
Writ & Ad 1.41

Filed Nov. 20. 1849
James Winkler Clerk

To Nov. Term 1849
Received
J. Brock

Received this writ September 6. 1849. There being no other goods or chattles lands or tenements found whereon to levy. I had the within described real estate appraised by the oaths of James Turner, Andrew McNiel and Bill Welch at eight hundred dollars, and filed a certified copy of the appraisment with the Clerk of the Court of Union County. Advertised said real estate for sale by publication in the Marysville Tribune a Newspaper published and in generarl circulation in Union County for at least 30 days previous to the day of sale, I afterwards to wit; on the 20th day of November A.D. 1849. (it being the day I advertised the same to be sold) between the legal hours of 10. O.clock. A. M. and 4 O.clock. P. M. I offered the same for sale by public vendue at the door of the Court House in said County, and not sold for want of bidders.

Fees = mileage 05
service 35
calling Inquest 1.00
Appr's fee 1.50
Copy of Apprst 20
advertising 25
Pr fee — 2.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S. Alexander, Joshua Marshall and Alexander R. Bowen Lowit In Lot No. 81. in the Town of Marysville. (And that you have the Same Reappraised.)

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

the sum of Five Hundred and Seventy _____ dollars and 77 _____ cents for his Debt _____ ~~for damages,~~ together with $ 3.63 for his costs, with interest thereon from the 25th day of april A.D. 1848 until paid, which late in our said Court the said Samuel Brush

recovered against the said James S Alexander Joshua Marshall and Alexander R. Bowen

as of record is manifest. Also, $ 11.58 _____ increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Samuel Brush

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

Witness, ~~JOHN CASSIL~~ James Kirkadoff, Clerk of said Court at the Court House in Marysville, this 6th day of September A.D. 1849

James Kirkadoff Clerk.

Received this writ June 4. 1849. Same day levied on In lot No 81 in the Town of Marysville. there being no other goods or Chattles lands or tenements found whereon to levy. I 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 at least. 30 days previous to the day of sale. I afterwards. to wit; on the 14th day of August 1849 between the legal hours of ten O. Clock A. M. and four O. clock P. M. offered said real estate for sale by public outcry at the door of the Court House in said County and not sold for want of bidders. Fees= mileage 05
Service 35
Levy 35
advertising 25
Pr fee 2.00 = $3.00

Philip Snider Sheriff

485

Samuel Brush
vs
James J. Alexander
Joshua Marshall &
Alexander R. Brown

Debt	$570.77
Costs	3.63
Interest	7.17
Writ	.41

"The Sheriff is directed to levy on Lot No 81, under the Claims also make levy on all the real Estate of the other defendants but Two thirds of the proceeds of any but Lot 81.
S. Brush

Filed August 15. 1849
James McMarkle a Clk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S. Alexander Lot, In Lot No 81 in the Town of Marysville

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

the sum of Five Hundred and Seventy ——— dollars and Seventy seven cents for his Debt, ——— ~~for~~ ~~damages~~, together with $ 3,63 for his costs, with interest thereon from the 25th day of April A.D. 1845 until paid, which late in our said Court the said Samuel Brush recovered against the said James S Alexander, Joshua Marshall and Alexander R Brown as of record is manifest. Also, $ 7,17 ——— increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtors, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Samuel Brush

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick, Clerk of said Court at the Court House in Marysville, this 4th day of June A.D. 1849

James Kirkpatrick Clerk.

Ex Docket Page 488

Samuel Brush

vs

James S. Alexander
Joshua Woodhall &
Alexander Osmore

Debt $514.91
Damages 35.80
Costs 3.63
Writ .41

Filed June 27th 1848
John Caplis Clerk

Received

Received this writ May 17. 1848. there being no goods or Chattles found whereon to levy & there=fore levied upon Ten Lot No. 81. in the Town of Marysville June 26. 1848.

Fees= mileage 35
Service 35
Levy 35 = $1.05

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 Twenty fifth day of April A.D., 1848. Samuel Brush recovered against James S. Alexander, Joshua Marshall, and Alexander R. Bowen, as well as the sum of ——— Five Hundred & fourteen ——— dollars and Ninety Seven cents for his debt, as the sum of Thirty Five dollars and eighty cents, for his damages as also the sum of $ 3.63 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, Joshua Marshall and Alexander R. Bowen, you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Twenty fifth day of April A.D., 1848, 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 Samuel Brush

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 Sixteenth day of May A.D., 1848.

John Cassil Clerk.

Received this writ July 26th 1848. had the within described real estate appraised by the oaths of Samuel Ressler, Thomas Turner and John Johnson at $850.00, and filed a copy of said appraisement with Clerk had the same advertised by publication in the Argus A Newspaper published and general circulation in Union County, Ohio, for at least thirty days previous to the day of sale. I afterwards, to wit; on the 19th day of September A.D. 1848 between the legal hours of ten O. clock A.M. and four O. clock, P.M. offered said real estate for sale by public outcry at the door of the Court House in said County. Not sold for want of bidders.

Fees = mileage	5
Inquest	1.00
Appr's fee	1.50
advertising	25
copy of Appraist	15
Service	35
Pr fee	2.00

Philip Snider Sheriff

Vol Doc Page 488

Samuel Barsh
vs
James & Alexander
Arthur Marshall &
Alexander R Bowen

Debt — $514.97
Dam 35.80
Costs 3.63
Exe 1.46

Filed Nov 20, 1840
John Greer Clk

Received

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S. Alexander, Joshua Marshall and Alexander R. Bowen, to wit, In Lot No 81. in the town of Marysville.

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

the sum of Five Hundred & Fourteen dollars and Ninety Seven cents for his Debt & $35.80 for his damages, together with $ 3.63 for his costs, with interest thereon from the 25th day of April A.D. 1848 until paid, which late in our said Court the said Samuel Brush

recovered against the said James S Alexander, Joshua Marshall & Alexander R Bowen,

as of record is manifest. Also, $ 1,46 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Samuel Brush

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 26th day of July A.D. 1848

John Cassil Clerk.

The Sheriff must take personal property & make the money.
S. Brush.

No 2 – 4858

Samuel Brush
vs
James D. Alexander et al

Debt. $570.77
Costs 3.63

Judgment 25/48
Increasement 17.34
.41
Writ

Filed May 28. 1850
Writ Rec'd from C.M.R.
Received
J. Brush Atty

Received this writ December 14th 1849. I duly advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for 30 days previous to the day of sale. in pursuance of said notice on the 27th day of May A.D. 1850 between the legal hours of ten O.clock A.M. and four O.clock P.M. I offered the within described real estate for sale by public Auction at the door of the court house in Marysville. not sold for want of bidders. No other goods or chattles lands or tenements found whereon to levy.

Fees = mileage 5
Service 35
advertising 25
Pr fee 2.00 = $2.65

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S. Alexander

Town Lot No. 81. in the Town of Marysville.

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

the sum of Five hundred and Seventy dollars and Seventy Seven cents for his Debt ~~for damages~~, together with $3.63 for his costs, with interest thereon from the 25th day of April A.D. 1848 until paid, which late in our said Court the said Samuel Brush

recovered against the said James S. Alexander. Joshua Marshall and Alexander R. Bowen

as of record is manifest. Also, $17.34 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Samuel Brush

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

Witness, ~~JOHN CARELL~~ James Kirkpatrick Jr. Clerk of said Court at the Court House in Marysville, this 14th day of December A.D. 1849

James Kirkpatrick Jr Clerk.

489

Samuel Brush
vs
James L Alexander
Joshua Marshall &
Alexander R Bowen

Debt $570.77
Costs 3.63
Suit from Apl 25/48.
Increase costs - 20.40
this writ .41

Filed Aug. 12. 1850
James Kinkade pr clerk

Recorded

L. Brush

Received this writ June 19th 1850.
Not advertised for want of Printer fee.
No other goods or chattles lands or tenements
found whereon to levy.
Fees = mileage 30
service 35
Philip Linder Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James L. Alexander Court. Inlot No. 81. in the Town of Marysville.

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

the sum of Five Hundred and Seventy — dollars and Seventy seven cents for his Debt ~~— for — damages~~, together with $3.63 — for his costs, with interest thereon from the 25th day of April A.D. 1848 until paid, which late in our said Court the said Samuel Brush

recovered against the said James L. Alexander, Joshua Marshall and Alexander R. Bowen

as of record is manifest. Also, $20.40 — increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded as you have heretofore been commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtors which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Samuel Brush

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

Witness, ~~JOHN CASSIL~~ James Kinkade, Clerk of said Court at the Court House in Marysville, this 19th day of June A.D. 1850

James Kinkade Jr Clerk.

489

Samuel D Pinch
vs
James S Abercrombie

Debt $570.37
Costs 3.63
Increased costs 21.46
This writ 3.41
Date expires
Days days

Sept 1. 1851

Filed April 15. 1857
Jno Buchanan Clerk

Received

Received this writ January 29th 1851
Advertised the within described Real Estate in the Marysville Tribune a newspaper published and in general circulation in union County and State of Ohio for at least thirty days previous to the day of sale Afterwards to wit on the Eighth day of March AD 1851 it being ~~the~~ the day Advertised the same to be sold, Between the legal hours of 10 oclock A M and 4 oclock P M offered the same for sale at the door of the court house in said County by Public auction and sold to William S. Morrow he being the highest and best bidder for five hundred and thirty five dollars ~~it~~ being more than two thirds of the Appraised value

Fees Milage 5
Advertising 25
Serving 35
Poundage 10.70
Pr Fee 1 85

My Fees Returned

William C Mulvin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S. Alexander

Jr. Lot. No. 81 in the Town of Marysville

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

the sum of Five Hundred and Seventy dollars and Seventy Seven cents for his Debt ~~for damages,~~ together with $ 3.63 for his costs, with interest thereon from the 25th day of April A.D. 1848 until paid, which late in our said Court the said Samuel Brush

recovered against the said James S. Alexander, Joshua Marshall and Alexander R. Bowen

as of record is manifest. Also, $21.46 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Samuel Brush

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

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 29th day of January A.D. 1851

James Kinkade Jr Clerk.

Filed May 27. 1850
James Kirkpatrick Clk

Saml Brush
Pl.
J. S. Alexander
& others

To the Clerk of the
Court of Common
Pleas of Union Co. O.

John Phenis
Auditors Expenses
with a claim.
May 30 1850
S. J. Brush

Filed April 25, 1848
John Cassidy Clk

Samuel Busch

J. S. Alexander et al } Same Deed

S. Busch

Apl 25th 1862

Civil/Domestic Case File

Case No. 1848-CV-0018

No. 48-CU-18

Union Common Pleas Court.

Urbana & Champaign Ins Co
Plaintiff,

AGAINST

John S Taylor
Defendant.

APR TERM. 1843
APR TERM. 1848

JUDGMENT VS DEFENDANT
$ 251 25

Journal	4	Page	91
Record No.	5	Page	208
Ex. Doc.	1	Page	486

Urbana & Champaign
Mutual Insurance Co.

-

John S. Taylor

Sued & Cognovit

Damages 257.25

Filed April 25th 1846
John Cassil, Clerk

Execution issued
April 25 1846
for $257.25
3.00

Cost bill made
Record

Recorded

The State of Ohio Union County Court of
Common pleas of April T. 1848

Union County ss

The Urbana & Champaign
Mutual Insurance Company Complain of
John S Taylor in a plea of Case for that the said
John S. Taylor John C. Neighs & Columbus French
on the 25 Oct 1847 at Urbana, at said County
by their certain note in writing jointly & severally
promised to pay to plfs or order two hundred & fifty dollars
~~Five~~ months after the date thereof which period has
now elapsed & the said sum of Money or any part
thereof has not been paid to plfs: to damage of
plfs two hundred & fifty five dollars wherefore they
sue &c

James & McMenamy
Attys

The State of Ohio
Champaign County } And now Moses B. Corwin
Esq. one of the attorneys of this
Court appears in open Court on behalf of said deft
John S Taylor & ~~for accepts said~~ by virtue of a warrant
of attorney for that purpose, waives the issuing & service of
process, & accepts the above declaration & for plea thereto
says that the said John S Taylor did promise & assume
as the plfs have alleged against him & which has
not been paid & confesses a judgment in favor of the
said plfs against said John S. Taylor in the sum of two hundred & fifty one dol-
lars & twenty five cents damages sustained by reason
of the nonperformance of said promises: & by virtue
of same warrant he hereby releases all error in this
proceeding.

Moses B. Corwin
Defs Atty

John Ro Nigh

250.

Due 25 March 1848

Note 250
Int 1.25
251.25

Filed April 25th 1848
John [illegible]

$250.00 URBANA, 25, Oct 1847

Five Months after date, we jointly and severally promise to pay to the **Urbana and Champaign Mutual Insurance Company,** or order, at their office in Urbana, the sum of Two hundred fifty Dollars, for value received. And we do hereby severally authorize John A Gunn or any other Attorney at Law in the State of Ohio, to appear for us and each of us, in any Court of Record in said State, at any regular term of said Court, after the above Note shall be due, and in joint or several actions against us on the above Note, waive process or acknowledge service thereof, accept a declaration thereon, and confess judgment against us in favor of the URBANA AND CHAMPAIGN MUTUAL INSURANCE COMPANY, or any Assignee thereof, for the amount then due on said Note, with all fees and charges usually made by Attorneys for collection, and with costs of suit, and thereupon release all errors, and waive the filing of a bill in Chancery.

John C. Nigh
John T. Taylor
Columbia. French

Received this writ May 1st 1848 no goods nor chattels

May the 18th 1848 I have levied on the following described real estate in Champaign County as the property of John S. Taylor, described as follows to wit The East half of the West quarter of Section 31 Township 5 and Range Eleven. W.R.S. containing Eighty four acres more or less.

Rec'd of John West Sheriff of Champ. Co. Ohio Two hundred & fifty ~~two~~ 39/100 dollars in full of Amt due Pltf (except costs) upon this execution June 25 1848

James F McClenney
Atty for
The within claim is by me
W. Clemens

Recorded

6357
417
12:152

486

The Urbana & Champaign Mutual Insurance Company
vs
John S. Taylor

Damages	$251,25
Cost	3,00
Writ	31

June 5/48. made on this writ — by cash — $50,00
June 16 by cash 80
$130,00

June 27/48 money made in full
J. West Shff. C.C.
~~[illegible] to Plaintiff [illegible]~~

Tax writ	35
Tickage	30
Backtickets	17
Pounage	5,14
	$5,87

Paid the above damages to James & McNamee Plaintiffs attorney. See Receipt on this writ
J. West Shff

Filed July 5th 1848
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ Champaign 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* 25th *day of* April *A.D.,* 184 8. The Urbana and Champaign Mutual Insurance Company *recovered against* John S. Taylor

as well as the sum of two hundred & fifty one *dollars and* twenty five *cents for* their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ *damages as also the sum of* $ 3,00 *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* John S Taylor

you cause to be made the ~~debt,~~ *damages and costs aforesaid, with interest thereon from this* 25th *day of* April *A.D.,* 184 8, *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* Pefft

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* April *A.D.,* 184 8.

John Cassil *Clerk.*

Civil/Domestic Case File

Case No. 1848-CV-0019

No. 48-CW-19

Union Common Pleas Court.

David Selvers
Plaintiff,

AGAINST

Henry Goodrich,
Defendant.

APR TERM. 1848

JUDGMENT VS DEFENDANT
$46-55

Journal 4 Page 115

Record No. 5 Page 255

Ex. Doc. 1 Page 493

David Silvers
vs
Henry Goodrich
Transcript

Filed April 27, 1848
John Cassil Clk

Cost Bill made
Record

Recorded

David Silvers
vs
Henry Goodrich
Debt $14.95
Judgment 12½
Execution 25

Suit brought on note of hand which reads October 5th 1842 one Day after Date I promise to pay to the order of David Silvers twelve Dollars for value received Signed Henry Goodrich interest to this Date Nov 11th 1846 $1.95
and the Defendant Henry Goodrich Came forward Without process November 11th 1846 and requested me to enter Judgement whereupon it is Considered by me that the plaintiff David Silvers recover of the Defendant Henry Goodrich the sum of fourteen Dollars and ninety five cents Debt with his Cost herein taxed at twelve and a half Cents

Execution issued on the above Judgement June 29th 1847 and remained in the office
Execution issued on the above Judgement October 5th 1847 Delivered the same to Thomas J. Funks Constable which was returned in due time endorsed Served October 20th 1847 and no property found whereon to levy Constables fees Mileage 20 Cents
April 25th 1848 It is suggested to me that said Defendant is possessed of lands liable to levy and sale on Execution

The State of Ohio Union County Leesburg Township ss
I do hereby certify that the above is a full and true copy from my Docket of the proceedings and suggestion had by and before me in the above cause

A. M'Allister J.P.
of the aforesaid Township

Served this writ by delivering a certified copy thereof to the within named Henry Goodrich April 27, 1848

Fees — mileage 40
service 35
copy 25

Philip Snider Sheriff

Union Com Pleas

David Silvers
vs
Henry Goodrich

Writ of Ferri Facias

The State of Ohio Union County S

To the Sheriff of Said County Greeting:

Whereas David Silvers on the Eleventh day of November AD 1846 recovered a judgment before Alexander McAllister one of the Justices of the Peace within and for the said County of Union, for the sum of Fourteen Dollars and Ninety five cents Debt and Costs of Suit taxed at twelve & a half cents against Henry Goodrich upon which said judgment an Execution was issued by the said Alexander McAlister and returned no property found whereon to levy. But the defendant is possessed of Real estate subject to his Debts, as to us appears by a transcript of said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union We therefore Command you, that you make known to the said Henry Goodrich to appear before our said Court of Common Pleas forthwith to show Cause if any there be why Execution should not issue against his lands and tenements to satisfy said judgment, and further to do and receive what our said Court shall then and there consider of him in this behalf; and have you then there this writ

Witness John Cassil, Clerk of our said Court this 27th day of April AD 1848.

John Cassil, Clerk.

Ex Docket Page 493

David Silvers
vs
Henry Goodrich

Debt $14.95
Costs 4.56
Writ .41

Filed June 28, 1848
John Cassidy Clk

Recorded

Received this writ May 17. 1848 & money made in full by levy & receipt from Plaintiff to Defendant.
June 27. 1848

Fees — mileage	40
Levied	55
Mileage	44

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

David Silvers.

recovered against Henry Goodrich. an order of execution against the goods & chattles lands & tenements of the said Goodrich

as well as the sum of Fourteen dollars and Ninty cents for his debt, ~~as the sum of~~

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

$ 11,56 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 Henry Goodrich

you cause to be made the debt, ~~damages~~ and costs aforesaid, with interest ~~thereon~~ on his Debt from the 11th day of November A.D., 1846, and on costs from April 29. 1848 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 David Silvers

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 16th day of May A.D., 1848.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0020

Civil/Domestic Case

1848-CV-0020

located with

Supreme Court Case

1848-SC-0004

Civil/Domestic Case File

Case No. 1848-CV-0021

-dant, at his request;

And in twenty five hundred dollars, for work then and there done, and materials for the same provided, by the plaintiff for the defendant, at his request;

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

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

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

And in twenty five hundred dollars for money found to be due from the defendant to the plaintiff, on an account then and there stated between them;

And the defendant, afterwards, on the day and year last aforesaid, at the County of Union 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 hath disregarded all his said promises and hath not paid any of the said moneys or any part thereof. To the damage of the plaintiff, of four thousand dollars, and, therefore he brings his suit. &c

By Jas H Godman &
Allison & Curry His attys

In Union Com Pleas

Thomas H Slocum
vs
Jacob Reed

Assumpsit — Navs

Filed June 5th 1848
John Cassidy Clerk

Cost received
80. Dollars

Jas H Godman &
Allison & Curry

The State of Ohio } Court of Common Pleas of Union County.
Union County ss } Of the Term of April A.D. 1848

Thomas M Sloan complains of Jacob Reed in a plea of Assumpsit, For that whereas, the defendant on the first day of March A.D 1847. at the County of Marion. Ohio. to wit, at the County of Union aforesaid, 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 Two hundred & forty two & 35/100 dollars, four months after the date thereof, with interest from the date thereof, which period hath now elapsed.

And whereas also, the defendant on the first day of March A.D. 1847 at the County of Marion. Ohio. to wit, at the County of Union aforesaid, made his other 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 forty two & 35/100 dollars, eight months after the date thereof, with interest from the date thereof, which period hath now elapsed.

And whereas also, the defendant on the first day of March A.D. 1847 at the County of Marion. Ohio. to wit, at the County of Union aforesaid, made his other 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 forty two & 35/100 dollars, twelve months after the date thereof, with interest from the date thereof, which period hath now elapsed.

And whereas also, the defendant on the thirteenth day of June A.D. 1847 at the County of Union aforesaid, made his other promissory note in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the order of plaintiff, One hundred and ninety three & 86/100 dollars, four months after the date thereof, with interest from the date thereof, which period hath now elapsed.

And whereas also, the defendant on the fifteenth day of June A.D. 1847 at the County of Union aforesaid, made his other promissory note in writing and delivered the same to the plaintiff: and thereby then and there promised to pay to the order of the plaintiff One hundred and ninety three & 86/100 dollars seventy six days after the date thereof with interest from the date thereof, which period hath now elapsed.

And whereas also, the defendant on the first day of April A.D. 1848, at the County of Union aforesaid, was indebted to the plaintiff in the sum of twenty five hundred dollars for the price and value of goods, then and there bargained and sold by the plaintiff to the defendant, at his request:

And in twenty five hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defen

Thos M Sloan
by
Jacob Rice
Pres in Assumpsit

Filed April 28, 1848
John Cassel Clk

The State of Ohio Union County ss

Thomas M. Slaan
vs
Jacob Reed

In Assumpsit
Damages $4000,00

The Clerk of the Court of Common Pleas of said County will issue a summons in this case returnable forthwith now in term time, and endorse thereon suit brot on three several promissory notes given by Deft to Pltff dated March 1. 1847 Due respectively in four, eight & twelve months from date, for $242.55 each with interest from date, and on one promissory note given by Deft to Pltff, dated June 13. 1847. Due in four months for $193.86 with interest Also on a promissory note given by Deft to Pltff dated June 15th 1847, Due in 76 days with interest. Also on common Counts &c Sum demanded as now due $2500.

Apl 26. 1848

Jas H Godman
Atty for Pltff

Suit brot. on three several promissory notes given by Defendant to Plaintiff dated March 1, 1847 due respectively in four eight & twelve months from date for $242.35 each with interest from date and on one promissory note given by Deft. to Plff. dated June 13, 1847. due in four months for $193.86. with interest also on a promissory note given by Deft to Plff dated June 15th 1849 due in 76 days with interest, also on common counts &c Sum Demanded as now due $2500.

Jas H Goodman
atty for Plff

Orig Orig Plea

Thomas H Sloan
vs
Jacob Rees

Filed April 27th 1848
Calvin Coffin, Clerk

Docket fee. Paid the retaining a certified copy filed of the action mentioned, September 29. 1848

Fees — Mileage 90
Serve 75
Copy 20 = $1.45

Philip Sinter Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Jacob Reel

to appear ~~on the first day of our next term,~~ forth with 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 M, Sloan

in a plea of Assumpsit damages Four thousand dollars.

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. 1818.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0022

No. 48-CV-22

Union Common Pleas Court.

Rodney Pickett
Plaintiff,

AGAINST

W W Woods et al
Defendant.

APR TERM. 1848

JUDGMENT VS DEFENDANT
$299 18

Journal 4 *Page* 108

Record No. 3 *Page* 235

Ex. Doc. 1 *Page* 491

In Union Com Pleas

Rodney Pickett
vs } Deed
Wm W. Woods &
Reuben P Mann

Filed April 28. 1848
John Cassel clk

Cost bill made
Record

Recorded

Allison & Curry

The State of Ohio } Court of Com Pleas
Union County ss.} Of the Term of April 1848

Rodney Pickett complains of William W Woods and Reuben P Mann in a plea of Debt. for that whereas the said defendants on the 25th day of April at the County of Union aforesaid made their certain writing obligatory of that date, sealed with their seals (and now to the Court here shown) and then and there delivered the same to one Catharine Staley, and thereby bound themselves to pay to the said Catharine Staley or bearer three hundred dollars in six months after the date thereof: which period has now elapsed, and the said Catharine Staley then and there endorsed the same to the said Rodney Picket whereof the said defendants then and there had notice, and then and there in consideration of the premises promised to pay the amount of the said writing obligatory according to the tenor and effect thereof: yet the said defendants have not paid the said sum of money, nor any part thereof: To the damage of the said Rodney Pickett four hundred dollars, and thereupon he brings his suit &c

By Allison & Curry His Attys

W. W. Woods
Judgement Note
for $300,00

Attest

Alexander Hamilton

Union Com Pleas

W W Woods &
R P Mann
alls
Rodney Pickett

Plea

Debt $272.58
Damages 26.60
299.18

Filed April 28, 1848
John Cassie Clk

William N Woods &
Reuben P Mann
vs
Rodney Pickett

Union Com Pleas
April Term A D 1848
In Debt

And the said defendants come and say that they cannot gainsay the action of the said Plaintiff but confess that they do owe, and are indebted unto the said Plaintiff in the sum of two hundred and seventy two dollars and fifty eight cents, after deducting out a payment of $27.42 - and that the plaintiff has sustained damage by reason of the detention thereof at twenty six dollars and sixty cents, and by virtue of a Power of Attorney for that purpose, executed by defendants judgment is confessed for the said sum of two hundred and seventy two dollars and fifty eight cents debt, and the said sum of of twenty six dollars and sixty cents damages, and by virtue of the same power of Attorney all error and writs of error are released

J C Dougherty
Attorney for Defendants

Paid on the within twenty
seven dollars and forty two
cents Aug 27 1847

Five Months after Date we Promise to pay unto Catharine Staley or Bearer the Sum of three Hundred Dollars for Value Received and we do hereby authorise and empower O. Curry or any other Attorney at Law in the State of Ohio to appear in any Court of Record in said State and in the County of union at any Regular term of ~~Said~~ such Court and wave the issuing and Service of process and confess a judgement against us and in favor of Catharine Staley for the Sum of three hundred Dollars and Costs with interest from ~~Date~~ this Date to the time of the rendition of said judgement and thereupon to release all Error and wave all right and Benefit of appeal in our Behalf

April 25 A.D. 1846

William Mann (Seal)
Reuben P. Mann (Seal)

Ex Docket Page 491

Rodney Pickett
vs
William W Woods &
Reuben P Mann

Debt	$273.58
Dam	26.60
Costs	2.98
Writ	.41

Filed June 28, 1848
John Cassil clerk

Recorded

Received this writ May 17, 1848

Received this writ May 16, 1848. Returned by order of Plaintiff without levy.

Fee — mileage	.5
Service	3.5

Philip Wheiter 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 Twenty fifth day of April A.D., 1848. Rodney Pickett, recovered against William W. Woods, and Reuben P. Mann, as well as the sum of Two Hundred & Seventy two dollars and Fifty eight cents for his debt, as the sum of Twenty Six dollars and Sixty cents, for his damages as also the sum of $2,98 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 William W. Woods, and Reuben P. Mann, you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Twenty Eighth day of April A.D., 1848, 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 Rodney Pickett,

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 16th day of May A.D., 1848.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0023

No. 48-CV-23

Union Common Pleas Court.

The State of Ohio for use
Plaintiff,

AGAINST

James T Wells et al
Defendant.

SEP TERM, 1848

JUDGMENT VS DEFENDANT
$114 08

Journal 4 Page 167

Record No. 5 Page 301

Ex. Doc. 1 Page 525

In Union Com Pleas

The State of Ohio for &c

vs

James J Wells et als

Praecipe – In Assumpsit

Filed June 12. 1847
John Cassil clk

Allison & Curry

The State of Ohio for the use of
The Fund Commissioners of Union County
vs
James J. Wells
Joshua Rudy
Alexander Pollock &
Samuel A. Dodd

In Assumpsit.

Damages $200.00

Issue a Summons
returnable at the next term.
Indorse on the writ. "Suit brought
on a note of hand, made by defendants to plaintiff for One hundred
dollars, payable one year from the date thereof, with seven per
cent interest. dated June 13th A.D. 1837. Given for Surplus Revenue
and subject to the Act regulating the distribution of the same, &c
Also for Goods sold, money lent, money had and received &c.
Damages claimed as due $200.00

Allison & Curry Attys for Plff

To the Clerk of Union Com Pleas.
June 12th 1848

Recent

The State of Ohio for the use of the
Fund commissioners of Union County
vs
James T. Wells & others

In Union Com. Pleas.
Judgt. Sept. Term 1849.

Received of James T. Wells Sixty
dollars to apply on above judgment
December 13th 1851

James Kirkpatrick Jr Clk
of Union C.P.

Served this writ by delivering a certified copy thereof to James J. Wells on the 14th day of June 1848. Also delivered a certified copy thereof to Alexander Pollock June 19. 1848, and by leaving a certified copy thereof at the residence of Joshua Pady on the 21st day of June 1848. Samuel A. Orr not found.

Fees = mileage - $1.00
service — 75
copies — 60 = $2.35

Philip Snider Sheriff

Union Com Pleas

The State of Ohio for &c
vs
James J Wells et als

Filed June 22, 1848
John Cassil clk

Suit brought on a note of hand on money Defendants to Plaintiff for Eighteen Dollars, payable one year from the date thereof with seven per cent interest dated June 13th AD 1837. Gives for surplus revenue and subject to the act relating the distribution of the same &c also for goods bought, money lent money had and received &c

Damages claimed as due $200,00

Allen Henry Atty for Plff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James J. Mills, Joshua Judy, Alexander Pollock, and Samuel H. Dodd,

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 The State of Ohio for the use of the Juna Commissioners of Union County

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 17th day of June A. D. 1848.

John Cassil Clerk.

In Union Com Pleas

The State of Ohio, for &c
vs

James Wells et als

Starr - In Assumpsit

Filed Aug 9. 1848
John Cassil Clk
Cost bill made
Recd

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union County.
Union County ss } Of the Term of June A.D. 1848.

The State of Ohio, (for the use of the Fund Commissioners of Union County) sued out a writ of Summons herein, against James J. Wells, Joshua Judy, Alexander Pollock, and Samuel H. Todd the defendants in said writ named, to which the Sheriff of said County has returned not found as to Samuel H. Todd, and thereupon the said State of Ohio, for the use &c. Complains of the said James J. Wells, Joshua Judy, and Alexander Pollock in a plea of Assumpsit, For that, whereas, the said defendants in the said writ named, on the 13th day of June A.D. 1837, 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, One hundred dollars one year from the date thereof, with interest at the rate of seven per cent. (the said note having been then and there given for Surplus Revenue, and made subject to the act regulating the distribution of the same) which period hath now elapsed.

And whereas also, the said defendants in the said writ named on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for money then and there loaned by the plaintiff to the said defendants at their request.

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

And in two hundred dollars for money then and there found to be due from the said defendants to the plaintiff on an account stated between them. And the said defendants afterwards on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively promised to pay the plaintiff the said several monies herein last above mentioned on request; yet the said defendants in the said writ named have disregarded all their said 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 two hundred dollars and therefore he brings his suit &c.

By Allison & Curry His Attys

E. D. 525

The State of Ohio for &c

vs

James T. Wells et als

Damages $114.08

Int at 7 per cent 6.25

Costs 1.31

Increase cost 41

This writ

Or Dec. 13th 1851 $60.00

Allen & Curry attys for Pltff

Received this writ Saturday 23 1852

Returned by order of the June Commissioners

Feb 16th 1852

Geo Metzger C.C.

~~Returned~~ My Fees Paid Amo 35/55

by McNeil

William C. Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union **County, Greeting:**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of September A. D. 1848 The State of Ohio for the use of the Fund Commissioners of Union County recovered against James I Wells Joshua Lindy and Alexander Pollock

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

~~cents for~~ ~~debt,~~ as the sum of One Hundred and Fourteen dollars and Eight cents, for its damages; as also the sum of $ 6,25 for its 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 I Wells Joshua Lindy and Alexander Pollock you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 19th day of Sept A. D. 1848 until paid; at the rate of seven per cent annum also the sum of $ 1,31 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 State of Ohio for the use of the Fund Commissioners of Union County

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

James Lowmes

Witness ~~JAMES KIRKADE, Jr.~~, Clerk of said Court, at the Court House aforesaid, this 23 th day of February A. D., 1852

James Lowmes Clerk.

Received this writ April 16. 1849. Returned without levy by order of Appellee Lee. Fees = mileage 55
Service 35 = 90
Philip Leibe Sheriff

Ex Doc Page 525

The State of Ohio for &c
vs

James T. Wells et als

Damage $114.08
Costs 6.25
Writ .41

Filed may 30. 1849
J. S. Kirkpatrick 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 Nineteenth day of September A.D., 1848 The State of Ohio for the use of the Fence Commissioners of Union County. recovered against James T. Wells. Joshua. Judy, and Alexander Pollock. as well as the sum of One hundred & Fourteen dollars and Eight cents for ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 6,25 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 T. Wells. Joshua Judy and Alexander Pollock,

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 State of Ohio for &c

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 Twelfth day of April A.D., 1849.

James Kinkade Jr. Clerk.

Civil/Domestic Case File
Case No. 1848-CV-0024

No. 48-CV-24

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Aquilla Sierner et al
Defendant.

SEP TERM. 1843

JUDGMENT VS DEFENDANT
$121 11

Journal 4 Page 167
Record No. 5 Page 303
Ex. Doc. 1 Page 52

In Union Com Pleas

The State of Ohio for Use

vs

Aquilla Turner et als

Praecipe

In Assumpsit

Filed June 12. 1848
John Cassil clk

Allison & Curry

The State of Ohio for the use of the School Commissioners of Union County

vs

Aquilla Turner
Samuel Turner &
Joshua Kelly

In Assumpsit

Damages $200.00

Issue a Summons returnable at the next term.

Indorse on the writ "Suit brought on a promissory note made by defendants to plaintiff for One hundred dollars, subject to the State's Act governing the Surplus Revenue. dated Decr 13th 1843 &c. Also on common Counts &c. Damages claimed as due $200.00.

To the Clerk of Union Com Pleas
June 12th 1848

Allison & Curry
Attys for Plff

served this writ June 27, 1848 by leaving out the res=
idence of each of the within named defendants a certified
copy of the writ. Fees mileage 40
service — 75
copies — 50 = $1.65
Philip Snider Sheriff

Union Com Pleas

The State of Ohio for &c
vs
Aquilla Turner et al.

Filed June 22, 1848
John Cassil clk

Suit brought on a promissory note made by defendants to
plaintiff for Ten hundred Dollars, subject to the statute
act, governing the surplus revenue, dated Dec 13th
1843 &c Also on common counts &c Damages
claimed as due $2000, or Allen Harry
Attys for Plff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Aquilla Turner, Samuel Turner and Joshua Judy,

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 The State of Ohio for the use of the Fund Commissioners of Union County

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 12th day of June A. D. 1848.

John Cassil Clerk.

In Union Com Pleas

The State of Ohio for &c
vs
Aquilla Turner et al

Narr - In Assumpsit

Filed Aug 9. 1848
John Cassidy Clk

Cost bill made
Record

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union County,
Union County ss } Of the Term of June A.D. 1848

The State of Ohio, (for the use of the Fund Commissioners of Union County) complains of Aquilla Turner, Samuel Turner & Joshua Judy in a plea of Assumpsit, For that, whereas, the defendants, on the 13th day of December A.D. 1843, 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 One hundred dollars, subject to the State's Act governing the Surplus Revenue, the period for the payment of which hath now elapsed.

And whereas also, the said defendants on the 1st day of January A.D. 1848, at the County of Union aforesaid, were indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by the plaintiff to the defendants at their request;

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

And in two hundred dollars for money, then and there found to be due from the said defendants to the plaintiff on an account stated between them. And the said defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised to pay the plaintiff the said several moneys herein last above mentioned on request yet the defendants have disregarded all their said 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 two hundred dollars and therefore he brings his suit &c

By Allison & Curry Attorneys

E D 526

The State of Ohio for the use of the board commissioners of Union County

vs

A Lowner
S Lowner &
J Ludey

Damages	$121.11
Costs	3 75
increase costs	4 58
This writ	73

Order December 13 1851
$50.

Filed July 24 1853
James Linn clerk

Allison & Curry
Attys for Plff AD

Received this writ January 21st 1853
Made the within described property appraised and in general circulation in Union County Ohio for at least ten days previous to the day of sale, offered, to wit, on the 24th day of February AD 1853
At being the day & otherwise fixed property to be sold between the legal hours of ten o'clock A M and four o'clock P M
Offered the same at this residence of Stanislus Summers at public Auction and not sold for want of Bidders

Fees Mileage	20
Levy	35
Advertising	25
Return	15
Writ & fee	1 50
	$2 45

Feb 24 1853

William L Mills Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~lands and Tenements of~~ goods & Chattles of Aquilla Lower to wit Two Mares Two Cows & one two hose wagon

which according to our command you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The State of Ohio per the use of the fund commission of union County the sum of one hundred & Twenty one dollars and Eleven cents for their damages together with $ 5.75 for their costs, with interest thereon at seven per Cent from the 19th day of September A. D. 1848 until paid, which late in our said Court the said State of Ohio per the use of the fund commission of union County covered against the Aquilla Lower Samuel Lower & Sadrac Judy

as of record is manifest. Also, $ 4 5.8 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, 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 State of Ohio per the use of the Fund commission of union County

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

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 21 day of January A. D. 1853

James Lower Clerk.

Received this writ April 16. 1849. Returned without levy by order of Cyprian Lee.

Fees = mileage 25
service 35 = 60
Philip Snider Sheriff

Ex Docket Page 526

The State of Ohio for &c
vs
Aquilla Turner & als.

Damage $121.11
Costs 5.75
Writ .41

Filed May 30. 1849
James Kirkpatrick 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 Nineteenth day of September A.D., 1848 The State of Ohio for the use of the Land Commissioners of Union County recovered against Aquilla Turner, Samuel Turner and Joshua Judy, as well as the sum of One Hundred & Twenty One dollars and Eleven cents for ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents for~~ damages, as also the sum of $5.75 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 Aquilla Turner, Samuel Turner and Joshua Judy, you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 State of Ohio for &c

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 Twelfth day of April A.D., 1849.

James Kinkade Jr Clerk.

Ex D. 526

The State of Ohio for &c

vs

Aquila Turner et als

Damages $121.11
Int at 7 percent.
Costs 5.75
Int at 6 per cent
Increased Costs 1.01
This Writ .41

Recorded

To Sept 9. 1857

Filed Sept. 10. 1857
Jas Kirkpatrick clerk

Allison & Curry attys for Pltff

Received this writ August 18th 1857
Returned by order of the June Commissioners
Sept 10th 1857
Fees Mileage 25
Levies 35/60

William C. Mills Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union **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 Nineteenth day of September, A. D. 1848 The State of Ohio for the use of the Fund Commissioners of Union County recovered against Aquila Turner, Samuel Turner & Joshua Judy

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

~~cents for~~ ~~debt, as~~ the sum of One Hundred & Twenty One dollars and Eleven cents, for its damages; as also the sum of $ 5.75 for its cost and charges in that behalf expended, as of record is manifest.

as you have heretofore been Commanded

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Aquila Turner, Samuel Turner & Joshua Judy

at the rate of seven per cent per annum

you cause to be made the ~~debt~~, damages, ~~and costs~~ aforesaid, with interest thereon from the 19th day of September A. D. 1848 until paid; and also the Costs aforesaid and interest thereon, 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 State of Ohio for the use of the Fund Commissioners of Union County

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 18th day of August A. D., 1851

James Kinkade Jr Clerk.

The State of Ohio, for
Use of Trust Commrs
of Union County,
vs.
Aquila Turner, et als

Praecipe
for Execution

Filed February 21st 1858
James Turner Clerk

The State of Ohio, for use
of Trust Commrs of Union County,
vs.
Aquila Turner, et als.

Judgt. at Sept. Term, 1848

Issue Execution in this case

Allison & Curry
Attys for Plff.

To the Clerk of
Union Com. Pleas.

Dated Feb. 21st 1852

State of Ohio for use
of Trust Comm'rs of
Union Co.
vs.
Aquila Turner et als

Praecipe for execution.

Filed Aug 18, 1851
J Kirkpatrick p clerk

The State of Ohio
For the use of the
Fund Commissioners of
Union County
vs.
Aquila Turner et als

Judgt. in Union Com. Pleas.

Issue execution in this case.

Allison & Curry

To the Clerk of
Union Common Pleas.
Augt 18th 1851

Civil/Domestic Case File

Case No. 1848-CV-0025

No. 48-CV-25

Union Common Pleas Court.

Alexander Burnside
Plaintiff,

AGAINST

Jesse Weatherby et al,
Defendant.

AUG TERM. 1849

DECREE FOR PLAINTF

Journal 4 Page 198

Record No. 5 Page 388

Ex. Doc. Page

I have executed the within writ by the oaths of Thomas Cherey. Henry Beach, Abraham Deemer, Andrew Aurine, David Carr, James Robinson, Paschal Spain, Isaac J. Sanaft, Stephenson Curry, Wm. Hays, J. H. Elwell, within named Jurors, and Taber Randall who was by me duly summoned as a talesman in place of William Porter within named, who was said to be sick, who being duly notified by me, did on the 3rd day of August A.D. 1849 on actual view of the within premises, having been first duly sworn, make the assessment therein commanded, and their verdict is herewith returned.

August 3. 1849 Philip Snider Sheriff of Union County

fees = service 4.00

Union Co. Recd 28

Alexander Bonnside & others
Adam Aebom & others
vs
Isaac Hathaway & al

Order of Sale

Filed August 4. 1849
James McNaughton Clerk

Recorded

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

Whereas on the 2nd Day of June AD 1849. the Lessee of Adison Osborn. Margaret Osborn. Elizabeth Osborn. Octavia Osborn, and Josiah Osborn, recovered a Judgment against Jesse Wetherby and Aaron Thornton in a certain action of Ejectment lately pending in our Court of Common Pleas. within and for the said County of Union for his term yet to come in the following lands and tenements to wit. A certain lot or tract of Land containing two hundred and seventy two acres be the same more or less situate between the Little Miami and Scioto rivers, and in the County of Union and State of Ohio. being a Military Survey No. 10945. Originally for One hundred and Sixty six acres in the name of Robert Green, and a survey No. 13427. Originally for Eighty nine acres in the name of James Galloway, Jr. Containing by a resurvey 272 acres as aforesaid on the waters of Scioto or Rush Creek.

And whereas also, upon the rendition of said Judgment our said Court of Common Pleas. on application for that purpose. granted to the said Jesse Wetherby and Aaron Thornton. the benefits of the statute for the relief of occupying Claimants; We therefor command you. that without delay. by the Oaths of Thomas Cheney. William Porter Henry Beach. Abraham Demer. Andrew Aurine 1st David Carr. James Robinson. Paschal Spain. Isaac Sandy. Stephenson Curry. William Hays. and Timothy Elwell. and upon actual view of the premises. you cause to be made a just and true assessment of the value of all lasting and valuable improvements made upon the lands and tenements aforesaid by the said Jesse Wetherby and Aaron Thornton, or by any person or persons under whom the said Jesse Wetherby and Aaron Thornton. holds the same previous to the 19th day of May 1849. and also that in

like manner. you cause to be made a just and true assessment of the damages if any which the said lands and tenements may have sustained by waste, together with the net annual value of the rents and profits which the said Jesse Wetherby and Aaron Thornton may have received from the same from and after the 19th day of May 1848. deduct the amount of such rents and profits from the estimated value of the lasting and valuable improvements aforesaid; and also that in like manner you cause to be made a just and true assessment of the value of the said lands and tenements, on the 2nd day of June AD 1849. exclusive of the improvements made thereon, and the damages sustained by waste as aforesaid;

And of this writ make legal service and due return,

Witness James McKade Clerk of said Court of Common Pleas at Mansfield this 20th day of July AD 1849.

James McKade Clerk.

We the Jury named in the within writ, ~~having been first~~ (except Taber Randal who being summoned to fill the panel in the absence of William Porter) having been first duly sworn, upon actual view of the premises in the within writ described, do make the assessment therein commanded, as follows, to wit:

We find that the said Silas Wetherby & Aaron Thornton previous to the 19th day of May 1849 had erected upon said premises one log house which with fixtures we estimate at $20,00

Also one saw mill & fixtures estimated by us at 150,00

making the whole amount of lasting and valuable improvements upon said premises 170,00

We further find that said lands have sustained waste by cutting ~~by cutting~~ down of valuable timber to the amount of 2,00

Also timber used by the claimant for the building of the mill 20.00

We also estimate the net annual ~~rents~~ value of the rents & profits of said lands since the 19th day of may 1848 at 18 dollars up to this date May 19th 1849 $18,00

40,00

Excess in favor of the occupying claimant 130,00

We do also estimate the value of said lands on the 2d day of June 1849 to be worth five dollars pr acre exclusive of the improvements & damages sustained by waste as aforesaid

In testimony whereof we here to put our hands & seals this 3d day of August 1849

Thomas Cheney {Seal}
Henry Beach {Seal}
Abraham Deemer {Seal}
Andrew Aurine {Seal}
David Carr {Seal}
James Robinson {Seal}
Paschal Spaid {Seal}
Isaac Sanaft {Seal}
Stephenson Curry {Seal}
Wm Hays {Seal}
J H Elwell {Seal}
Taber Randall {Seal}

Jurors fees

Thomas Cheney	1	Day.	5 miles	travel,	Total	$1.25
Henry Beach	3	"	35 "	"	"	4.75
Abraham Deemer	3	"	33 "	"	"	4.65
Andrew Aurine	2	"	20 "	"	"	3.00
David Carr	1	"	5 "	"	"	1.25
James Robinson	3	"	33 "	"	"	4.65
Paschal Spain	2	"	20 "	"	"	3.00
Isaac Sanaft	2	"	14 "	"	"	2.70
Stephenson Curry	3	"	33 "	"	"	4.65
Wm Hays	3	"	31 "	"	"	4.55
J.H. Elwell	3	"	29 "	"	"	4.45
Taber Randal	1	"				50

Filed Aug 19 - 1849
J Kirkpatrick for Clerk

Alexander Brownside Ex Dem
vs
Weatherly et al

The Clerk & Sheriff will please meet and draw jurors to value improvements &c.

To James Kinkade Jr Clerk
July 19th 1849.

Allison & Burr
Attys for Pltff.

Union Com. Pleas

Alexander Burnside Ex
Dem Adam Osborn Def

vs

Deus Whitehead &
Aaron Hamilton

Costs $11.06
Writ .44

Filed Nov. 20. 1849
James Kinnaday Clerk

By virtue of the within writ on the 21st day of August A.D. 1849, I have delivered to the within Named Alexander Burnside possession of the premises within described for his term within written, with the appurtenances, as in all things by the said writ I am commanded.
Costs have been paid to Clerk

Fees = mileage 1.00
Service 1.00

Philip Snider Sheriff
By William Wells Deputy

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas. Alexander Burnside on the demise of Adison Asborn & others. on the 2d Day of June AD 1849. in our Court of common Pleas. Within and for the County of Union. by the Judgment of the same Court. Recovered against Jesse Wetherby and Aaron Thornton his term then and yet to come of and in the following described premises to wit. a certain Lot or tract of Land containing two Hundred and seventy two acres be the same more or less. Situate between the Little Miami and Scioto Rivers. and in the County of Union and State of Ohio being a Military Survey No. 10945 Orginally for One hundred and Sixty six acres in the name of Robert Green. and a Survey No. 13427 Orginally for Eighty nine acres in the name of James Galloway Jr. - containing by a resurvey 272 acres as aforesaid. on the waters of Scioto on Rush Creek. and also ten messuages. ten Cabins. ten barns. ten Stables. ten Orchards. ten out houses. ten yards. ten gardens. two hundred acres of arable land. two hundred acres of meadow land. two hundred acres of pasture land. three hundred acres of wood land. three hundred acres of land covered with water and two hundred and seventy two acres of other land with the appurtenances situate in the said County of Union. Which Addison Asborn & others on the first day of January AD 1845. had Demised to the said Alexander Burnside. to hold the same to the said Alexander Burnside and his assigns. from the first day of January AD 1845. for and during the term of ten years from thence next ensuing and fully to be complete and ended by virtue of which said demise the said Alexander Burnside entered into the said tenements with the appurtenances and was possessed thereof. until the said Jesse Wetherby

and Aaron Thornton, afterwards to wit on the first day of April AD 1845, with force and arms entered into the said tenements, with the appurtenances, which the said Adison Osborn & others had demised to the said Alexander Burnside, in manner and for the term aforesaid, which was not then nor is yet expired and ejected the said Alexander Burnside from his said farm, whereof the said Jesse Wetherby and Aaron Thornton is convicted as appears to us of Record: Therefore we command you, that without delay you cause the said Alexander Burnside to have the 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 our command in this behalf, make appear to our said Court of Common Pleas at their next term;
We also command you, that of the goods and chattels, and for the want thereof, then of the lands and tenements of the said Jesse Wetherby and Aaron Thornton, in your bailiwick, you cause to be made the sum of Eleven Dollars and Six cents, costs of suit which the said Alexander Burnside on the day and year first aforesaid, and by the Judgment of the same Court, recovered against the said Jesse Wetherby & Aaron Thornton, whereof the said Jesse Wetherby & Aaron Thornton, is also convicted as appears to us of record; with interest thereon from the 2d Day of June 1849 and have you the said moneys before our said Court of Common Pleas, at their said next Term, to render &c.
And have you then there this writ.

Witness James Kirkadep Clerk of said Court of Common Pleas, at Marysville the 20th day of August AD 1849.

James Kirkadep Clerk.

No. 48-cv-25

Union Common Pleas Court.

Alex V Burnsides
Plaintiff,

AGAINST

Jesse L Weatherby et al
Defendant.

Ejectment,

MAY TERM. 1849

DECREE FOR PLAINTIF

Journal 4 Page 198

Record No. 5 Page 388

Ex. Doc. Page

said Alexander therefrom, and other wrongs to the said Alexander then and there did; to his damage five dollars. And therefore he sues &c.

By Allison & Curry, his Attorneys.

Messrs Jesse Wetherby, Jesse Thornton and Jonathan Fields

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

May 19th 1848 Richard Roe

31

In Union Com Pleas

Alexander Brownlee
Ejc Dem
Addison Clark et al.
vs
Richard Roe

Ejectment

Filed June 21, 1848
John Cassil Clerk

Capt Bill Mans
Record,
Recorded
Allison & Curry

May 19th 1848 I personally served Jessel Wetherby, Jessee Thornton, and Johnathan Fields tenants in possession of the premises in the within declaration mentioned, or of part thereof, each with a true copy of the within declaration and notice and at the same time acquainted the said Jessee Wetherby, Jessee Thornton and Johnathan Fields with the intent and meaning of the said declaration and notice.

Fees— copies $ 1.50
mileage — 1.20
service .75 = $3.45

Philip Snider Sheriff

September 15th 1848 I personally served Aaron Thornton tenant in possession of the premises in the within declaration mentioned, or of part thereof, with a true copy of the within declaration and notice (except where the name of Jessee Thornton is stated, there I inserted the name of Aaron Thornton instead thereof) and at the same time acquainted the said Aaron Thornton with the intent and meaning of the said declaration and notice.

Fees— copy 50
mileage 1.00
service 35 = $1.85

Philip Snider Sheriff

Court of Common Pleas of Union County,
Of the Term of April A.D. 1848

The State of Ohio, Union County ss.

Alexander Bunside Com-
plains of Richard Roe, for that Addison Osborn, Margaret
Osborn, Elizabeth Osborn, Octavia Osborn and Josiah
Osborn on the first day of January A.D. 1845 at the
County of Union aforesaid had demised to the said Alexan-
der, the following lands and tenements, to wit, A certain
lot or tract of land containing two hundred and seventy
two acres be the same more or less, situate between the
Little Miami and Scioto Rivers, and in the County of
Union and State of Ohio, being a Military Survey No.
10945 originally for one hundred and sixty six acres
in the name of Robert Green, and a survey No. 13427
originally for eighty nine acres in the name of James
Galloway Jr:- containing by a resurvey 272 acres,
as aforesaid, on the waters of ~~Scioto~~ on Rush creek
and also ten messuages, ten cabins, ten barns, ten stables,
ten orchards, ten out houses, ten yards, ten gardens, two
hundred acres of arable land, two hundred
acres of meadow land, two hundred acres of pasture
land, three hundred acres of wood land, ~~and~~
three hundred acres of land covered with water, and
two hundred and seventy two acres of other land
with the appurtenances, situate in the said County of
Union; To have and to hold the same to the said
Alexander from the first day of January A.D. 1845
aforesaid, for and during the term of ten years thence next
ensuing: By virtue of which demise the said Alexander
entered into the said tenements with the appurtenances,
and was possessed thereof, for the term aforesaid; And
the said Alexander being so thereof possessed, the said Richard
afterwards to wit, on the first day of April A.D. 1845 at the
County of Union aforesaid, with force and arms, entered into
the said tenements, with the appurtenances, and ejected the

Alexander Burwell
Ex Dem } Ejet
vs
Jesse Mathews et al

Filed May 30. 1849
D. S. Kinkead Clerk

Alexander Burnside & Dan
Adison Osborn et-al

vs

~~Benjamin Bar~~
Jesse Bethely, and
Aaron ~~Jesse~~ Thornton &
~~Jonathan Fields~~

Ejectment.

And the said Jesse Bethely
Jesse Thornton and Jonathan Fields come and
confess the lease entry, and ouster in the said
declaration mentioned, and admit ~~themselves~~
themselves to be in possession of the premi:
ises in 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 Plaintiffs Alexander Burnside do the like

By Cook & Bilbo
Attys for Defts

In Union Com Pleas

Alexander Burnside
Ex Dem
Adison Osborn et als
vs
Richard Roe

Harr in Ejectment

Allison & Curry

Mars Lee Notherty, Lee Thornton and Johnathan Stiles

Gent. 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 bring suit 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 then be entered against me by default, and you will be turned out of possession

May 19th 1848

Richard Roe

Court of Common Pleas of Union County.
Of the Term of April A.D. 1848

The State of Ohio. Union County ss.

Alexander Burnside Complains of Richard Roe. for that Adison Osborn. Margaret Osborn. Elizabeth Osborn, Octavia Osborn and Josiah Osborn on the first day of January A.D. 1845 at the County of Union aforesaid had demised to the said Alexander. the following lands and tenements, to wit. A certain lot or tract of land containing two hundred and seventy two acres be the same more or less. situate between the Little Miami and Scioto rivers. and in the County of Union and State of Ohio. being a Military Survey No 10945 originally for one hundred and sixty six acres in the name of Robert Green. and Survey No. 13427 originally for eighty nine acres in the name of James Galloway Jr. containing by a resurvey 272 acres as aforesaid. on the waters of Scioto on Rush creek and also ten messuages. ten cabins. ten barns. ten stables. ten orchards. ten out houses. ten yards. ten gardens. two hundred acres of arable land. two hundred acres of meadow land, two hundred acres of pasture land, three hundred acres of wood land, three hundred acres of land covered with water, and two hundred and seventy two acres of other land with the appurtenances, situate in said county of Union; To have and to hold the same to the said Alexander from the first day of January A.D. 1845 aforesaid, for and during the term of ten years thence next ensuing: By virtue of which demise the said Alexander entered into the said tenements with the appurtenances, and was possessed thereof. for the term aforesaid: And the said Alexander being so thereof possessed. the said Richard afterwards to wit. on the first day of April A.D. 1845. at the County of Union aforesaid. with force and arms. entered into the said tenements, with the appurtenances, and ejected the said Alexander therefrom. and other wrongs to the said Alexander then and there did: to his damage five dollars. And therefore he sues. &c.

By Allison & Curry his Attorneys

Civil/Domestic Case File

Case No. 1848-CV-0026

Civil/Domestic Case

1848-CV-0026

located with

Supreme Court Case

1849-SC-0001

Civil/Domestic Case File

Case No. 1848-CV-0027

No. 48-CV-27

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

John Shirk et al,
Defendant.

SEP TERM. 1848

JUDGMENT VS DEFENDANT
$105-10

Journal 4 Page 165

Record No. 5 Page 311

Ex. Doc. 1 Page 5-24

In Union Com Pleas

The State of Ohio
for &c

vs

John Stirk et als

Praecipe. Indebt

Filed June 21. 1848
John Cassil clk

Allison & Conroy

The State of Ohio for the use of
the Fund Commissioners of Union County
vs
John Stroth, Jacob Drahood &
Lemuel Carter

In Debt,
Debt $106.00, Damages $100.00

Issue a Summons
returnable at the next
term. Indorse on the writ "Suit brought on a single bill
~~number of bond~~
made by defendants to plaintiff for One hundred and
six dollars payable on demand, with interest semi
annually in advance at seven per cent. Dated
December 13th A. D. 1843. &c. given for Surplus Revenue.
Also for goods sold and delivered, money lent,
money had and received &c. Amounts claimed
as due Debt $106.00. Damages $100.00

Allison & Curry Attys for Pltff

To the Clerk of
Union Com Pleas
June 21st 1848

Served this writ June 22. 1848 by delivering a certified copy thereof to Jacob Crahood, and left a certified thereof at the residence of each of the other defendants.

Fees - copies 50
mileage 65
Service 75 = $1.90

Philip Snider Sheriff

Union Com Pleas
The State of Ohio for use
vs
John Meals & Wife

Ill'n Inc 23. 1848
John Cassio atty

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Smith, Jacob Arahood and Lemuel Carter,

to appear on the first day of our next term, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto The State of Ohio for the use of the Fence Commissioners of Union County

in a plea of Debt. Debt $106,00 damages One hundred dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 21st day of June A. D. 1848.

John Cassil clerk

In Union Com Pleas

The State of Ohio for &c

vs

John Stink et als

Narr - In Debt

Filed Aug 9, 1848
John Cassil Clk

Cost bill mad
Recd.

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union County.
Union County ss } Of the Term of June A.D. 1848.

The State of Ohio, for the use of the Fund Commissioners of Union County complains of John Shirk, Jacob Crabood, and Samuel Carter in a plea of Debt. For that, whereas the defendants on the 13th day of December A.D. 1843, at the County of Union aforesaid, by their certain writing obligatory, commonly called a single bill, sealed with their seals, and now here to the Court shown, the date whereof is the day and year aforesaid, bound themselves to pay to the plaintiff, One hundred and six dollars, on demand, with interest semi annually in advance at seven per cent, which said single bill was given for Surplus Revenue.

And whereas also, the said defendants, on the 1st day of January A.D. 1845, at the County of Union aforesaid, were indebted to the plaintiff in the sum of One hundred and six dollars for money then and there lent by the plaintiff to the defendants at their request;

And in One hundred and six dollars for money then and there paid by the plaintiff for the use of the defendants at their request;

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

And in One hundred and six dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them; which said several moneys were to be respectively paid by the defendants to the plaintiff, on request. Yet the defendants have not, nor hath either of them, paid any of the said moneys, or any part thereof, to the plaintiff's damage of One hundred dollars and thereupon he brings his Suit &c.

By Allison & Lenny attorneys

Received this writ April 16. 1848. ~~Rec'd May 29, 1848~~
~~five dollars & thirty six cents costs.~~ Returned
Returned by order of Cyprian Lee without levy
Fees — mileage 60
Service 35 = 95
Philip Snider Sheriff

Ex Docket Page 523

The State of Ohio, Franklin County, ss.
The Ohio Company
vs
John Smith et al

Debt $1,29.75
Costs 6.72
Writ .41

Filed May 30. 1848
Dan'l Kilbourne Clerk

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 Nineteenth day of September A.D., 1848 The State of Ohio for the use of the Fund Commissioners of Union County. recovered against John Shirk. Jacob Orahood & Lemuel Carter.

as well as the sum of Seventy nine ——— dollars and Seventy five cents for ——— debt, as the sum of ——— dollars and ——— cents, for ——— damages, as also the sum of $ 6,72 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 John Shirk. Jacob Orahood and Lemuel Carter.

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 State of Ohio for &c

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 Twelfth day of April A.D., 1849.

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0028

No. 48-CV-28

Union Common Pleas Court.

Cole & Piper admrs.
Plaintiff,

AGAINST

Catharine Sweadley
Defendant.

MAY TERM, 1849

JUDGMENT VS DEFENDANT

for cost

Journal 4 Page 181

Record No. No Record. Page

Ex. Doc. Page

Cole & Piper Admrs.
vs
Catharine Smeadley

Filed June 26. 1848
John Cassil clk

State of Ohio County of Union ss

In the action of P B Cole & Wm C Piper administrators of the estate of Wm C Lawrence Dec'd against Catharine Smedley & Lemuel P Monroe acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied of my goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

L P Munroe

Taken signed and acknowledged on this 19th day of June A D 1848

Andrew Keyes J. P

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

Cal & Piper
vs
Catharine Dunaday

Filed June 26th 1888
John Cope Clk

P B Cole &
William C Piper
Administrators of
Wm C Lawrence
Deceased
vs
Catharine Snedley

Action of Debt Brought on account
items amount to $16.00 Bill of particulars
filed
June 10th 1848 the parties appeared and
amicably agreed to go into trial and
James Riddle was sworn and examined
as a witness on the part of the plantiff
and trial was had and I hereby
post pone the decision for Counsel and
advise till the 17th inst
June 17th 1848 having this Case under
Consideration since the 10th instance
it is my Judgment that the plantiffs
P B Cole & Wm C Piper Administrators
of the estate of Wm C Lawrence Decd
recover of defendant Catharine Snedley
the sum of Twelve Dollars and Costs
of suit herein taxed at fifty four cents

amt of Judgment 12.00
Docket fee .25
transcript .31¼
Witness fee .25
$12.81¼

June 19th 1848 defendant appeared
and gave notice of appeal to the Court of Common
Pleas and entered into recognizance as the law
Directs

State of Ohio County of Union Ss
I hereby Certify the above to be a true transcript
of the proceedings had by and before me in
the above Cause Andrew Keyes J P
June 19th 1848

Catharine Smedley
ads
R B Cole & W C Pipes
Ads
I [illegible]

Filed Sept 5th 1848
John Cassil clerk

Surety Counter

Catharine Smedly
ads.
Philander B Cole and William C. Piper, Administrators of the Estate of William C Laurance deceased

In Assumpsit common pleas.

And the said Catharine Smedly comes and defends C and says that she did not assume and promise the said William C Laurance the intestate, in manner and form as the said Philander B Cole and William C Piper administrators of the Estate of William C Laurance deceased hath declared against her and of this she puts herself upon the country and the said Philander B Cole and William C Piper, administrators of the Estate of William C Laurance deceased doth the like,

By J. G. Dougherty and C. Sweeton her atts

And the said Philander B Cole and William C Piper Administrators of the Estate of William C Laurance deceased will take notice that the Defendant will offer and prove on the obvious that the said William C Laurance in his lifetime did confess that he did not know who employed him, and also that the said William C. Laurance made no charge of indebtedness against her the said Defendant

Dougherty & Sweeton
Atts

Filed May 29. 1849
Jas Kirkpatrick p. M

Cole & Piper Plaintiff.

vs

C. Smedley

The above Case is settled and the Deft has paid 7ff in full discharge of the claim, and the suit is to be dismissed — papers to be withdrawn no record. Costs to be paid Deft.

May 29. /49

Cole & Piper Plaintiff
C Smedley by L. Patterson

give to
Dola

Catharine Dudley

To Wilhaine C Lansman Estate Dr

June 1842 To obtaining a divorce for her $15.00

bring suit in the name

of Philander B Cole)

William C Piper) Administrators

33

Union Common Pleas

P. Bole & W. C. Piper, Admrs.
vs
Catharine Meadley,

Sam

Filed Aug 31. 1848
John Cassil Clk
Cost Bill Made
180. Record

Bole & Piper

Court of Common Pleas of Union County:
The State of Ohio }
Union County, ss. } of the Term of June A.D. 1848

Philander B. Cole and William C. Piper, Administrators of the goods and estate which were of William C. Lawrence, deceased, at the time of his death, who died intestate, complain of Catharine Meadley in a plea of Assumpsit. For that whereas, the defendant in the life time of the said William C. Lawrence, to wit; one the day of June 1842 at the county aforesaid was indebted to the said William C. Lawrence in the sum of fifteen dollars, ~~for~~ on account, for Professional services, rendered as attorney, by the said William C. Lawrence to said defendant and at her special instance & request to wit: ~~June 1842~~ for obtaining a divorce for her ~~$15.00~~

And whereas also the defendant on the day of June A.D. 1842 was indebted to the said William C. Lawrence in the sum of fifteen dollars for work then and there done and materials for the same provided, by the said William C. Lawrence for the defendant and at her request. And the defendant, afterwards, on the day & year aforesaid, at the county aforesaid, in consideration of the premises respectively, promised the said William C. Lawrence to pay him the said moneys on request. Yet the defendant hath disregarded her promises, and hath not paid any of the said moneys, or any part thereof, either to the said William C. Lawrence, in his life time, or to the plaintiffs, as administrators aforesaid, since the death of the said William C. Lawrence, to the damage of the plaintiffs, as administrators aforesaid, of fifteen dollars & therefore they bring their suit &c.

And the plaintiffs bring here into court, the letters of administration of the goods & estate which were of the said William C. Lawrence, at the time of his death, and which letters were, after the death of the said William C. Lawrence, to wit; on the 14th day of October A.D. 1846 granted to the plaintiffs, by the Court of Common Pleas of Union County, Ohio, in due form of law, and give sufficient evidence to the said Court here, of the said grant of Administration to the plaintiffs

Cole & Witter
Attys for Plff

Civil/Domestic Case File

Case No. 1848-CV-0029

No. 48-CV-29

Union Common Pleas Court.

J Reed & Keys admrs
Plaintiff,

AGAINST

David H Silver,
Defendant.

SEP TERM. 1848

JUDGMENT VS DEFENDANT

Journal 4 Page 148

Record No. No Record. Page

Ex. Doc. Page

Reed & Keys Attys
pltf } Praecipe
}
David H Silver

Jn Arrupat

Filed June 27th 1848
John Capel

Ryg Cale & Mills
Attys

John Reed 3d
& Andrew Reys
Administrators of
~~J. Sea~~ Seaman dec'd
vs
David N Silver

In Assumpsit Damages $
Three hundred dollars

Issue a Summons returnable forthwith Indorse on the writ Suit brought on a note of hand made by the Defendant to the plaintiffs as Administrators of the Estate of J Seaman dec'd for one hundred and Thirty three dollars and thirty three cents payable two years after the date thereof with interest and Dated the 28th day of October A D 1845 ~~with interest~~ also for goods sold and delivered money had & received and upon an account stated, Damages claimed as due Three hundred dollars

To the Clerk of Union
Common pleas

Cole & Witter
Attorneys for Plff

Dated June 17 1848.

suit brought on a note of hand made by the Defendant to the plaintiffs as administrators of the estate of J. Seaman Deceased for one Hundred & thirty three dollars & thirty three 1/3 cents payable two years after date thereof with interest & dated the 15th of October A.D. 1845 — also for goods sold & delivered money had & received, and upon an account stated — Damages claimed as due Three Hundred Dollars

Cole & Witte
Attorneys for Plfft.

Union Common Pleas
Reed & Keyes, Admrs
vs
D. H. Simms

Filed June 27 1848
John Cafferty, Clerk

Came the rest June 27 1848 by stipulating a certificate being filed to the judgment against defendant

Fees = Mileage 5
Service 35
Copy — 15 = 55

Philip Chamberlain

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David H. Silver

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 John Reed Sr & Andrew Keys, administrators of the estate of Jacob Seaman Dec'd.

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 27 day of June A. D. 1818.

John Cassil Clerk.

nor any part thereof; to the damage of the Plaintiffs, as Administrators as aforesaid, three hundred dollars, and thereupon they bring suit, &c

And the Plaintiffs bring here into Court the letters of Administration of the goods and estate, which were of the said J. Seaman at the time of his death, and which letters were, after the death of the said J. Seaman to wit: on the 31st day of October A.D. 1840 granted to the Plaintiffs by the Court of Common Pleas of Union County Ohio, in due form of law, and give sufficient evidence to the said Court here, of the said grant of Administration to the Plaintiffs

Cole & Bitter
Attys for Plffs -

Union Com. Pleas

J. Reed & A. Hayes, Admrs.
vs
Daniel A. Silver

Case

Filed August 7 1848
John Cassil Clerk

Court Cost
80. Cents

Cole & Bitter

Court of Common Pleas of Union County;
The State of Ohio
Union County, ss: } Of June Term A.D. 1848

John Reed Jr. and Andrew Keyes Administrators of the goods & estate which were of J. Seaman, deceased, at the time of his death, who died intestate, by Cole & Bitter, their Attys. Complain of David H. Silver the defendant in a Plea of Assumpsit - For that, whereas, to wit: on the 28th day of October A.D. 1845, at the county of Union aforesaid, made his promissory note in writing, and delivered the same to the said John Reed Jr. and Andrew Keyes, as Administrators aforesaid and thereby promised to pay the said John Reed Jr. & Andrew Keyes, as Administrators aforesaid, One hundred and thirty three dollars and thirty three & one third cents, in two years from the date thereof, with interest, which Period has now elapsed, and the said defendant then and there in consideration of the premises promised to pay the amount of the said note to the said Plaintiffs, as administrators as aforesaid, according to the tenor and effect thereof. And also for that whereas the said David H. Silver on 30th day of October A.D. 1847, at the county aforesaid was indebted to the said John Reed Jr. & Andrew Keyes, as administrators as aforesaid in one hundred and thirty three dollars and thirty three & one third cents for the price and value of goods, sold and delivered by the Plaintiffs as administrators aforesaid, to the defendant at his request, And in one hundred and thirty three dollars and thirty three and one third cents for money then and there had and received by the defendant for the use of the Plaintiffs, as administrators as aforesaid - And in one hundred and thirty three dollars and thirty three and one third cents, for money found to be due from defendant to Plaintiffs, as administrators as aforesaid, on an account then and there stated between them. And whereas the defendant afterwards, on the 10th day of November A.D. 1847 in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the Plaintiffs, as administrators as aforesaid, on request, yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them

Civil/Domestic Case File

Case No. 1848-CV-0030

No. 48-CV-30

Union Common Pleas Court.

Mad River Valley Road
Plaintiff,

AGAINST

Daniel Coe et al
Defendant.

SEP TERM. 1848

Settled.

Journal 4 Page 152

Record No. No Record. Page

Ex. Doc. Page

Bank
vs
Coe, et al

Filed June 27, 1848
Wm Cassil clk

Mud-River Valley Branch of the State Bank of Ohio
vs
David Cox, Reuben P. Mann & John Reed 3d

} In Assumpsit

Damages $2000.00

Issue a summons returnable forthwith & endorse on the writ "Suit brought on a Bill of Exchange made by defendants, to Samuel Claypoole Cashier or order for one thousand dollars, dated January 19. 1848, & payable three months after date, &c Also, for money had & received &c
Damages claimed as due $2000.00

Anthony & Goode Attys.

To the Clerk of the Union County Com Pleas.

June 26. 1848

Union Com Pleas
June Term, 1848

Mad River Valley Branch
of State Bank of Ohio
vs
Daniel Coe, Reuben P.
Mann & John Reed
Assumpsit

Declaration

Filed Aug 3. 1848
John Cassil Clerk

Cost bill mad
A D Record

Anthony & Goode Attys

Defendants for the use of the plaintiffs, Claim in one thousand dollars for money found to be due from the Defendants to the plaintiffs on an account this and other stated between them, and for whereas the defendants afterwards on the twenty third day of April A.D. one thousand eight hundred & forty eight in consideration of the premises then & there promised to pay the said second sum of money to the plaintiffs on requests. yet they have disregarded their promises & have not paid the said second sum of money, nor either of them or any part thereof to the damage of the plaintiffs this thousand dollars and therefore they sue &c

Anthony & Goode, Attys

Court of Common Pleas June Term. A.D. One thousand Eight Hundred and forty Eight:

State of Ohio, Union County ss

The Mad River Valley Branch of the State Bank of Ohio, complains of Daniel Cox, Reuben P. Mann & John Cox in a plea of Assumpsit: For that whereas the said Defendants on the Nineteenth day of January A.D. One thousand Eight hundred and forty Eight, at Springfield, to wit: Union County. made their Bill of Exchange in writing and directed the same to the Franklin Branch Cincinnati and thereby required the said Franklin Branch, to pay to the said plaintiff, One thousand Dollars, in three Months after the date thereof, which period hath now elapsed and then and there delivered the same to the said plaintiff, And the same was then and there presented to the said Franklin Branch for payment, and the said Franklin Branch then and there refused to pay the same. all of which the said Defendants then and there had due notice, And whereas the said Defendants afterwards on the twenty third day of April AD One thousand Eight hundred & forty Eight, at the place aforesaid in consideration of the premises then and there promised to pay the amount of said Bill to the said plaintiff on request: Yet they have disregarded their promises and have not paid the amount of said Bill or any part thereof:

And also for that whereas the said Defendants, on the twenty third day of April, at the place aforesaid were indebted to the said plaintiff in One thousand Dollars, for money then and there lent by the plaintiff to the Defendants at their request, And in One thousand Dollars for money then & there paid by the plaintiff for the use of the Defendants at their request, And in One thousand Dollars for money then and there received by the Def

Suit brought on a Bill of Exchange made by Defendants to James J Claypool Cashier or order for One thousand Dollars dated January 19, 1848 & payable three months after date &c also for money had & received &c

Damages claimed as above $2000.00

Anthony & Gross Attys

Union Com Pleas

Mad River Branch of the State Bank of Ohio

vs

Daniel Coe
Reuben P. Mann &
John Reed Jr.

Filed June 30th 1848
John Cassil, Clk

Service this writ June 30. 1848 by delivering to each of the within named defendants a certified copy thereof.

Fees — mileage 40
service 75
copies 45 = $1.60

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Daniel Cor, Reuben P. Mann, and John Reed 3d

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 Mad River Valley Branch of the State Bank of Ohio

in a plea of Assumpsit damages Two Thousand — dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 27th day of June A. D. 1848.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0031

No. 48-CV-31

Union Common Pleas Court.

Michael L Sullivan
Plaintiff,

AGAINST

John M Kinney
Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT
$117 75

Journal 4 Page 121

Record No. 5 Page 256

Ex. Doc. 1 Page 494

John M. Reaves
Power of Atty.

Know all men by these presents, that I, John M. Kinney, do hereby authorize and empower any Attorney at law in the State of Ohio, to waive the issuing and service of process, enter an appearance for me and confess a judgment against me for the amount of a promissory note, executed by me to Michael L. Sullivant or order, for the sum of one hundred and fifteen dollars, fifty four cents ($115 $\frac{54}{100}$) in any Court of Record in the State of Ohio, after the 10th day of May next, and to release all error and writs of error — witness my hand and seal this 18th day of March A. D. 1848.

John M. Kinney (Seal)

John M. Thinney
ads.
Michael L. Sullivant

Union Common Pleas
June Term A.D. 1848

And the said defendant comes and says, that he cannot gainsay the action of the said Plaintiff, but confesses, that he did assume and promise, in manner and form as the said Plaintiff hath above thereof complained against him and that the Plaintiff has sustained damages by reason thereof at the sum of one hundred and seventeen dollars fifty five cents, and by virtue of a power of Attorney for that purpose executed by defendant, judgment is confessed by him for the said sum of one hundred and seventeen dollars, fifty five — cents damages and all errors and writs of error are released.

M. Beale Atty for Defendant

Union Com. Pleas
Michael L. Sullivant
vs.
John M. Thinney

Dam. $117.55
Remitted 25.09
due $92.46
Confessed by P. B. Cole Esq
Atty.

Costs
Accrue

Recorded

Brief for Plff

STATE OF OHIO, Union County Court of Common Pleas, of the Term of June One thousand eight hundred and forty eight.

Union County, Ss.

Michael L. Sullivant Plaintiff in this suit, by S. Brush his Attorney complains of John M. Kinney

Defendant in this suit, of a plea of Trespass on the Case, upon promises, &c. For that, whereas the said Defendant

heretofore, to wit: on the twelfth day of November One thousand eight hundred and forty seven at Columbus in the county of Franklin and State of Ohio, and within the jurisdiction of this Court, made certain promissory note in writing, bearing date the day and year aforesaid; and thereby then and there

For value received, Four months after date promised to pay the said Plaintiff, by the name and style of M. L. Sullivant or order, one hundred and fifteen dollars, fifty four cents.

and then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he the said Defendant in consideration thereof, afterwards, to wit, on the day and year aforesaid, at Columbus aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet.

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

And whereas, also, the said Defendant afterwards, to wit, on the first day of April in the year of our Lord, one thousand eight hundred and forty eight in the county aforesaid, was indebted unto the Plaintiff in the further 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; also in the further sum of Two hundred Dollars, for work and labor, then and there done, and materials for the same provided by the Plaintiff for the Defendant at his request; also in the further sum of Two 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 Two 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 Two 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 does neglect and refuse, to the damage of the Plaintiff of Two hundred Dollars, and therefore he brings suit, &c.

S. Brush Atty for Plaintiff

John M. Thurney's
Note $115.$\frac{54}{100}$

Credit by $15. May
20-1848.
Credit June 3d 1848
Cash ——— $10.00

($115 54/100)

Columbus, O. Nov. 12, 1847

For value received, four months after date I promise to pay M. L. Sullivant or order, the sum of one hundred and fifteen dollars, fifty four cents.

John W. Kinney

Civil/Domestic Case File

Case No. 1848-CV-0032

No. 48-cv-32

Union Common Pleas Court.

James E Kerrell
Plaintiff,

AGAINST

A Pollock et al
Defendant.

SEP TERM. 1843

JUDGMENT VS DEFENDANT
$105-00

Journal 4 Page 152
Record No. 5 Page 304
Ex. Doc. 1 Page 513

J E Hurcott
vs
A Pollock &
A C Robinson

In Debt

Filed June 28. 1848
John Russil clerk

James E. Harrott
vs
A Pollock
A C Robinson

In Debt. Debt 1000 Dollars
Damages $500 Dollars

Issue A. Summons. returnable
fourth Second forthwith, Endorse Suit brot. on
a promissory Note. under Seal. given by the
Defendants to Plaintiff or bearer. for One
Hundred Dollars. due on the fifteenth day of
June next. dated this 7th day of October 1847 — and
signed A Pollock - A C Robinson —

Also. for goods sold and
Delivered. Money had and received —

J C Doughty Atty for
Plaintiff

To the Clerk of Lancaster Jan 24 1848
Common Pleas.

Filed Sept. 19-1844
John Cassidy Clk

Due James E Harriott or bearer
on the fifteenth of June next from one
or Either of us the Sum of one hundred
Dollars for Value Received with Interest
from Date as witness our hands and seals
this 7th Day of October 1847

attest

Jacob Parthemor — A. Pollsot (Seal)
Jacob A Parthemor — A. C. Polsinson (Seal)

Served this writ June 29. 1848 by delivering a certified copy thereof to each of the within named defendants.

Fees — mileage 5
service 55
copies 30 = 90

Philip Snider Sheriff

Union Com Pleas

J E Harrott
vs
A Pollock & A G Robinson.

Filed June 30th 1848
John Cassil, Clk

And but an a joint or several promissory note under seal given by the defendants to Plaintiffs or bearer for one hundred dollars, due on the fifteenth day of June next, dated this 7th day of October 1847 and signed A Pollock & A G Robinson, also for goods sold and delivered money had and received —

A G Douglas Att for Plaintiffs

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon A. Pollock, and A. G. Robinson

to appear ~~on the first day of our next term,~~ Forthwith before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto James E. Heinott

in a plea of Debt, Debt $100,00 damages Five _____ dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 28th day of June A. D. 1818.

John Cassil Clerk.

James E. Hovatt
vs
A Pollock
and A C Robinson

In Union Common
Pleas

Debt — Ntan

Filed July 12th 1848
John Cassil Clerk

Cost bill made
Recd

Recorded

J. C. Doughty. Sweetser
Attys. for Plaintiff

State of Ohio } In Union Common
Union County } Pleas. June Term Eighteen
Hundred and forty eight

James E Harriott complains of A Pollock, and A C. Robinson in a plea of Debt, for that whereas the said A Pollock, and A C. Robinson, on the Seventh day of October Eighteen hundred, and forty seven at the county of Union made their certain writing obligatory of that date, sealed with their seals and now to the court here shown, and then and there delivered, the same to the said James E. Harriott, and thereby bound themselves jointly or severally to pay to the said James E Harriott or bearer, One hundred Dollars due on the fifteenth day of June next. which period has now elapsed. yet the said A Pollock and A C. Robinson ~~have~~ hath not paid the said sum of money nor any part thereof to the Damage of the said James E. Harriott five Dollars. and thereupon he brings suit,

by J C Dwight
his Atty

And also for that whereas the said A Pollock and A C Robinson on the ~~fifteenth~~ fifteenth day of June Eighteen hundred and forty eight, at the county of Union was indebted to the said James E Harriott in One hundred 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 Dollars for money

then and there lent by the Plaintiff to the Defendants. at their request And whereas ~~afterwards~~ the Defendants afterwards on the Sixteenth day of June Eighteen hundred and forty eight in consideration of the premises. then and then promised, to pay. the last named several sums. of Money. to the Plaintiff on request. Yet they have disregarded, their 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 Dollars. And therefore he brings suit

By L. Dougherty his Atty.

Filed Sept 27. 1848
Samuel Kirkpatrick Jr clerk

N. Y. Year

James & G. Barrett
vs
A. Pollock -
A. C. Robinson

In Union Common
pleas - September Term
A.D. 1848

Issue an execution
in the above case - in
favour of the Plaintiffs

September 26 1848

J. C. Dwight
Atty for Plaintiffs

To James Runeadee
Clerk -

Ex Docket Page 513

Ad E Hamlett
vs
A Pollack &
A G. Robinson

Debt $100.00
Dam 5.00
Costs 5.31
Writ .41

Filed April 5, 1849
Jas Kindrick Clk

Recorded

Received this writ October 21st 1848.
April 5th 1849 made on the within one hundred dollars, and by order of James C. Harriott executing returned without further proceeding

Fees — mileage 5
service .35
Boundage 2.00 = 2.40 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 Nineteenth day of September A.D., 1848 James E. Harriott recovered against A. Pollack and A. C. Robinson as well as the sum of One Hundred dollars ~~and~~ ~~cents~~ for his debt, as the sum of Five dollars and ~~[illegible]~~ cents, for his damages, as also the sum of $ 5,31 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. Pollack and A. C. Robinson you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th day of October A.D., 1848, 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 E. Harriott.

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 21st day of October A.D., 1848.

James Kinkade Jr. Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0033

No. 48-CU-33

Union Common Pleas Court.

Clinton Bank of Columbus
Plaintiff,

AGAINST

Silas G Strong,
Defendant.

MAY TERM, 1849

~~Judgment VS Plaintiff~~

Settled

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 4 Page 186 246

Record No. 5 Page 363

Ex. Doc. Page

Union Com Pleas 34

The Clinton Bank
of Columbus
vs
Silas G Strong Stephen
McLain & Ranson Clark

Scire Facias

Filed June 28, 1848
John Cassil Clk

Cost Bill Made
Record

Recorded
Vol 5 P. 363

Served this writ by delivering a certified copy thereof
to the within named Ranson Clark June 30th 1848
the other defendants not found.

Fees = mileage 5
service 35
copy 25 = 65

Philip Sniver Sheriff

The State Of Ohio Union County Ss.

To the Sheriff of Said County Greeting;

Whereas the President Directors and Company of the Clinton Bank of Columbus on the third day of October AD 1837, in our Court of Common Pleas within and for the Said County of Union, recovered a Judgment against Silas G. Strong, Stephen McLain, and Ransom Clark, in a certain action of Assumpsit, for the Sum of One thousand and fifteen Dollars and thirty cents Damages, and seven Dollars and five cents Costs, amounting in all to One thousand and twenty two Dollars and thirty five cents, Also the Sum of thirty three dollars & forty two cents, the increase Costs on said Judgment, as to us appears of record. and whereas the said Judgment still remains unsatis=fied, as we are informed by the said President Directors and Company of the Clinton Bank of Columbus, We therefore Command you that you make known to the said Silas G. Strong, Stephen McLain, and Ransom Clark, that they appear before the Judges of our said Court of Common Pleas, at the Court House in Marysville on the first Day of their next term, to show cause if any there be why the said President Directors & Company of the Clinton Bank of Columbus, ought not to have Execution against them of the Damages and Costs aforesaid, and further to do and receive what our said Court shall then and there consider of them in this behalf; and have you then there this writ,

Witness John Cassil Clerk of our said Court at the Court House in Marysville this 19th day of June AD 1848.

John Cassil Clerk

No. 48-CN-33

Union Common Pleas Court.

Clinton Pavitt, Plaintiff,

AGAINST

Silas G Livingston Defendant.

MAR TERM. 1853

Decree for Plaintiff

Journal 5 Page 206

Record No. Page

Ex. Doc. Page

=mance of the sd levey and lien of your Petitioner as afore.

Your Petitioner therefore prays that this Court order the sd Phillip Snider late sheriff — to pay to your Petitioner the sd last mentioned sum of money as afore. And your Petitioner will ever pray &c.

Powell & Buck Atty for Pettr.

April 18. 1851. Rec. due notice of the pendancy of this Petition —
P. Snider

Ex. Book 101, 1844.
" " 105, - 48
S-Cty. v. Fenny 42532 — end 119ac
" " 554 —
2 Cents 1848
v. Sept. 1849 —

83

Union Com. Plens
April Term 1851

Elisha Beach
vs
Phillip Snider

Petition —

Filed April 14. 1851
James Nichols pr clk

To the Court of Com. Pleas for the County of Union —

The petition of the Clinton Bank of Columbus respectfully represent that at the June Term (June 27th) A.D. 1840 your Petitioner recovered a decree in the Supreme Court for the in County against Silas G. Strong dal for the sum of $1188.23 and also certain sums for Penalty, costs &c which was sent to this Court for execution by a mandate, which will more fully appear by the records of this Court. On which various executions have been issued, and on or about the 25th day of April A.D. 1848, the Sheriff of the in County levied the in execution on certain lots of land being part of Survey No 2832, but which land was subject to the prior lien of a judgment & execution ~~of this Court in favor of Clark~~ and levary from the Court of Com. Pleas of the County of Wayne to the Sheriff of the in County of Union in favor of Clark Smith & Co against the in Strong, and by the in Sheriff levied on the same land recorded July 7, 1842 for $584.08 and Costs &c. That afterwards on a writ of execution (venditi) Phillip Snider Sheriff of in County of Union on the 19th day of August 1850 sold the in land to satisfy the in last mention judgment and which sale on being confirmed by the Court left in the hands of the in Sheriff the sum of $185.04 after paying the in judgment of the in Clark dal and all costs & charges, which said last mention sum of money should be paid to your Petitioner as a payment on his in decree in pur-

State of Illinois
Hancock County ss } I W A Patterson Sheriff of said County being duly sworn upon his oath says that he served a certified copy of a petition and notice on the within named Silas G Strong, at Nauvoo. on the 2th day of June A.D. 1851. of which the foregoing are true copies and further says not.

(Sign) — Wm A Patterson Sheriff

I, a Justice of the Peace in and for the said County of Hancock do hereby certify that the above named personally appeared before me signed the above affidavit and was in due form of law sworn thereto. And I further certify that the said is Sheriff of the said County as he assumes to be,

Justice of the Peace.

State of Illinois }
Hancock County } ss. I, William W. Steele County Clerk within and for said County. Certify that the above named William A. Patterson personally appeared before me. Signed the above affidavit and was in due form of law sworn thereto. And I further certify that the said William A. Patterson is Sheriff of said County as he assumes to be,

In Testimony thereof I hereunto set my hand and the seal of the County Court of which I am Clerk. at my Office in Carthage this Second day of June A.D. 1851.

W. W. Steele Cty Clerk

Union Com. Pleas
April Term 1851

Christian Dank
vs
Philip Snider

Petition
To be returned

Filed June 13, 1851
James Rickard Clerk

To the Court of Com. Pleas for the County of Union

The petition of the Clinton Bank of Columbus respectfully represent that at the June Term (June 27th) A.D. 1840 your petitioner recovered a decree in the Supreme Court for the said County against Silas G. Strong sal for the sum of $1188.23 and also certain sums for penalty, costs &c. which was sent to this Court for execution by a mandate, which will more fully appear by the records of this Court. on which various executions have been issued and on or about the 25th day of April A.D. 1848. the Sheriff of the said County levied the said execution on certain lots of land being part of Survey No. 2832. but which land was subject to the prior lien of a judgment & execution and levey from the Court of Com. Pleas of the County of Hamilton to the Sheriff of the said County of Union in favor of Clark Smith & Co. against the said Strong, and by the said Sheriff levied on the same land. recovered Feby 7. 1842. for $584.08 and costs &c. that afterwards on a writ of execution (Vendi.) Philip Snider Sheriff of said County of Union on the 19th day of August 1850 sold the said land to satisfy the said last mentioned judgment and which sale on being confirmed by the Court left in the hands of the said Sheriff the sum of $185.04 after paying the said judgment of the said Clark sal. and all costs and charges. which said last mentioned sum of money should be paid to your petitioner as a payment on his said decree in pursuance of said levey and lien of your petitioner as aforesaid. Your petitioner therefore prays that this Court order the said Philip Snider late Sheriff &c. to pay to your petitioner the said last mentioned sum of money as aforesaid. And your petitioner will ever pray &c.

Powell & Buck Atty. for Pettr.

The State of Ohio Union County ss.

I, James Kinkade Jr Clerk of the Court of Common Pleas within and for the County of Union in the State of Ohio. do hereby Certify that the foregoing is a true copy of the Original Petition in the Case of the Clinton Bank against Philip Snider, filed in this Office April 14th 1851.

In testimony whereof I hereto subscribe my name and affix the seal of said Court at Marysville this 29th day of April A.D. 1851.

James Kinkade Jr Clerk.

To Silas G. Strong.

Sir, You will please to take notice that at the next term of the Court of Common Pleas of the County of Union in the State of Ohio. Commencing June 30th 1851. the foregoing petition will be heard or as soon thereafter as the same can be heard, And the petitioner will accordingly move the Court to order the late Sheriff to pay over to the petitioner the residue of money in his hands mentioned in the said petition.

May 1st 1851. Powell & Buck Sol. for Petitioner.

Christn. Bauer
vs
Philip Snider
Bill of Exceptions

Filed June 19 1852
James Lowry Clerk

Clinton Bank — In Court of Com. Pleas for
vs. Union County. June Term 1852.
Phillip Snider } Petition to distribution of money
in the hands of the late Sheriff—

On hearing of this case before the Court upon the petition of the ais Clinton Bank; and the Court having examined the Master's Report, the writs of executions referred to in his report marked from No 1 to 16 inclusive, and also Execution Docket. Vol. 1. page 100 to 105 inclusive which is made a part of this bill of exception. And the Court having dismissed the ais petition, the Petitioner by his Counsel moved the Court for a rehearing on the ground that the decision was contrary to law, which Motion the Court also overruled, to which decisions and rulings of the Court the ais Petitioner takes this Bill of exception and prays the Court will sign & seal the same. Which is accordingly done this 19th day of June 1852.

Ben. McCaly Judge. (Seal)

In this case the said Clinton Bank prays the allowance of a writ of Certiorari, and assigns the following causes of error in the said judgment and proceedings of the said Court, to wit; —

1. That the Court of Com. Pleas ought to have allowed the prayer of the said Petitioner and distributed the said money accordingly.

II. The Court ought to have allowed a rehearing of the said case.

III. The order & judgment of the Court ought to have been in favor of the said Petitioner and not against him.

And for these & other manifest error in the said judgment & proceedings, the said Petitioner prays that the said judgment & proceedings be reversed, and that what ought to be done in the premises shall be done therein &c.

Powell & Buck attys for Petr.

Allow a writ of Certiorari herein returnable to next term of District Court of this for Brown County. Dayton Ohio Feby 10 1858

Chas. A. Dennis
Dist Judge

Filed Feby 11 1858
Jerome Lurma Clk

Copy of the Order and assignment of errors —

//

Clinton Bank
vs
Philip Snider

Petition for the distribution of money in the hands of the late Sheriff

This day came the parties by their attorneys and the court having examined the petition. the proof of the service of notice of the pendency thereof upon the parties. the Masters Report herein made with the writs of execution and Execution Docket by him in his report referred to and the court do find that the decree recovered by the said Clinton Bank against said Silas G Strong in Supreme Court as mentioned in the said report was sent by Special mandate to the court of Common Pleas and execution ordered thereon on the 7th day of July 1840: and the court having heard the arguments of Counsel thereon and duly considered the matter do refuse to order the said distribution of the said Money in the hands of said late Sheriff. and therefore dismiss the said Petition and order the petitioner to pay the costs herein taxed at

And therefore the Petitioner moved the court for a rehearing for the reason the decision of the court herein was contrary to law. which motion was overruled by the court and a bill of exceptions taken by the petitioner now placed on file

The State of Ohio Union County ss
I James Lowner Clerk of the court of common Pleas in & for the county & State aforesaid do hereby certify the above to be a true copy of the Journal Entry made in the above at June Term of said court AD 1852. Witness my hand & official at Marysville this 6th day of July AD 1852
James Lowner, Clerk

Filed Aug 17 1852 Jas Slimer Clerk Dist Court

The State of Ohio }
Union County ss }

To the Honorable the Judge of the Court of Common Pleas within and for the County of Union Greeting

We being willing for certain causes to be certified in our District Court of certain Proceedings lately in our Court before you between, The Clinton Bank of Columbus and Philip Snider upon a certain application for a rehearing of the said Clinton Bank of Columbus in a certain petition in chancery pending in said court of Common Pleas between said Clinton Bank of Columbus and said Philip Snider, do command you that if final Judgment be thereupon given then without delay you send to us in our said District Court within and for the County of Union a certified transcript of the record of the Judgment and Proceedings aforesaid with all things touching the same as fully and entirely as they remain in our said court of Common Pleas before you by whatsoever names the parties may be called therein together with this writ, so that having the same in our said District Court on the first day of the next Term thereof at the Court House in said County, we may further cause to be done thereupon what of right we shall see fit to be done

Witness James Lowner Clerk of our said District Court at Marysville this 16 day of August AD 1852

James Lowner Clerk

The Answer of the Judge of the Court of Common Pleas within named
A certified transcript of the record of the Entries and Proceedings within mentioned with all things touching the same as fully and entirely as they remain before us is annexed to this writ and herewith return as within commanded
Attest James Turner Clerk
of the Court of Common Pleas

Union Common Pleas

The State of Ohio for the use of the Fund Commissioners of Union County vs Silas G Strong and Philip Snider } April Term 1857 In Chancery

Proof of Publication of Notice filed
Continued

June Term AD 1857

The State of Ohio for the use of the Fund Commissioners of Union County vs Silas G Strong and Philip Snider } Chy

Clinton Bank vs Philip Snider } In Chancery

These cases are referred to William Lawrence Esqr as Special master commissioner in Chancery to report the facts in regard to each claim and the preferable lien or liens or equitable rights of the complainants which is ordered to make report to the next term of this court to which time these cases are continued

September Term AD 1857

Clinton Bank vs Philip Snider } on Reference to master

Continued under former order of reference

June Term AD 1852

Clinton Bank vs Philip Snider }

Petition for the distribution of money in the hands of the late Sheriff, This day came the parties by

their attorneys and the court having examined the petition, the proof of the service of notice of the pendency thereof upon the parties, the Master's report herein made with the writs of Execution and Execution Docket by him in his report referred to and the court do find that the decree recovered by the said Clinton Bank against said Silas G Strong in Supreme Court as mentioned in the said report was sent by Special Mandate to the Court of Common Pleas and execution ordered thereon on the 7th day of July 1840, and the Court having heard the arguments of Counsel thereon and duly considered the matter do refuse to order the said distribution of the said money in the hands of said late Sheriff and therefore dismiss the said Petition and order the petitioner to pay the costs herein taxed at And therefore the Petitioner moved the court for a rehearing for the reason the decision of the Court herein was contrary to law which notice was overruled by the court and a bill of exceptions taken by the petitioner now placed on file

The State of Ohio Union County ss
I James Lyons clerk of the Court of Common Pleas within and for said County of Union do hereby certify that the foregoing are true copies of the Journal Entries in the foregoing case made in the Court of Common Pleas of said County. Witness my hand and seal of office this 16th day of August AD 1852

James Lyons clerk

105

Clinton Baulk of Columbus
vs
Silas S. Curry

Damages $ 1186.23
Penalty 1186.23
Costs taxed 33.42½
Chg costs 18.80½
Increase 55.41
Writ 41

Filed August 15th 1849
James McMahon clerk

Recorded

Received this writ June 15, 1849. there being no other goods or chattles lands or tenements found whereon to levy. By order of Otway Curry Attorney for Plaintiff the first 3 lots of one hundred & nineteen acres each, only, were advertised, in the Argus a newspaper published and in general circulation in Union County, Ohio. for at least 30 days previous to the day of sale. in pursuance of said notice I afterwards. to wit; on the 14th day of August 1849 between the legal hours of ten O.clock. A. M. and four O.clock P.M. I offered said real estate for sale by public outcry at the door of the Court House in said County. not sold for want of bidders.

Fees = mileage 05
Service 35
advertg 25
Pr fee 5.00 = $5.65

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G Strong towit. part of Survey No. 2832. One Lot containing 119 Acres begining at 3 beeches and a Syme South east Corner of the Original survey north 83 degrees west 138 poles to a beech and hickory thence north 7 degrees east 138 poles to a black ash thence South 83 degrees east 138 poles to a sugartree. hickory and beech thence South 7 degrees west 138. poles to the begining one other Lot in same survey containing 119 acres begining at a sugartree hickory and beech in the East Line of said survey thence north 83 degrees west 138 poles to a black ash. thence north 7 degrees east 138 poles to 2 sugartrees and ironwood. thence south 83. degrees east 138 poles to an elm and maple thence South 7 degrees west 138 poles to the begining. One other Lot in said survey containing 119 acres begining at an Elm and maple in the east line of said survey thence north 83 degrees west 138 poles to 2 sugartrees and an ironwood thence north 7 degrees east 138 poles to 2 Elms and a beech. thence S. 83. degrees east 138 poles to 2 sugars and a hickory N. east corner to said survey thence S. 7. degrees west 138 poles to the begining. Also one other Lot in said survey containing 119 acres begining at 3 Elms and a beech in the north line of said survey. thence south 7 degrees west 138 poles to 2 sugars and an Ironwood thence north 83 degrees west 138 poles to 3 beeches. thence north 7 degrees East 138 poles to a hickory and elm in the north line of said survey thence South 83. degrees East 138 poles to the begining. Also one other Lot in said survey containing 119 acres begining at a black ash N. east corner of a Lot conveyed to John Perkins. thence with his line north 83 degrees west 138 poles to a Burr Oak and water beech thence north 7 degrees east 138 poles to 3 beeches thence south 83 degrees east 138 poles to 2 sugars and ironwood thence south 7 degrees west 138 poles to the begining said 5 Lots aforesaid containing 595 acres.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors & Company of the Clinton Bank of Columbus,

the sum of Eleven Hundred and Eighty Eight dollars and twenty three cents ~~for~~ the Amount of a decree heretofore rendered in the Supreme court of said County on the 27. day of June 1840, upon a certain Judgment ~~(damages together with costs, with interest thereon from the day of A.D. 184 until paid, which late in our said Court the said~~ ~~$ in the Court of Common for Pleas of the County aforesaid. in favor of the said President~~ Directors & Company of the Clinton Bank of Columbus. & against the said Strong & others & interest thereon (after deducting the sum of $47. 34/100) also the sum of $118. 23/100 penalty ~~recovered against the said~~ together with $33.42½ for costs at Law. & $18. 80½ Chancery costs. with interest thereon from the 27th day of June 1840. until paid

as of record is manifest. Also, $ 55.[illegible] - - - - - - increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

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

Witness, ~~JOHN CASSIL~~ James Kirkadoff, Clerk of said Court at the Court House in Marysville, this 16th day of June A.D. 1849

James Kirkadoff Clerk

Union District Court

Clinton Bank

vs.

Philip Snider

Citation

Filed August 17 - 1852

James Turner Clerk

I acknowledge service of the within writ
Aug 17. 1852
Philip Snider

The State of Ohio }
Union County ss }

To the Sheriff of said County
Greeting

We commance you that you make known to Philip Snider that he be before the Judges of our District Court within and for the said County of Union at the Court House in said County on the first day of their next Term to show cause if any there be why the certain application for a hearing of the Clinton Bank of Columbus in a certain petition in Chancery pending in the court of Common Pleas of Union County between said Clinton Bank of Columbus and said Philip Snider at the June Term thereof A D 1852 then pending in said court between the said Clinton Bank of Columbus and the said Philip Snider and which Judgment on complaint of the said Clinton Bank we have lately by our writ of Certiorari caused to be brought in to our said District Court should not be reversed and nullied and altogether held for nothing &c

Witness James Turner Clerk of our said District Court at Marysville this 16 day of August A D 1852

James Turner Clerk

Union Com. Pleas 13

Clinton Bank Col

vs

Silas G. Drake
Stephen McDan &
R. Crank

Dem	$1188.23
Penalty	118.23
Cost	52.23
Increase,	23.58
	41
Service —	$0.35
Mileage —	4

Filed Aug 19. 1845
John Brasier Clk

18 Aug 1845

Received this writ August 18th 1845

it is my opinion that that the Lands and tenaments Levied on in this Execution is insufficient to satisfy the within Judgment - I their upon Levy upon the following described 595 acres of Land to wit 5 Lots of Land Containing 119 acres Each - Part of Survey No 2832. First Lot Begining at 2 Beaches & Lynn South East Corner of the original Survey, N 83° W 138 poles to a Beach & Hickory thence N 7° E 138 poles to a Black ash, thence S 83° E 138 poles to a Sugartree Hickory & ash thence S 7° E 138 poles to the Beginning Containing 119 acres - 2nd Lot Beginning at a Sugartree Hickory & Beach in the East Line of said Survey thence N 83° W 138 poles to a Black ash thence N 7° E 138 poles to 2 sugartree & ironwood thence S 83° E 138 poles to an Elm & Maple thence S 7° W 138 poles to the Beginning

Containing 119 acres - Lot 3rd Beginning at an Elm and Maple in the East Line of said Survey, thence N 83° W 138 poles to 2 sugartrees & an Ironwood thence N 7° E 138 poles to 2 Elms & a Beach thence S 83° E 138 poles to 2 sugars & Hickory North East Corner to said original Survey thence S 7° W 138 poles to the Beginning Containing 119 acres 4th Lot Beginning at 2 Elms & a Beach in the North Line of said Survey thence S 7° W 138 poles to 2 sugartrees & an Ironwood thence N 83° W 138 poles to 3 Beaches thence N 7° E 138 poles to a Hickory & Elm in the North Line of said Survey thence S 83° E 138 poles to the Beginning Containing 119 acres. 5th Lot Beginning at a Black ash North East Corner to a Lot Conveyed to John Perkins thence with his Line N 83° W 138 poles to a Buroak & water Beach, thence N 7° E 138 poles to 3 Beaches, thence S 83° E 138 poles to 2 sugars & Ironwood thence S 7° W 138 poles to the Beginning Containing 119 acres - said 5 Lots containing 595 acres of Land More or Less —

Made the above Levy August 19th A D 1845

Not appraised Nor offered for sale for want of time —

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of Silas G. Strong Stephen McLain + R. Clark. viz 230 acres Survey No 5504. Beginning at a white oak and Sugar tree thence S 12° 20' E 184 poles to an Ironwood and beech corner to a lot owned by Ebenezer Mather thence S 80 W. 214 poles to a lynn + Sugar N. West corner to a lot owned by James Reynolds thence N 10 W. 107 poles to a stake thence N 80 E. 116 poles to a stake thence N 104 poles to the begining. — Also 106. acres on the Dublin Road, also 18 acres Survey No 3551. —

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

the sum of $118.23 ~~Damages + $118.23~~ Penalty

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

~~damages~~, together with $ 52.23 for their costs, with interest thereon from the 27 day of June — A. D. 1840 until paid, which late in our said Court the said Clinton Bank of Columbus recovered against the said Silas G. Strong Stephen McLain + Ramon Clark as of record is manifest. Also, $ 23.58. increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 18. day of Aug A. D. 1845.

John Cassil CLERK.

12

Ex. Docket No. 2 page 12

Clinton Bank
vs
S. G. Strong, S. McLain
& R. Clark

Apl 15 48

Debt	$1188, 23
Penalty	118 23
Costs at Law	33 42½
Chancery Costs	18 80½
Increase	19.93
	41

Serv	35
Mile	05
Ad	25
	65
Prefee	3.00
	$3 65

Filed May 28th 1845
John Cassil Clerk

Received this writ April 18th 1845 — Offered the property (described within) for sale at the Court House door on the 26. day of May 1845 having previously advertised according to law but no sale made for want of bidders
Wm McFobrion Sheriff Mcc

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those Lands & tenements of Silas G. Strong, to wit; 106 acres of survey No. 3351 begining at a stake & Hickory tree on the Dublin Road, corner to a lot owned by Adam Wolford; thence N. 55 W. to a stake corner to a lot formerly owned by Jason Rice; thence with the line of the Rice Lot S. 35 W. 214 poles to a sugar tree in the line of J. Mathiot Land thence S. 11 E. 30 poles to an ash & Lynn corner to said Mathiots Land thence N. 80 E 96 poles to a stake thence N. 35 E. 101 poles to the Begining. Also 18 acres survey No. 3351 bounded East by land of Ira Wood, Decd. South by the Hinton Road, West by the Land of W. Ward, & North by the Delaware Road

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors & Co. of the Clinton Bank of Columbus the sum of one thousan one Hundred & eighty eight dollars and twenty three cents, for their damages, together with $ 33,42½ for their costs, with interest thereon from the 27 day of June A. D. 1840 until paid, which late in our ~~said~~ supreme Court the said Plaintiffs recovered against the said Silas G. Strong, Stephen McLain & Ranson Clark as of record is manifest. Also, $ 19,93 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 15th day of April A. D. 1845.

John Cassil CLERK.

Rec'd this writ - May 2nd 1844. - Offered the property for sale. June 25. 1844. having previously advertised the same according to law, But No Sale for want of Bidders
June 25. 1844.
M. M. Steele Sheriff

Union Com Pleas No 2,98

Clinton Bank
vs
S. G. Strong - D. McLain &
R Clark

Decree	$1188.23
Penalty	118.23
Costs at Law	38.42½
Chancery costs	18.80½
Increase	16.46
This writ	.41

Serv	35
Mile —	05
Adv	25
	.65
Sr. fee	2.00
	2.65

Filed June 25. 1844
John Carrie Clerk

May 2nd 44

11

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those Lands and tenements of Silas P. Strong Stephen McLain and Ranson Clarke, to wit; 106 acres of land survey No 3351 beginning at a stake & hickory tree on the Dublin Road, corner to a lot owned by Adam Mefford; thence N 55 W. to a stake corner to a lot formerly owned by Jason Rice; thence with the line of the Rice lot S 35 W. 214 poles to a sugar tree in the line of J. Matthews land; thence S 11 E 30 poles to an ash & hyne, corner to S. Matthews lot, thence N 80 E 96 poles to a stake thence N 35 E 101 poles to the Beginning Also, 18. acres Survey No 3351, bounded east by lands of Ira Wood deceased, South by the Linton road W by W Wards land & North by the Delaware Road, Having

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors & Company of the Clinton Bank of Columbus the sum of one Thousand one Hundred and Eighty Eight dollars and Twenty three —— cents, for their damages, together with $ 33.42½ for their costs, with interest thereon from the 27 day of June A. D. 1840 until paid, which late in our ~~said~~ Supreme Court the said Plaintiffs by Decree recovered against the said Silas P. Strong, Stephen McLain & Ranson Clarke as of record is manifest. Also, $ 16.46/100 —— increase of costs, and the accruing costs also $118.23 penalty at law and $18.20/100 Chancery costs

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

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

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

John Cassil —— CLERK.

Recd this writ Nov. 18 1843. Offered the property levied on in this case at the Door of the Court House in Marysville, (viz 106 acres of land Survey No 3351. beginning at a stake & hickory tree on the Dublin Road, corner to a lot owned by Adam Wolford; thence N. 55 W. to a stake corner to a lot formerly owned by Jason Rice; thence with the line of the Rice lot S 35 W. 244 poles to a sugar tree in the line of J. Matthiotts land; thence S 11 E 30 poles to an ash & Sypmr. corner to Sd Matthiotts lot. thence N 80 E 96 poles to a stake thence N. 35 E 101 poles to the Beginning

Also. 18. acres Survey No 3351. bounded east by land of Ira Woods decd South by the Hinton road W. by W. Wards land & ~~East~~ North by the Delaware Road) Having previously advertised the same according to Law and having the first mentioned tract appraised at 14$ per acre & the 2d tract or 18 acres at $20. pr acre, by the Oaths of W. Wason W. H. Frank and James Turner, But no Sale for want of Bidders, March 19. 1844. W. W Steele Sheff

Ex. Docket No. 2 page 10

Clinton Bank
vs
J. J. Moore, et al

Debt	$1188.23
Costs at law	33 42½
Penalty	118 23
Chancery costs	18 80½
Increase	10 70
Misc	1 41

Service	35
Mile	10
Inquest	1.00
App. Rot	15
Advty	25
Sheff fee	1.85
Sr. fee	2.00
Appr. fee	1.50
Total	$5.35

Filed March 19, 1844
John Coffee Clerk

18 Nov 43

10

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands and tenements of Silas G. Strong, Stephen McLain and Ransom Clark, and that you have the same reappraised,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President Directors & Company of the Clinton Bank of Columbus the sum of eleven hundred and eighty eight dollars and twenty three cents, for their damages, together with $ 33,42½ also $ 118,23 penalty at law, and $ 18,80½ Chancery costs for ~~his~~ costs, with interest thereon from the 27 day of June A. D. 1840 until paid, which late in our ~~said~~ supreme Court the said Plaintiffs by Decree recovered against the said Silas G. Strong, Stephen McLain and Ransom Clark as of record is manifest. Also, $ 10,70 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 19th day of Nov. A. D. 1843

John Cassil CLERK.

9

Union Com. Pleas – page 124.

Clinton Bank

vs.

Silas G. Strong et al.

Decree, . . .	$1188.23.
Costs at law, —	33.42½
Penalty, - - - -	118.23
Chancery Costs, - - -	18.80½
Increase, — —	9.48
This writ, —	0.41

124 23 May 1843

Recd this writ May 23. 1843. – Advertised property for sale July 1st 1843. Not sold for want of bidders July 1st 1843 W. H. Gleckshaff

Adv	1.75
serv	35.
Mile	5
	48.60

Filed July 1st 1843
John Capsil Clerk

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

We command you to expose to sale those lands and tenements of Silas G. Strong, Stephen M'Lain and Ransom Clark,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President, Directors & Co. of the Clinton Bank of Columbus,

the sum of $1188.23 Damages - Also, $118.23 penalty, and $33.42½ costs at law, and $18.80½ costs in Chancery,

with interest thereon from the 27th day of June, A. D. 1840, until paid, Also, $ ~~[illegible]~~ 9.48 increase of costs, which late in our ~~said~~ Supreme Court the said Clinton Bank by decree recovered against the said Silas G. Strong, Stephen M'Lain and Ransom Clark, as of record is manifest. ~~And if in your~~ opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforsaid will be sufficient to satisfy said ~~judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Plaintiffs.

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this 23d day of May,

A. D. 1843.

John Cassil, Clerk.

14

Union Court Pleas 13

Clinton Bank

vs

Silas G. Strong Steph
McLain & R. Clark

Judgement	$1306.46
Costs	52.33
Increase	24.39
This writ	.41
Service	$0.35
advertising	25
Mileage	5
	65
Printing fee	4.00
	4.65

Filed Oct 28. 1845

Joh Cassil Clk

advertised entered

Received this writ Sept 22nd 1845

Advertised the within described Real Estate as the Sheriff requires - and offered the same for sale by public vendue at the door of the Court House in the County of Union and State of Ohio - on the 27th day of October 1845 between the legal hours, and not sold for want of bidders —

Wm McKinzie Sheriff of Union County

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Goods Chattles Lands & Tenements of Silas Q. Strong Stephen McLain & Ransom Clark viz: 106 acres, Survey No 3351. Beginning at a Stake & Hickory tree on the Dublin Road corner to a lot owned by Adam Wolford thence N 55 W. to a Stake corner to a lot formerly owned by Jason Rice, thence with the line of the Rice lot S 55 W. 214 poles to a sugartree in the line of J. Mathiotts land thence S 11 E 30 poles to an ash & Sycm. corner to said Mathiotts lot thence N 80 E. 96 poles to a Stake thence N 35 E. 101 poles to the Beginning also 18 — Acres Survey No 3351. bounded E by lands of J. Wood decs S by the Hinton Road W. by Mr Wards Land & N. by the Delaware Road also 5 lots of Land Survey No 2832 - Containing 119 acres each — (for a discription see Sheriffs returns, recorded on page 149. Execution Docket No 2).

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Clinton Bank of Columbus.

the sum of Thirteen hundred Sixe ——— dollars and Forty Sixe — cents, for their damages, together with $52.33 & Penalty for their costs, with interest thereon from the 27 day of June A. D. 1840 until paid, which late in our said Court the said Clinton Bank of Columbus recovered against the said Silas Q. Strong Stephn McLain & Ransom Clark as of record is manifest. Also, $24.39 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 22nd day of Sept: A. D. 1845.

John Cassil CLERK.

Ex Docket Page 1.85

Christian Bank
vs
Levy & Otway, Copartners
Return 12 Calendar

Sum	$1306.46
Costs	52.33
Ins	34.45
Order of Sheriff —	1.41

21 Oct 47

15

Filed April 25, 1848
John Cassidy Clk

Recorded

Nil

15

Received this writ October 21st 1847.
By virtue of this writ I had the within described real estate appraised by the oaths of C. W. Rozette Thomas Turner & B Welch. as follows. to wit: the lot containing 106 acres at twelve dollars per acre and the lot containing 18 acres at $17.00 per acre. January 21. 1848. and had the within described lots of 119 acres each appraised by the oaths of Jeremiah Baughan, Isaac Thirp and Mordecai Baughan the 7 March 1848 at two dollars per acre. I afterwards advertised the same for sale by publication in the Argus A Newspaper published and in general circulation in Union County for at least thirty days previous to the day of sale. I afterwards. to wit: on the 8th day of April A.D. 1848. between the legal hours of ten O'clock. A.M. and four o'clock P.M. offered the within described real estate for sale by public outcry at the door of the Court House in Marysville and sold to Jas. S. Alexander the lot containing ~~106 acres at 12 dollars per acre and the lot~~ containing 18 acres at $11.33⅓ per acre he being the highest and best bidder therefor and that being two thirds the appraised value thereof. the ballance not sold for want of bidders.

Fees. mileage	5
Inquest	1.00
Appraisers fee	3.00
Printers fee	7.50
Service	.35
Copy of appraisement	.25
advertising	.25
Poundage	$4.08

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Silas G. Strong, Stephen McLain & Ransom Clark. to wit, 106. acres Survey No 3351. beginning at a stake & hickory tree on the Dublin road corner to a lot owned by Adam Wolford thence N. 55 W. to a stake corner to a lot formerly owned by Jason Rice thence with the line of the Rice lot. S 55 W. 214 poles to a sugartree in the line of J. Mathiots land thence S 11 E. 30 poles to an ash & lynn corner to said Mathiots lot thence N 80. E. 96 poles to a stake thence N. 35 E 101 poles to the beginning. also 18 acres Survey No 3351. bounded E by lands of J Moore decd, S by the hinton road W. by Mr Wares land & N. by the Delaware Road. Also 5 lots of land Survey No 2832 Containing 119 acres each — for Description See Execution Docket Page 103 — And that you have the same reappraised —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy the Clinton Bank of Columbus — — — the sum of Thirteen Hundred & Six — dollars and forty six cents, for their damages, together with $ 52.33 for their costs, with interest thereon from the 27th day of June A. D. 1840 until paid; which late in our said Court the said Clinton Bank of Columbus recovered against the said Silas G. Strong Stephen McLain & R. Clark as of record is manifest. Also $ 34.45 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Clinton Bank of Columbus.

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 21st day of October A. D. 1847.

John Cassil CLERK.

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the ~~Court of Common Pleas~~ Supreme Court of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 27th day of June A.D., 184 0 The Resident Directors & Company of the Clinton Bank of Columbus a decree in Chancery for recovered against Silas G. Strong, the sum of Eleven thousand eight hundred eight dollars and twenty three cents, the amount of a certain judgment therefor rendered in the Court of Common pleas of the County aforesaid in favor of the said Resident Directors & Company of the Clinton Bank of Columbus against said Strong & others, & interest thereon after the date thereof the sum of $11,823.84 i/100 and as well as the sum of also the sum of 118.23 i/100 penalty, together with $33.43 7/10 per cent at law and $18.80 7/10 Chancery costs, ~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~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 Silas G. Strong

you cause to be made the ~~debt, damages and costs~~ amount of said decree, penalty & costs aforesaid, with interest thereon from the 27th day of June A.D., 184 0, until paid; also the sum of $ the costs of increase on said ~~Judgment~~ Decree, 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 Resident Directors and Company of the Clinton Bank of Columbus.

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 April A.D., 184 8.

John Cassil Clerk.

16

16

The Clerk of Bleach
v. Executor
vs
dem. & Strays

Fees mileage & Levies 34
Serv 35
Philip Snider Sheriff

Noncedet

Received this writ April 25th 1848. there being no goods or chattles found whereon to levy. I therefore levied on the following described real estate to wit: 260 acres of land lying in Union County, Ohio. of Survey No 3351. bounded as follows begining at an ash sugar tree & lynn in the original south line of said survey & corner to Joshua Mathiots land thence N. 10 W. along Mathiots line 152 poles to a stake corner to a lot formerly owned by Stephen McClain thence E 30 poles thence N 90 poles crossing the road at 75 poles to a stake thence W 22 poles to a stake in the East line of what is known as the Steam mill lot thence north 16 poles to a stone in Mill creek thence down Millcreek with the meanders thereof 160 poles to a stone 4 poles due west from a large sugar tree thence east to said sugar tree. thence South 5. E. 73 poles to an Elm & buckeye in the Waldo state road. thence with said state road south 80 poles to the centre of the Delaware road thence south 64 W 4 poles to the centre of the Dublin Road thence with the Dublin road S fifty five degrees East 177 poles to a hickory corner to a lot owned by Adam Wolford thence S 33 W 152 poles to an Elm in the original south line of said survey thence with said South line S 80 W 104 poles to the begining. Also part of survey No 2832. one lot containing 119 acres, begining at 2 beeches and a lynn, south east corner of the original survey north 83 degrees west 138 poles to a beech and hickory thence north 7 degrees east 138 poles to a black ash thence thence South 83 degrees east 138 poles to a sugar, hickory and beech, thence south 7 degrees west 138 poles to the begining. One other lot in same survey, containing 119 acres begining at a sugartree hickory and beech in the east line of said survey thence north 83 degrees west 138 poles to a black ash thence north 7 degrees east 138 poles to 2 sugar trees and Ironwood, thence south 83 degrees east 138 poles to an Elm and maple, thence south 7 degrees west 138 poles to the begining. One other lot in said survey containing 119 acres begining at an elm and maple in the east line of said survey, thence north 83 degrees west 138 poles to 2 sugartrees and an Ironwood, thence north 7 degrees east 138 poles to 2 Elms and a beech, thence S 83 degrees east 138 poles to 2 sugars and a hickory N east corner to said survey thence S 7 degrees west 138 poles to the begining. Also one other lot in said survey containing 119 acres, begining at 2 elms and a beech in the north line of said survey, thence south 7 degrees west 138 poles to 2 sugars and an Ironwood, thence north 83 degrees west 138 poles to 3 beeches, thence north 7 degrees east 138 poles to a hickory and Elm in the north line of said survey, thence south 83 degrees east 138 poles to the begining. Also one other lot in said survey containing 119 acres begining at a black ash N. east corner of a lot conveyed to John Perkins thence with his line north 83 degrees west 138 poles to a burr oak and Water beech thence north 7 degrees east 138 poles to 6 beeches, thence south 83 degrees east 138 poles to 2 sugars and Ironwood thence south 7 degrees west 138 poles to the begining said 5 lots last aforesaid contain 595 acres. April 25th 1848. by order of Plaintiffs attorney returned without further service

Philip Snider Sheriff

Union Com. Pleas

Clinton Bank
vs No 9.

S. G. Strong
Stephen McLain
Ransom Clark

~~Judg. $1246.00~~
~~Costs 7.05~~

Damages $906.97
Costs 7.05
Increase 20.17
Writ 35

Serv 35
Ret Fee 3.25
Writ Fee 2.25
$5.85

Filed May 20. 1840
J H Gill Clk

No 5

Alfred D. Sawyer & Ira Pierce
Attorneys for Plaintiff
Attorneys for defendants
Counsel for Defendants

D. L. Morey Carrier

The State of Ohio, Union County, ss,
To the ~~Sheriff~~ Coroner of said County Greeting:

WE command you to expose to sale those lands and Tenements of Silas G. Strong Stephen McLain and Ransome Clark to wit part of Survey No. 3351 bounded on the north by the Dublin Road on the east by land owned by Ira Reynolds on the west by land deeded to S. G. Strong by Lason Rice supposed to contain 98 acres. also another lot supposed to contain 18 acres part of Survey No 3351 bounded on the north by the Delaware Road on the East by land owned by Ira Wood, on the South by the Hinton Road and on the west by land owned by William Ward

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors & Co of the Clinton Bank of Columbus the sum of nine hundred and six dollars & 97/100 damages and $7.05 costs

with interest thereon from the 30 day of October A. D. 1837 until paid.

Also, $20.17 increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said Strong McLain and Clark

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

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 9th *day of* November A. D. 1839.

James H. Gill Clerk.

Ex. Docket No 1. Page 126

Clinton Bank

v

Silas G. Strong
Steph McClain
Ransom Clark
damages & $1015.30
costs 7.05
Interest 26.43
Ent 35

Rec'd this writ Dec 27. 1841
Advertised property for sale
March 7. 1842 not sold for
want of bidders

W M Steele Shff

Serv 35
Mile 5
Adv 325
3.65

Filed March 11. 1842
James H. Gill Clerk

6

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of October A. D., 1837. The President & Directors &c of the Clinton Bank of Columbus

recovered against Silas G. Strong Stephen McLain & Rawson Clark

as well the sum of one thousand and fifteen dollars and thirty cents, for three damages, as the sum of $7.05 for three costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof~~, of the lands and tenements of the said Silas G. Strong which the Coroner Jas. W. Stale and which he returned not sold

you cause to be made the damages and cost aforesaid with interest thereon from the 30 day of October A. D., 1837. until paid. Also, the sum of $2.60 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President Directors &c of the Clinton Bank of Columbus

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 27th day of December A. D., 1841

Attest: James H. Gill CLERK.

Filed Aug. 29. 1842
James H Gee Clerk

7

Docket 101 Page 41247

Clinton Bank
v
Silas G Strong
~~A. Wason~~
~~C. Lee~~
~~J. McCain~~

Debt $1188.23
costs at law 33.42½
penalty 118.23
Clk ~~Sup~~ costs 18.50½
writ 1.00

Advertised Town Lots for sale July 30. 1842
Not sold for want of bidders. Land for sale Aug 29. Offered for sale Aug 29, & not sold for want of bidders. W W Stark Sh
The property is sufficient to pay the debt in my opinion W W Stark Sh

Serv 35
Advtg 1.75
2.10

Rec'd June 6. 1842

30.31842 Sale July 30

The State of Ohio, Union County, ss.

To the Sheriff of said County Greeting:

WE command you to expose to sale those Lands & tenements of Silas G. Strong

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors & Co of the Clinton Bank of Columbus the sum of $1188.23 Damages also $118.23 penalty & $33.42 p cost at law and

with interest thereon from the 27th day of June A. D. 1840 until paid. Also, $4.41 increase of costs, which late in our Supreme Court the said Clinton Bank recovered against the said Silas G. Strong

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

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 6th *day of* June

A. D. 1842

James H. Gill Clerk.

Union Common Pleas. 8

Clinton Bank
vs.
Silas G. Strong.

Nov 19. 42

Decree,	$1188.23
Costs at law,	33.42½
Penalty,	118.23
Chancery costs,	18.80½
Increase,	6.92
Writ,	0.41

Recd this writ Nov. 19. 1842
Offered property for Sale March
25. 1843. having advertised the
same according to law, Not
Sold for want of bidders,
W W Steele Sheriff

The Property is Sufficient
in my opinion to pay the
debt — W W Steele

Serv 35
Mile — 05
Advt 1.75
2.15

Filed March 27th 1843
John Cajet. Clerk

8

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands and tenements of Silas G. Strong,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President, Directors & Co. of the Clinton Bank of Columbus,

the sum of $1188.23 Damages: Also, $118.23 penalty, and $33.42 1/2 Costs at law, and $18.80 1/2 Costs in chancery,

with interest thereon from the 27th day of June A. D. 1840, until paid. Also, $ 6.92 increase of costs, which late in our ~~said~~ Supreme Court the said Clinton Bank by decree recovered against the said Silas G. Strong,

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

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

Witness, ~~Lewis H. Gill~~ John Cassil, Clerk of said Court, at the court-house aforesaid, this 19th day of November, A. D. 1842.

John Cassil, Clerk.

Union Com. Pleas

Clinton Bank
vs
Silas G. Strong

Damages $ 906.97
Costs 7.05½
Increase 12.47
mit 35

printing 3 00
writing and 2 50
levy & desent 3 50
for appraising 1 50
50 cts each

Filed July 12. 1839
James H. Lewis Clk

Nov 7. 1839. 13 acres

No 4

Received this writ this 16th day of June 1839 levied upon a piece of land situated in Dublin township and described as follows to wit, Dublin Road and bounded north by the Dublin Road, south by land of the Heirs of Thomas and west by land sold to said Strong by the said Defendant by deed of bargain and sale and appraised the same by the said Defendant at fifteen dollars per acre also a lot of land being part of section No 3551 supposed to contain eighteen acres bounded on the north by the Delaware road on the east by land owned by Joseph Hare on the west by the Dublin road on the south by land owned by William Hare and also the south half of the road adjoining same by the entry of Peter Wood James & Perry and P. B. Smith out twenty five dollars damage on which to levy

Samuel C. Stecher Constable

and exhibited for sale to the highest bidder at public vendue on the twelfth day of October 1839 for sale on the premises

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Clerk of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 30 day of October A. D. 1837 The President Directors & Co of the State Bank Columbus recovered against Silas G. Strong Stephen McLain and Ransom Clark

as well the sum of Nine hundred and six dollars and ninety seven cents, for their damages, as the sum of $7.05 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Defts

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also the sum of $12.47 the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Plffs

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

WITNESS JAMES H. GILL, Clerk of said Cou

at the Court-House aforesaid, this 29th

day of Sept A. D. 1839

ATTEST: James H. Gill Clerk.

7.55
35
7.90
20.17

Union Common Pleas 2

Clinton N Bank

vs

Silas G. Strong

Judgt	$906.97
Costs	1.05
mit	35
	$914.37½

Filed Oct 26th 1838

Jas H. Gill Clk

Writs fee	2.25
Writing advertisement	2.50
levy	35
Levis	35
appraisement	1.50
	4.70
	2.25
	6.95

Levy set aside

No 2

Received this writ July 30th 1838

accordingly I sold on the 26th of October since

after public sale according to advertisement

that is to say the right of buyer

Geo Steele Coroner

Oct 26th 1838

NOTICE.

By virtue of an execution to me directed, I will offer at public sale at the door of the Court-house in Marysville, Union county, on the 26th day of October, A. D. 1838, the following described real estate, to wit: 230 acres of land, part of survey No. 5504, beginning at a white oak and lynn, thence S. 12 deg. 21 min. E. 184 poles to 2 ironwoods and beech, corner to a lot owned by Ebenezer Mather, thence S. 40, W. 214 poles to a lynn and sugar, north-west corner to a lot owned by Jas. Reynolds, thence N. 40, W. 107 poles to a stake, thence N. 80, E. 116 poles to a stake, thence N. 80, E. 104 poles to the beginning, taken as the property of Silas G. Strong, in favor of the Clinton Bank.

J. W. STEELE, Coroner.

Marysville, Sept. 7, 1838. 13 6w

No 14

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 3d day of October A. D. 1837 The President & Directors &c of the Clinton Bank of Columbus recovered against Silas P. Strong Stephen McLain and Ransom Clark as well the sum of nine hundred and six dollars and ninety seven cents, for their damages, as the sum of $ 7.05½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas P. Strong Stephen McLain and Ransom Clark you cause to be made the damages and costs aforesaid, with interest thereon from the three day of October A. D. 1837, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President Directors &c of the Clinton Bank of Columbus

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

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this 30th
day of July A. D. 1838

Attest: Jas H. Gill *Clerk.*

Received this 30th July 1838
no goods found
levied on a tract of land being a part
of lot 77 containing 2½ acres contained in the
following bounds beginning at a white oak & stake
thence S 49° E 184 rods to an iron wood & a stake
thence N 50° E 92½ rods to a stake & stone thence N 49° W
to a lot sold by James McLaughlin thence
to a stake & stone thence S 49° W 184 rods to a stake
thence N 50° W 92½ rods to the beginning

Union Com. Pleas #3

Clinton Bank

vs

Silas G. Strong et al.

Dam.	$ 906..97
Costs	7..05 1/2
Increase	7..50
Writ	..35
Serois	35
advertisement	1 87½
printing cost	2 50

Filed Sept 25. 1839

Jas. H. Gillette

No. 20

No 3

Received this Writ Sherriff 6th 1839 advertised for sale on the 4 day of March and offered for sale according to advertisement but no sale for want of bidders

10 Stock taken

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 28 day of October A. D. 1837 The president Directors and Co. of the Clinton Bank of Columbus

recovered against Silas G. Strong Stephen McLain and Ransom Clark

as well the sum of nine hundred and sixty dollars and ninety seven cents, for their damages, as the sum of $ 1.05½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said Defendants which you lately took into your possession at our command on an Execution, and which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $7.50 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The president Directors and Co of the Clinton Bank of Columbus

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

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this 13th
day of Nov. A. D. 1838

Attest: Jas H Gill Clerk.

this writ received November 3 6

Nov 10. 1837 proceeded to Levy on 7 - 2 year old Steers
2 Do Heiffers
2 Yearling Steers
2 Do Heiffers
1 Spring Calf
1 follow Cow
1 Yearling Mare Colt
5 Stacks Hay
1 Lot of Hay in the Barnack
2 Stacks of wheat
1 Gray Horse
1 Yoke of Oxen
1 Ox Waggon
1 Pleasure Waggon & Harness
1 Saddle
12 Head Fatting Hogs
1 old Sow & Nine Pigs
1 Lot of Shingles

1 Lot of oak plank
1 Lot of ash plank
1 Lot of walnut plank
1 Cooking Stove & utensils
1 Pearlash Kettle
1 Old clock
1 Scythe & Trimmings
2 Sickles
5 Shoats

Union Com. Plead
Clinton Bank bal
vs
Silas G. Strong et al

Judg - - - -	$1015.30
Costs - - - -	0.50½
Writ - - - -	3.25
	$1018.70½

Serve — 35
Levy — 35

Filed April 19th 1838
Lewis H. Gil Clerk

5.55
.35
6
.17
26.43

Returning Officer by Chipmunk
J. L. Stile Esqr

No 1

State of Ohio
Union County ss

To the Coroner of said County Greeting
We command you that you cause to be levied of the goods and chattles in your Bailiwick of Silas G. Strong Stephen McLain and Ransom Clark the sum of $1022,35½ which by the Judgment of our Court of Common Pleas within and for the County of Union at the Oct Term thereof 1837 The Clinton Bank of Columbus recovered against the said Silas G. Strong Stephen McLain and Ransom Clark with interest thereon from Oct 30 1837 until paid and the accruing costs, and for want of goods and chattles that you cause the same to be levied of the lands and tenements in your bailiwick of the said Silas G. Strong Stephen McLain and Ransom Clark. and have that money before our Court of Common Pleas on the first day of their next Term to render unto the said President Directors &c of the Clinton Bank of Columbus and have then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for said County of Union this 21st day of October 1837

James H. Gill

Strong
vs
Clinton Bank
Copy of
Decree in Supreme
court

1

In Supreme Court June 27. 1840

Silas G. Strong
vs
The President Directors and Company of the Clinton Bank of Columbus

this Cause Came on to be heard upon the bill ~~[illegible]~~ Answer, testimony, &c and was argued by Counsel and the Court having seen and inspected the bill answer testimony &c and maturely considered the premises. are of Opinion, that the Law and equity of the Case, are with the defendants. It is therefore. Ordered. adjudged and decreed by the Court that the Injunction heretofore Granted in this Cause be dissolved. and said bill dismissed. and it is further Ordered that said Complainants do within Sixty days from the rising of this Court. pay to the said Defendants the Sum of Eleven hundred and eighty eight dollars. twenty three cents, the amount of the Judgment at Law, and interest thereon after deducting the sum of $47.84. paid on the 19th of May AD 1840. and also pay the Sum of One hundred and eighteen dollars twenty three cents. penalty at 10 per cent. on the amount now due on said Judgment and interest and the further Sum of $33..42½ the Costs of the Judgment at Law. and in default thereof, that Execution issue therefor as at Law. and it is further Ordered, that said Complainant pay the Costs herein expended. and in default thereof, that Execution issue therefor at at Law and it is further ordered, that a Special Mandate issue to the next Court of Common Pleas. of this County, to Carry this decree into Execution,

Clinton Bank
vs
S. G. Strong et als

Filed June 1
Order dismissed
19 Oct. 67

No 10074
Robt. Hodgson
v
Geo. A. Jones

No 11.

Report

Clinton Bank
&
Other Incidental

Filed April 7 1852
James Turner Clerk

The State of Ohio Union County ss
Court of Common Pleas

The State of Ohio for the Use of the Fund Commissioners of Union County
vs
Silas G String
Philip Snider Sheriff of Union County

Bill in Chancery Filed Feb. 4. 1851 to compel distribution of $185.04 in hands of said Sheriff -

The Clinton Bank of Columbus
vs
The Same Defendants

Bill filed April 14. 1851 for same purpose as above -

The material facts to enable the Court to ascertain the questions presented as to the money for distribution, and the mode in which it is to be distributed are as follow -

I. On the 3d Oct. 1837 The Clinton Bank of Columbus recovered Judgment against Silas G. String Stephen McLain & Ransom Clark for the sum of ——— $1015.30
Costs Taxed ——— 7.05

Judgment rendered in Union Com. Pleas
See Execution Docket Vol 1. p 100

It is claimed that this Judgment was kept alive by Executions and that finally on a vendi with fi. fa. clause dated Aug. 18. 1845 on that day a levy was made on Five lots of land of 119 acres each part of Survey 2832 property of String -

II. Silas G Strong filed a Bill in Chancery in Union Com. Pleas to enjoin the collection of the foregoing judgment, and failing to sustain the Bill which was appealed to Supreme Court - The Supreme Court rendered Decree dismissing the Bill in favor of the Bank against Strong for the amount of said judgment

In Supreme Court decree June 27. 1840 — for — $1183.23
Penalty — 118.23
Costs

See Ex. Doc. Vol 1. p 101 -

See Ex Doc Vol 1. p 105

It is claimed that this decree was kept alive by writs and that on the 25th April 1848 a writ issued on the Decree against Strong on which the Sheriff levied on Five lots of land of 119 acres each part of Survey 2832 property of Strong - the same lands embraced in the levy of Aug 18. 1845 above referred to -

Three of these lots were bought in by the Bank and about them there is no controversy -
The proceeds of the other two are in controversy in part

III Clark Smith & Co recovered judgment in the Com. Pleas of Hamilton County Feb 7. 1842 against Silas G Strong for — $584.08
These plaintiffs made a levy on the following premises -

2 Lots part of Survey 2832 being the lots not bought in by the Clinton Bank

also on 2 Lots of 121 acres each in Survey 2982 the property of Strong -

As to these four Lots - (2 of 119 acres each in Survey No 2832 covered by the Clinton Bank levy and 2 of 121 acres each in Survey 2982 on which the Clinton Bank never had a levy) - It is conceded that Clark Smith & Co by their judgment & levies had a prior claim - preferable to all others -

These 4 Lots were sold on the judgment of Clark Smith & Co - ~~Judgment~~ Aug 19. 1850 - Sale confirmed in the Com. Pleas of Hamilton County Dec. 30. 1850

Proceeds of sale of the 4 Lots ——— $1243.72

Of this sum there was distributed without objection on Clark Smith & Co Judgt. $988.38

Costs on same Judgment — 70.30 -

1058.68 = 1058.68

Ballance in hands of Philip Snider Sheriff after paying Clark Smith & Co Judgment - Being ballance of proceeds of Sale of 4 Lots ——— $ = 185.04

IV. The State of Ohio for use of the Hand Commissioners of Mercer County recovered Judgment in the Court of Common Pleas August Term 1845 for the sum of ——— $86.79

And for costs -

Also a Judgment April 25. 1850 on a transcript from a Justices Docket in same Court on a Scire facias to charge lands for the sum of ——— $96.00

And for costs

Both Judgments against Silas G Strong.

No levy was ever made on the 4 lots in Controversy on either of them last named judgments in favor of the Fund Commissioners –

As the judgment of Clark Smith & Co has been satisfied out of the sale of the four lots aforesaid without objection the only question now arising is – How shall the surplus of $185.04 in the hands of the Sheriff be distributed?–

It is claimed by the Clinton Bank because they had a valid judgment and decree, and a prior levy on two of the 4 lots from which said surplus was made on sale –

It is claimed by the Fund Commissioners of Union County on their two judgments and the question to be determined is whether said sum of $185.04 shall be applied on the Clinton Bank judgment or the judgments of the Fund Commissioners.

The judgments of the Fund Commissioners were duly kept alive by Executions and constituted a valid lien on the four lots – Of this there is no controversy

The Clinton Bank judgment [illegible]

5

The two lots of 119 acres each part of Survey No 2832 levied on by Clinton Bank Subject to Clark Smith & Co's Judgment were sold as above stated, on the Judgment of Clark Smith & Co by the Sheriff Aug. 19. 1850 for the sum of —— $

The other two lots part of Survey 2982 were sold by Sheriff on the Judgt of Clark Smith & Co same date for $

After paying Clark Smith & Co the residue for distribution is — $ 185.04

The proportion of the said sum 2 lots in Survey 2832 is say $
From 2 lots in Survey 2982 is say $

In the case of The Clinton Bank v Philip Snider - bill filed for distribution as stated on page 1 is this indorsement

"April 15. 1851 Recd - due notice of the pendency of this petition
P Snider"

And there is proof of service on Silas G. Strong June 2. 1851

In the case of State for use of The Fund Commissioners - bill filed for distribution - Philip Snider acknowledges service of Subpoena Feb 4. 1851

Pullication made as to Strong commencing Feb 5. 1851 - Sworn to before Clerk Court April 15. 1851 -

On the part of the Fund Commissioners it is claimed

I. That the Clinton Bank Judgment & Decree became dormant because the writs of Execution issued thereon were void in misreciting amount, parties &c and that therefore as to all the 4 Lots The Fund Commissioners have the Only lien

II. That if kept alive, and if the writs were sufficient for that purpose the levy of the Clinton Bank only secures priority as to a portion (about half) of the $185.04 inasmuch as the Clinton Bank only had levy on the 2 Lots in Survey 2832 and as

to proportion of proceeds of the other 2 Lots in Survey 2982 not levied on by Clinton Bank, the Fund Commissioners are equal with the Clinton Bank in point of lien under the statute page 479 Sec XXIII but

III. That the Fund Commissioners as to this money are prior to the Clinton Bank because they first filed their Bill for distribution, and by reason of their superior dilligence are prior in point of time –

I have thus stated what is claimed by the Fund Commissioners

The Clinton Bank claims that their Judgment and Decree were kept alive by writs of Executions and that they have the prior lien

1 – By Levy on the 2 Lots of 119 acres each in Survey 2832

2. That as to proceeds of 2 Lots in Survey No 2982 the Clinton Bank is prior because their Judgt & Decree are prior in date to Judgments of the Fund Commissioners

The Writs of Execution are herewith filed from which it will be seen whether they are sufficient to prevent the Clinton Bank Judgt & Decree from becoming dormant

Counsel for the Clinton Bank have returned to Delaware & Judge Metcalf is not yet here It is not probable there will be Court & it is unnecessary now to report on the

questions of law involved in the claim
of the respective parties -

Upon the Writs and the facts herein
stated the Court can determine or if
the Court should be held I will
necessary report on the law appl
to these facts if necessary

April 7. 1852

Wm Lawrence
Special Master

Civil/Domestic Case File

Case No. 1848-CV-0034

No. 48-CU-34

Union Common Pleas Court.

J W & C Jones
Plaintiff,

AGAINST

James Lee et. al.
Defendant.

SEP TERM. 1848

JUDGMENT VS DEFENDANT

$ 5-5-/ 45-

Journal 4 Page 149 67

Record No. 5 Page 299

Ex. Doc. 1 Page 5-88

Union Com Pleas

D. D. & E. Jones

v

James W. E. Lee

Trespass in assumpsit

Damages $650.00

Filed June 29. 1848

Wm Cassel clerk

A. Learsall atty

John D Jones and
Caleb Jones partners trading
under the name and style of
J. D. & C. Jones

v

James Lee and
William E Lee partners
as James & Wm E Lee

Union Com Pleas June T. 1848.

Assumpsit

Damages $650.00

Issue a summons for the defendants returnable forthwith and "Endorse suit brought to recover the amount of a promissory note made by defend-ants James & Wm E Lee to the plaintiffs or bearer for Five hundr-ed and thirty dollars and twenty seven cents, dated Cincinnati Sept 23.d 1847. and payable four months after date

Also for goods sold and delivered, money lent and received, and on account stated, &c.

To the clerk of Union Com Pleas

A. Gasaway Plff atty
June 28th 1848.

Filed Sept. 19 - 1845
John Capsit Clerk

#5-3027

Cincinnati Sept 23. 1847

Four Months after date we or Either of us promise to pay J. D. & C. Jones or bearer the Sum of Five Hundred & Thirty Dollars & Twenty Seven Cents for value Recd

G. W. E. Lee

James W. E. Lee

Union Com pleas

J. D. & C. Jones

v

J. & Wm. E. Lee

Assumpsit

Damages- $551.45

Filed Sept. 19 1845

John Cassil, Clk

It is hereby certified that the following statement is

J. D. & C. Jones partners &c v James Lee & Wm E. Lee partners &c	Union Com Pleas Assumpsit Note dan Jany 23. 48. Int to Sept 20th 48	$530.27 21.18 $551.45

Amt for which Judgt is to be taken

Damages $551.45

served this writ June 29, 1848 by delivering to each of the within named defendants a certified copy thereof.

Fees - mileage 6
service 55
copies 30 = 90

Philip Shiver Sheriff

Union Com Pleas

J D & C Jones
v
James & W Lee

Filed June 30th 1848
John Cassil, Clk

Suit brought to recover the amount of a promissory note made by defendants James & W. Lee, to the Plaintiffs or bearer for Five hundred and thirty dollars and thirty seven cents dated Cincinnati Sept. 23 1847 and payable four months after date, also for goods sold and delivered, money had and received, and on account stated, &c &c

Affidavit filed
Atty June 15th 1848

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Lee & William E. Lee, Partners as James & W. E. Lee,

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 John D. Jones, & Caleb Jones partners trading under the name and title of J. D. & C. Jones

in a plea of Assumpsit damages Six hundred & Fifty dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 29th day of June A. D. 1818.

John Cassil Clerk.

Union Com Pleas

J. D. & C. Jones partners &c

v

James & Wm E Lee,

Action of assumpsit.

Filed July 8th 1848
John Cassidy Clk.

Recorded

Damages $551,65

Cost bill made
Recd

Copy of this wanted if any pl
J. Casad atty.

The state of Ohio Union County court of common pleas
June Term in the year AD 1848.

Union County S.S.

John D & Caleb Jones, partners trading under firm and name of John D & C Jones Complains of James Lee and William E Lee partners trading under the name and firm of James and William E Lee, in a plea of assumpsit, for that whereas the said James Lee and William E Lee, by the name of J & W E Lee on the twenty third day of September Eighteen hundred and forty seven ~~otherwise called~~ Plaintiffs make their promissory note in writing, and delivered the same to the said John D and Caleb Jones partners as aforesaid, and thereby promised to pay to the said John D & Caleb Jones partners as aforesaid or bearer, five hundred and thirty dollars and twenty seven cents, in four months after date thereof which period has now elapsed, and the said defendants then and there in consideration of the premises promised to pay the amount of the said note to the said John D & Caleb Jones partners as aforesaid according to the tenor and effect thereof

And also for that whereas the said James Lee and William E Lee partners as aforesaid, on the first day of January AD 1848 ~~at~~ Union County was indebted to the said John D & Caleb Jones partners as aforesaid in six hundred and fifty dollars, for the price and value of goods then and there bargained and sold by the said plaintiffs to the defend=ants at their request. And in $650.00 for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request. And in six hundred and fifty dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them, And whereas the defendants afterwards on the first day of January 1848, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs on request, yet they have disregarded their promises, and have not paid the said several sums of money nor either of them, nor any part thereof, to the damage of the plaintiffs six hundred and fifty dollars, and therefore they bring suit,

By A Leasadd their atty

5-28-
Return execution
J. & C. Jones
vs
James V. McLeo

Damn $55.45
Costs 4.56
Writ .41

Filed May 29. 1849
J. Phillips Ralph Clerk

Received this writ April 27. 1849. Levied May 1st 1849 on the following described real estate. to wit: part of Lot (No 33) thirty three in the Town of Marysville. Begining at the south East corner of said Lot No 33. thence thence north with the street thirty four feet. thence west to the Alley. thence S. with the alley thirty four feet. thence east to the place of begining. there being no goods or chattles found whereon to levy. not advertised for want of time

Fees = mileage 05
Levy 35
Service 35 = 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 Nineteenth day of September A.D., 1848 J. D. & C. Jones recovered against James Lee & William E. Lee, as well as the sum of Five Hundred & Fifty one dollars and Forty five cents for their ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 4.96 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 James Lee & William E. Lee you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 J. D. & C. Jones

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 Twenty Seventh day of April A.D., 1849.

James Kinkade Jr. Clerk.

J. D. & C. Jones

v

Wm. E. & J. D. Lee

Precept for Execution

Filed April 27. 1849

J. Kirkpatrick Clk

J. D. C. Jones
v
Wm E. Lee & Jas Lee partners

Union Com Plas
Judgt Sept 19. 48

Issue an Execution on this Judgment returnable to the May Term of said Court.

A. Leasak Plff atty
Apl 27. 1849

To Clk Union Com Plas
A.C.

Civil/Domestic Case File

Case No. 1848-CV-0035

No. 48-CV-35

Union Common Pleas Court.

Charles W Rosette
Plaintiff,

AGAINST

A D Hamer,
Defendant.

MAY TERM, 1849

Judgment VS Plaintiff

Journal 4 Page 178

Record No. No Record. Page

Ex. Doc. Page

C W. Rosett
vs
U D Hamer for the use
of E N Richy

Bond

Filed Aug 5th 1858
John Cassil Clk

Know all men by these presents that we Charles W Rosett, and Samuel Russell of the county of Union and state of Ohio are held, and firmly bound unto O D Hamer for the use of Edward Y Richey of the County and State aforesaid in the penal sum of one hundred Dollars to the payment of 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 5th day of August A D 1848.

The condition of the above obligation is such that whereas the said Charles W Rosett, hath this day obtained the allowance, of a writ of certiorari to remove, into the Court of Common pleas, of said County of Union a certain Judgement, for the sum of twenty eight Dollars and sixty nine cents, sixty and seventy five cents cost lately rendered, against the said Charles W Rosett, by James M Wilkenson, a Justice of the peace within and, for said County of Union in a certain Action then pending, before him wherein, the said O D Hamer for the use of Edward Y Richey was Plaintiff and the said Charles W Rosett, Defendant, now if the said Charles W Rosett, shall well and truly pay all the costs, and charges which have accrued, or which may accrue in the prosecution of said writ of certiorari to gether with the amount, of any Judgement, that may be rendered, against the said Charles W Rosett, on the further trial of said Cause, after the said Judgement of the said Justice of the peace shall have been set aside, or reversed, then this obligation

shall be void otherwise in full force and virtue in law,

Charles W. Rossitter (Seal)

Saml Rippley (Seal)

Approved Aug 4th 1848
John Cassil Clerk of Com Pleas

C M Rosett
vs
O D Hamer for the
use of E J Richey

L. 3

Cost Bill filed
No Record

Let a writ of certiorari
issue in the within case
upon the applicant
giving bond and
security according
to Law

Levi Phelps
A. Judge C.C.Pl.

C. L. Hamer & Co for the use of Edward G. Richey
vs
Charles W. Rosette

Debt $28.69
Interest
Pltffs Costs
Fees issuing Summons 12½
" Entering judgment 12½
Const serving Summons 15
Deft's Costs.
Fees, Entering Satisfaction 10
Transcript 31¼
Incidental Costs
Fees issuing Execution 25

Suit brit on an order which reads "Esq. Dunforth Sir please pay C. L. Hamer & Co Thirty two dollars and fifty cents out of the first moneys collected on your Docket for me. March 6. 47. C. W. Rosette
$32 50/100 Liberty T.S. near Newton, Endorsed Mch 15/47
Rec. on the within order one dollar and Eighty one 81¼ cents paid on the within 1.93
Received of Sewell G. Hartshorn Twd Dollars four cents to apply on the within as per Receipt given July 11th/47
I Garnished the final collection of the within from the hands of Rosette July 22nd 1847 I. S. Alexander
July 17th 1847
Issued Summons for the appearance of the Defendant July 22nd 1848 at 2 o'clock P.M. & delivered the same to William Wells Constable,
July 20 1848 Summons returned endorsed "Served by reading to Defendant, fee Serves 10 mileg 05 – 15 July the 19. 1848 Wm Wells Const
July 22. 1848, 2 o'clock P.M.

Plaintiff appeared, defendant failed to appear, trial had, It is thereupon considered by me that the plaintiff recover of the defendant the sum of twenty eight dollars and sixty nine cents and his costs herein taxed at forty cents. August 2. 1848 Issued execution and delivered the same to William Wells Constable.

The State of Ohio Union County Paris 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

James M. Williams J.P.
of the aforesaid Township

We do assign as erroneous on the within Judgement
first, that Judgement was taken in the absence of the
Plaintiff in error, without testimony of the Plaintiff
in Judgement, claim

2. That the judgement taken was upon an order in
the hands of a third person, without endorsement
and the interest and relation of the party to the order
not proven.

3 That the execution and delivery and signature of
the Plaintiff in error, was not proven

4 That the order was not present, to the Plaintiff in error
for protest, by the holder before suit.

C W Rosett

E. D. Hamm pro for writ of Certiorari
Case of W. P. Kirkey & Transcript
vs
C. M. Monette

Sealed up and
delivered by me
Thos M. Wilkinson Cl. C.

Filed Sept 19, 1848
John Cassel Clk

Office of the Clerk of the Supreme
Court Columbus Ohio

Granted at the request

O. M. Hamor & Co for the use of Edward G. Bishop vs Charles H. Roselle

Debt $28.69
Interest
Pltffs costs
Fee issuing Summons 12½
Entering Judgment 12½
Const serving Summons 15
Pltffs costs
Fee Entering Satisfaction 10
Transcript 31¼
Increase Costs
Fee issuing Execution 25
2nd Transcript 31¼

Suit brot on an order which reads Esq. Danforth sir Please Pay O. M. Hamor & Co Thirty two dollars and fifty cents out of the first moneys collected on your Docket for me.

March 6. 47. C. H. Roselle

$32.50. Liberty T. P. near Newton. Endorsed March 18 47. Rec'd in the within order one dollar and Eighty one 81¼ cts paid on the within 193, Received of Sewell G. Hartshorn two Dollars pro cents to apply on the within as per receipt given July 11th 47. I Guarantee the final collection of the within from the Docket C. Roselle July 22nd 1847 D. S. Alexander

July 19th, 1847. — Issued Summons for the appearance of the Defendant, July 22nd 1848 at 2. o'clock P. M & delivered the same to William Wells Const

July 20, 1848 Summons returned Endorsed "Served by reading to Defendant per Levies 10. Mileg 05 — 15 Wm Wells Const

July the 19. 1848

July 22. 1848. 2 o'clock P. M

Plaintiff appeared Defendant failed to appear, trial had, It is therefore considered by me that the Plaintiff recover of the defendant the sum of twenty Eight dollars and Sixty nine cents, and his costs taxed at forty cents.

August 2, 1848 Issued Execution and delivered the same to William Wells Constable,

August 5, 1848 Transcript made out and delivered to Defendant a his request.

August 5, 1848. Rec'd a writ of Certiorari in this cause, and thereupon the Execution issued herein was recalled without service

The State of Ohio Union County Paris 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

James H. Williams J.P. of the aforesaid Township.

Esqr Danforth

Sir please pay O D Hamer the Thirty Two dollars and fifty cents out of the first moneys collected on your docket for me

March 6/41 C W Rossette

Liberty Tp near Newton

$32.50

Mch 18/47 Recd on the within order one dollar and eight cts
81/4 cts paid on the within 190

Recd of Jewell & Hartshorn Two Dollars four cents to apply on the within
as per Receipt Union July 10th 1847
June 5. 1848 Recd on the within one dollar of Esq Wadham
and forty four cents of Esq Hartshorn
I Guarantee the final Collection of the within from the Docket
or Rosette July 22 and 1847 L. G. Alexander
July 22. 1848. Judgment rendered on the within order for $28.69 by default
before me James M Wilkinson J.P. Paris Twp Union Co Ohio

Union Com. Pleas

C M Merritt
v
O D Hamer for the use
of B Y Mosby

Writ of Certiorari.

I have Executed this writ
as will appear by the Schedule
herewith Enclosed
Allen M. Wilkinson

2

The State of Ohio Union County ss.

To James M Wilkinson Esq. a Justice of the Peace within and for the Township of Paris and County aforesaid. Greeting;

We Command you, that a Certified transcript of the Record and proceeding of a certain suit lately pending before you wherein O. D. Hamer for the use of Edward Y Richey was Plaintiff, and Charles W. Rosett was defendant and wherein you on the 22nd of July 1848, rendered a Judgment for the sum of Twenty eight Dollars and Sixty nine cents Debt and seventy five cents Costs, in favor of the said O. D. Hamer for the use of Edward Y Richey, and against the said Charles W Rosett, with all things touching the same as fully as the same are now before you, you send, sealed and enclosed with this writ to our Court of Common Pleas within and for the said County of Union on the first Day of their next term,

Witness John Cassil Clerk of said Court of Common Pleas this 5th Day of August AD 1848.

John Cassil. Clerk.

Rosetto
vs
Reshen

Agreement

Filed May 29. 1849
J. S. Kirkham Jr Clerk

State of Ohio. Union County —
May. 27 - 1849.

This Case settled by and between
C W Rosette & J Young & the parties
engaged in law. and that the said
costs are to be settled by the said
plaintiffs in Union Common Pleas —

C. W. Rosette
Esq & Bishop Sen

Civil/Domestic Case File

Case No. 1848-CV-0036

Civil/Domestic Case File

Case No. 1848-CV-0037

No. 48-CU-37

Union Common Pleas Court.

James S Alexander admr
Plaintiff,

AGAINST

Wm E Lee
Defendant.

MAY TERM, 1850

JUDGMENT VS DEFENDANT

Journal 4 Page 304

Record No. 5 Page 369

Ex. Doc. B Page 44

Union Common Pleas.

William Green
vs.
William E. Lee
} In Covenant

Praecipe for Summons.

39

Filed Sept 13. 1848
John Leasia Clk

Allison & Cunn
Attorneys

William Green
vs.
William E. Lee

In Covenant.
Damages $400,00

Issue a summons returnable at next Term. Endorse: Suit brought to recover damages for the breach of a covenant of seizin contained in a deed of conveyance executed by Defendant and wife to the plaintiff on the 12th day of July 1848, for Ninety Six acres of land, part of Original Virginia Military Survey No. 15,254, in Union County, Ohio.

Damages Claimed, four hundred dollars.

Allison & Curry
Attorneys for plaintiff.

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

Dated September 13th 1848.

Suit brought to recover Damages, for the breach of a Covenant, of ~~[illegible]~~ Seizin contained in a deed of Conveyance executed by Defendant and wife to the plaintiff on the 12th day of July 1848, for Ninty Six acres of Land, part of Original Virginia Military Survey No 15,254, in Union County Ohio; Damages claimed four hundred Dollars.

Allison & Curry
Attornies for Plaintiff.

Union Com Pleas
William Green
vs
William C. Leo

Filed April 14, 1848
John Lewis Clk

Recorded

Service this suit defendant 14, 1848 by delivering to the Defendant a certified copy of the writ.

Fees - writing 5
serv 35
copy 15 = 55

Philip Evans Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William E. Lee,

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 Green,

in a plea of Covenant, damages Four 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 September A. D. 1818.

John Cassil clerk

Wm C Alexander
vs
Wm L Lee

Plea

Filed Nov. 22. 1849
James Kinkade for Clk

Recorded

William E. Lee
Says
ads
Mrs Greene

In Covenant

And the said William E Lee comes and defends &c and says that he hath not broken his Covenant in the said Declaration mentioned ~~[illegible]~~ in manner and form as the said plaintiff hath complained against him and of this he puts himself upon the Country and the said Plaintiff do the the like &c

P. B. Leale Atty
for Deft.

Venue Com Pleas

D. Alexander Admr

vs

Mrs O. Lu

Defendants

Filed May 28. 1850

D. McMack Jr Clk

Served this writ personally upon the within named Joshua Marshall May 28. 1850

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 Joshua Marshall

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~~ Forthwith day ~~of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of James L Alexander Admr of the Estate of Wm Green in a certain controversy in said Court depending, wherein Jas L Alexander Admr of the Estate of Wm Green is Plaintiff, and William E Lee is Defendant: and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 28th day of May A. D., 1850 James Kinkade Jr Clerk.

Filed May 25, 1852
D. P. Kirkpatrick Jr. Clk

Alexander Adams
vs
Wm C Lee

May 27th 1850

Issue Subpoena
for Joshua Marshall
witness for Plff -

Allison & Anderson
Attys for Plff

Filed May 25. 1850
James Kirkpatrick pl R

James S. Alexander Admr
&c
vs
William E. Lee

In Union Com Pleas

Issue Subpoenas to Jacob C. Sidle and Wm B. Irwin witnesses for Plff.

May 25th 1850

Allison & Curry Attys for Plff

To James Kinkade Clerk.

In Union Com Pleas

James S. Alexander
Admr of Wm Green

vs

Wm. E. Lee

Stat - In Covenant

Filed July 7. 1849
James Kuti all p clerk

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas.
Union County ss } September ~~Term~~ Term A.D. 1848

James S Alexander Administrator of the estate of William Green deceased, who died intestate, Complains of William C Lee in a plea of Covenant, For that whereas the defendant in the life time of the said William Green, to wit, on the 12th day of July A.D. 1848 at the County aforesaid, by his deed of that date, sealed with his seal and duly executed, attested and acknowledged, and now to the Court here shown, in consideration of the sum of three hundred dollars, granted, bargained, sold and conveyed to the said William Green, deceased, his heirs and assigns, certain lands in the said deed particularly described, to have and to hold the same to the ~~plaintiff~~ said William Green his heirs and assigns forever; And the defendant did by the same deed, covenant to and with the said William Green, his heirs and assigns, that at the time of the ensealing and delivery of the said deed, he the said William C Lee was lawfully seized of the premises aforesaid. And the said plaintiff avers, that the said defendant at the time of the ensealing and delivery of the said deed, was not lawfully seized of the ~~said~~ premises, but on the contrary thereof the said ~~plaintiff~~ says, that at the time of the ensealing and delivery of the said deed, the paramount title and freehold in the said premises was, and still is in another or other persons than the said defendant. And so the said defendant hath not kept his said covenant, but hath broken the same, to the damage of the said plaintiff as administrator as aforesaid of Four hundred dollars, and therefore he sues &c. And the plaintiff brings into Court here his Letters of Administration which give sufficient evidence to the Court that he is Administrator of the said William Green deceased.

By Allison & Curry His attys.

Union Com Pleas

James L. Alexander
Admr of the Estate of Mr Green
vs
William E. Lee

Suit for Wits

Filed May 27. 1850
James Kinkade pe NR

Served this writ personally upon Wm. B. Brin
May 25. 1850. also upon Jacob C. Tidle on the 27th
day of May 1850.
Fees — Mileage 60
Service 25
Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jacob C. Lidle and Wm. B. Irwin

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at ten o'clock, A. M., to testify and the truth to speak on behalf of James L. Alexander Admr of the Estate of William Green in a certain controversy in said Court depending, wherein James L. Alexander Admr of the Estate of William Green is — Plaintiff, and William C. Lee is Defendant; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 25th day of May A. D., 1850

James Kinkade Jr Clerk.

D. B. 44

D. J. Alexander Admr. of William Geer Dec'd, & William G. Lee

Debt $333,00
Costs 10,83½
Writ 10

Received

Received this writ May 22nd 1853.
No goods or chattles lands or tenements found whereon to levy

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union 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 29th day of May A. D. 1850, James S. Alexander Admr. of William Green deceased recovered against William E. Lee

as well as the sum of _____ dollars and _____ cents for _____ debt, as the sum of three hundred & thirty three dollars and _____ cents, for his _____ damages; as also the sum of $ 10,83 3/12 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 E. Lee

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 29th day of May A. D. 1850 until paid, also the sum of $ _____ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 22d day of May A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

No. 48-CV-37

Union Common Pleas Court

James S Alexander Admr
Plaintiff,

against

William E. Lee
Defendant.

MAY TERM. 1850

Journal 4 Page 304

Record No. 5 Page 569

Ex. Doc. B Page 44

Law No 28

James S Alexander Admr
of the Estate of Mrs Green
vs
Wm E. Lee

Costs
Made Recover

Recorded

Wayne County ---

Mr. Allen
of Lum
of Ann
Ann

42
48

24,89.8
39
22391
9469
10,70.61

24.89.8
48
23912
9956
12,34.72
42

5.40.6
33
1620
1620
1,78,20

5.40
42
1080
2161
226,80

15.09.6
24
10563
3018
407,43

15.09.6
36
9054
4527
5,43,24

5.78
30
173,40

5.78
15
2895
578
86,70

3,42
24
1368
684
82,08

3,42
9
30,78

Ann Arbor
1850
Mar 4

James S Alexander
Adm^r of the estate of
Wm Green
vs
Wm C. Lee

In Covenant

This day came the parties by their Attorneys, and submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises, do find that the deed in the declaration mentioned, is the deed of the said William C. Lee, and they assess the damages of the said James S Alexander as administrator of the Estate of William Green, deceased, by reason of the breaches of Covenant in the declaration assigned to three hundred and thirty three dollars. Therefore It is considered that the said James S Alexander as administrator of the estate of William Green deceased, recover of the said William C Lee the said sum of Three hundred and thirty three dollars, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to dollars

Civil/Domestic Case File

Case No. 1848-CV-0038

Civil/Domestic Case

1848-CV-0038

located with

Supreme Court Case

1849-SC-0003

Civil/Domestic Case File
Case No. 1848-CV-0039

No. 48-CU-39

Union Common Pleas Court.

James McElroy
Plaintiff,

AGAINST

Samuel Bland
Defendant.

AUG TERM. 1849

Judgment VS Plaintiff

Journal 4 Page 240

Record No. 3 Page 449

Ex. Doc. Page

James McAlong
vs
Saml Bland
Transcript.

Filed Sept 14, 1848
John Cassidy Clk

James Mcilroy
vs
Saul Bland
Debt $60.00
plaintiffs cost summon 12½
Court cost for serving summons on Deft Mileage 30cts
Subpoena for witnesses 40
Witnesses fees 40cts
Wallace Ward 50
Hugh Stickney 50
Zacheriah Mcilroy 50
Andrew Wemingner 50
For swearing Witnesses for plaintiff 12
Judgement 25

Defendants cost
Satisfaction 10
Subpoena for the Defendants Witnesses — $0.24cts
Court fees for serving subpoena on
Angus Clark
John Clouse
Alfeus mack
and Miles W Waddom travel 50cts service 47½
Fees of the above witnesses
Angus Clark 50
John Clouse 50

Mcilroy Hugh
James Mcilroy
Account as per plaintiffs Book.

Suit brought on A Book account bill of particulars filed Items Amount to $60.00 Damages Claimed $70.00

June the 24th 1848
summons issued and delivered unto John Epps Constable for Appearance of Defendant the 1st Day of July in the year 1848 at one oclock P M of that day returned served by reading to Defendant June the 26th 1848 Fees travel 30cts service 10cts J Epps Const

June the 24th 1848
subpoena issued and delivered unto plaintiff for the following named persons witnesses for plaintiff in the above case Zacheriah Mcilroy John Clouse Andrew Wemingner Wallace Ward Hugh Stegney James Brown and Samuel Castle returned June the 29th 1848 served by reading to Andrew Wemingner Zacheriah Mcilroy Wallace Ward John Clouse & Samuel Castle served by the plaintiff

June the 27th 1848
subpoena issued and delivered to John Epps Const for the following persons as witnesses for the Defendant in the above case Angus Clark John Clouse Alpheus Mark and Miles W Waddom returned served June the 29th 1848 by Copy left at the residence of Miles W Waddom John Clouse Alpheus Mark and by reading to Angus Clark fees travel 50cts service 47½ John Epps Const

July the 1st 1848
One oclock P M parties Appear and enter into trial by swearing Zacheriah Stickney and James Mcilroy for plaintiff examined as to the validity of his Book bill filed before trial together with the plaintiff required the Defendant to file his bill of particulars which Defendant failed to do It is therefore Considered by me William Inskeep A justice

James McElroy } In Debt, Damages $60-56
vs
Saml Blands.

Saml. Blands to James McElroy - Dr. August 12. 1844 - to Sauce

	45 lbs - 2 -	90
September 19 "	Dr. 18 lbs Beef	36
"	Dr. 11 lbs. Beef - 2 cts	22
Oct 2	Dr. 16½ lbs. Beef - 2 -	33
"	Dr to 13 lbs Beef. 2½	30
December 1845	Dr. 17 lbs Sauce. - 2 -	34
May "	Dr. 6½ lbs. fresh, 8⅓	5 [illegible]
"	Dr 6½ lbs White fish - 10	62½
July 14th "	Dr. to 1 Quart Whiskey	12
"	Dr 2½ lbs. fresh White fish	25
"	Dr ½ gallon Whiskey	23
"	Dr 1 Bottle	12½
	Dr - 5 pints Whiskey	31
	Dr. 3 lbs White fish	30
	Dr. 5 quarts Whiskey	62½
	Dr. 1 quart Whiskey	12½
August 2	Dr. to fish. and Whiskey	65
"	Dr to 32½ lbs. sauce	65
"	Dr. to 2 Bushels Wheat 45	1 50
"	Dr. to 2 Quarts Whiskey	25
"	Dr. to 1 days work, ½ gal. W.	1 25
"	Dr ½ g. Whiskey	25
"	Dr. Dr. to salt fish	34
"	Dr. to 29 lbs Beef. 2½	75
September 30. "	Dr. to order Zachariah McCens	15-6
Oct 8	Dr. to Cash	1 50
January 20 1846 "	Dr. to Cash	1 55
"	Dr to cash	50
26 "	Dr. to trip to Marysville	50
March 27 "	Dr. to Governor Bells	

May 24	Dr to 12½ lbs. feast. 2½ cts per lb	$ 0 25
July 26. 1846	Dr. to cash credited on his Note	1 18 35
Nov. 26. 1	Dr. 7,50 Brick.	2 68
	Dr. to hauling brick	75
December 1846	" Dr to 38 lbs. salt 2	76
	" Dr to leather	75
August 1847	" Dr to 3 days in obtaining deed.	3 50
	" Dr to 25 cords paid David Wilkins	20 50
	Dr to 3 days mowing	1 54
December 1847	" Dr to 7 lbs leather	1 75
	Dr to 4 days hauling corn	6 00
January 1848	" Dr to 4 days by son — 50	2 00
		2 00
April 25 1848	Dr to Order from Andrew Homer	3 50
	" Dr to cloves	25
	" Dr to One Dor Buckets	
~~August 1847~~	~~Dr to 3 days Mowing~~	~~1 50~~
April 1848	Dr. to clothes	3 50
	Dr to Walnut plank	1 50

Also for goods sold and delivered

Money had and received

Filed Sept 19, 1878
Wm Cassidy clk

0555
2 28
2.83
3400

of the peace that the plaintiff recover of the Defendant the sum of sixty Dollars and his cost herein taxed at three Dollars and 25 cts

verbal notice given by Defendant to plaintiff that he should take an appeal on the above judgement to the court of common pleas.

In the Action of James Mulroy against Saul Bland & Peter Bland Acknowledge myself bail for the Appelant in the sum of one hundred and thirty Dollars to be levied of my goods and chattles lands and tenements in case the Appelant shall be Condemned in the action and shall fail to pay the Condemnation money and costs that have Accrued or may accrue in the court of Common pleas

Peter Bland

Taken signed and acknowledged on this 8th Day of July in the year 1864 before me William Inskeep J P

The State of Ohio Union County Allen Township ss

I Do hereby certify that the above is A full and true copy from my Docket of the proceedings had by and before me in the above cause

William Inskeep J P
of the aforesaid township

32

James McElroy

vs

Jane Bland

in common pleas

Filed Jany 20. 1849

Wm Kirkpatrick for clerk

Cost Bill made

Record,

Recorded

J. C. Dunlap Atty

for plaintiff

State of Ohio } In Union common
Union County } pleas September Term
A D 1848.

This suit is brought into court by way of an appeal, from the docket of William Diship a justice of the peace in and for the township of Allen county of Union Ohio. And then upon James McElroy complains of Paul Bland in a plea of Assumpsit for that whereas the said Paul Bland, on the twenty first day of June Eighteen hundred and forty eight, at the county of Union was indebted to the said James McElroy in Sixty 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 Sixty 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 Sixty Dollars for the price and value of work then and there done and materials for the same provided by the Plaintiff for the Defendant at his Request And in Sixty Dollars for Money then and there lent by the Plaintiff to the Defendant at his Request And in Sixty Dollars for Money then and there paid by the Plaintiff for the use of the Defendant at his Request And in Sixty Dollars for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them

And Whereas the Defendant afterwards on the 22 day of Jun A D 1848 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 several sums of money — nor either of them nor any part thereof to the Damage of the Plaintiff Seventy Dollars. And thereupon he brings Suit

By J b Dougherty Atty for Plaintiff

Union Com Pleas

James McElroy
vs
Saul Bland

Sub for wits

Filed aug 16. 1849
J Thinkado for CR.

Served this writ personally upon all the within named witnesses except John McElroy. Hugh McKinney demanded his fees which were not paid. August 13. 1849

fees = mileage	50
service	50 = $1.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Hugh Stigney, Wallace Herd Zachariah McElroy, Andrew Hemminger and John McElroy

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of James McElroy

in a certain controversy in said Court depending, wherein James McElroy is Plaintiff, and Saul Bland is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Kirkadee

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 8th day of August A.D., 1847.

James Kirkade Jr Clerk.

Served this writ personally upon the within named witness August 16. 1849

Fees = mileage 5

Service 12½ = 17½

Philip Snider Sheriff

Filed Aug 16. 1849

James M. Randolph Clk

McElroy vs Blair

Subpoena

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Angus Clark

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

James Kirkpatrick

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 16th day of August A.D., 1849.

James Kirkpatrick Clerk.

Com Pleas

James McElroy
vs
Saml Bland
Subpa wits

Filed Aug 16, 1849
J Kirkpatrick clk

Served this writ personally upon all the within named witnesses, Wallace Herd, Thomas Clark and Alpheus Mark demand fees, which were not paid.

Fees = mileage 50
service 62 = $1.12
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON John Clans, Andrew Hemminger, Wallace Herd, Thomas Clark, and Alphias Mark,

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Saul Bland

in a certain controversy in said Court depending, wherein

James McElroy — is Plaintiff, and Saul Bland is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Kirkadoff

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 6th day of August A.D., 1849.

James Kirkadoff Clerk.

McElroy
v
Blanc

Filed Aug 16. 1849
Saml Rinkrash Clk

James McIlroy
vs.
Saul Blands } In Assumpsit

Issue a subpoena for Angus Clark, a witness for Defendant in this case. (forthwith)

Allison & Curry
Attys for Deft.

To the Clerk of the in Common Pleas

Dated August 16th 1866.

Filed Aug 6. 1849
J Kirk Rodgers Clk

Moffett
vs
Bryant

James McElroy
vs
Saul Bland

Deft Witnesses

Issue a Subpena for John Blans, Andrew Hemminger, Nathan Bird Thomas Blank and Alphias Mark, Witnesses for Deft

Cole & Mitts
Attys for Deft

To the Clerk of Union
Common Pleas

Aug. 4. 1849

Filed Sept 19, 1848
John Cassil Clk

120

James McElroy } In Debt - On Book -
vs } Account $60-00-
Saml. Bland }

Issue a Summons - Returnable on Saturday ~~June~~ Aug - 1 1848 - Returnable at 10 clock - on said Day -

Issue a Subpoena for - Andrew Hemringer Zachariah McElroy - Wallace Herd - John Blanse -
Witnesses for Plaintiff

Jun 22 1848

Filed Aug 7. 1845
D Kirkpatrick Clk

James McElroy } In Union common pleas—
v.
Saul Bland } Issue a Subpoena for Hugh
Stigney Wallace Hurd, Zachariah
McElroy, Andrew Hemminger, and
John McElroy witnesses for Plaintiff
August 7 1849

To James Rankach
Clerk of Union Common pleas } J C Doughty Att
for Plaintiff

Saml Bland
vs
James McElroy

Plea

Filed May 29. 1869
Jas P Kirkpatrick clerk

By Col S Witter

Saul Bland
adv
James McElroy

Union Common Pleas

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

By Cole & Miller,
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 plaintiff, at the commencement of this suit, was and still is indebted to the defendant in the sum of ninety dollars for the price and value of goods before that time bargained and sold by the defendant to the plaintiff at his request; and also in the sum of ninety dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request; and also in the sum of ninety dollars for the price and value of work before that time done, & materials for the same, provided by the defendant for the plaintiff at his request; and also in the sum of ninety dollars for money before that time lent by the defendant to the plaintiff at his request; and also in the sum of ninety dollars for money before that time received by the plaintiff for the use of the defendant; and also in the sum of ninety dollars for money found to be due from the plaintiff to the defendant, on an account before that time stated between them; and that the defendant will set off on said trial, so much of the said several sums of money, so due and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff to be proved on the said trial, as will be sufficient to satisfy and discharge such demand; and will also then and there demand a judgement against the said plaintiff for the balance of said several sums of money due to the said defendant according to the Statute in such case made and provided.

By Cole & Miller
his Attys.

No 2. 565

James McElroy
vs
Saml Blanee

Costs $2.00. 12½
Atty fees 1.00
Writ .41

Received

Fees = mileage — 35
service 25
advertising 35
levy 1.87½
D's fee

Philip Snider Sheriff

Filed May 27. 1850
James Kirkpatrick clerk

Received this writ December 19th 1849. there being no goods or chattles found whereon to levy. I therefore levied upon the following described real estate, to wit; situate in the County of Union, and State of Ohio. part of Military Survey No 12400, 12403, 12393 and 12413, begining at a large White oak, large Red oak and small Sugar tree, northerly corner to James Baldwin's Survey No 5267; thence N. 35 W 160 poles to a Stake, thence S. 52 W 150 poles to a Stake, thence S. 38 E. 160 poles to a Stake in the line of said Baldwin's Survey, thence with said line N. 52 E 150 poles to the begining, containing one hundred and fifty acres, except 20 acres heretofore sold to Thomas Herd and 30 acres sold to Zachariah McElroy, and subject to a levy made in the case of the State of Ohio vs James McElroy in which case the same had been appraised April 24th 1850. May 27, 1850 having duly advertised the above described real estate for sale by publication in the Marysville Tribune, offered for sale. not sold for want of bidders. Philip Snider Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Assumpsit lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein James McElroy was plaintiff, and Saul Blanc was defendant; the costs (original and increase) of the said James McElroy are taxed at Twenty Six ——— dollars Twelve ½ cents, and interest up to this date ——— dollars .51 cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said James McElroy in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSH~~ James McKade Jr., Clerk of said Court at the Court House in Marysville, this 19th day of December A.D., 1849.

James McKade Jr CLERK.

Civil/Domestic Case File

Case No. 1848-CV-0040

Civil/Domestic Case

1848-CV-0040

located with

Supreme Court Case

1849-SC-0004

Civil/Domestic Case File

Case No. 1848-CV-0041

No. 48-CU-41

Union Common Pleas Court.

Michael J Musselman
Plaintiff,

AGAINST

Samuel Kerr
Defendant.

MAY TERM, 1849

Judgment VS Plaintiff

Nonsuited

Journal 4 Page 187

Record No. No Record. Page

Ex. Doc. Page

L 43

Michael J. McMullen

v.

Samuel J. Kirk

Transcript

Filed Sept. 19. 1848

John Cassel Clk

Cost bill filed.

No. Record

Michael Musselman vs. Samuel J Kirk } State of Ohio Union County ss.

action of debt

Suit pending before Abijah Gandy a Justice of peace on a defaced note of hand that reads thus

February 26th 1837 days after date I promise to pay to Michael Musselman or order the full sum ten dollars for value received to my hand signed Kirk

Samuel J Kirk adv. Michael Musselman } For a plea says that he never signed, the note or executed the same upon which suit is brought, Samuel J. Kirk

State of Ohio Union County } Leesburg township ss.

The said Samuel J. Kirk makes oath that his plea entered on the docket of Abijah Gandy in the above case is true in substance and in fact, and that he did not make the instrument, or note of hand, upon which the above suit was or is founded and that he did not execute sign or subscribe said note as it purports to have been signed by the said Samuel J Kirk as he the said Samuel J. Kirk verily believes

Signed

September the 1st 1848 Samuel J Kirk

Subscribed and sworn to before me and filed in the above cause

September 1st 1848 Abijah Gandy Justice of the peace

I do find that the defendant did sign the said note as purports to have been signed by the said Samuel J Kirk and according to the testimony in the cause the same is his promissary note

August the 18th 1848 the plaintiff Michael Musselman filed his affidavitt unto the amount of the above said note of hand and unto the executing thereof whereupon to commence an action on the said defaced note of hand

August the 22nd 1848

By order of the plaintiff Michael Musselman summons was issued to any constable of the township of Leesburg returnable September 1st 1848 at 3 Oclock P.M.

Debt — $11,79

Justices fees to summons 00,12½

Judgment 00,25

transcript 00,31¼ paid

Const. fees $00,25.

witness fees

Benj. Welsh $00,50

James Hall. 00,50

Justices fees $00,12½ cents

September the 1st 1848 summons returned in due time endorsed August the 23rd 1848 served by reading fees taxed at 25 cents Benjamin Welsh Const.

September the 1st 1848

The trial was called according to process and the defendant (Samuel J. Kirk) did not appear and the plaintiffs witnesses James Hall and Benjamin Welsh were sworn and examined according to law whereupon Judgment was omitted by the Justice for ten days

September the 9th 1848

Judgment was rendered against the said defendant (Samuel J. Kirk) for the sum of eleven dollars and seventy nine cents debt and costs of suit —

Abijah Gandy J.P.

In the action of Michael Musselman against Samue J. Kirk I R.S. Maynard do acknowledge myself bail for the appellant in the sum of seventy five dollars to be levied of my goods and chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of common pleas R S Maynard

signd) taken signed & acknowledged this 18th day of September 1848

The State of Ohio
Union County ss

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

Abijah Gandy Justice of the peace

Filed Sept 20th 1848
John Cassie, Clerk

Michael Musselman } Suit pending before Abija
vs } Sandy Justice of the peace on
Samuel J Kirk } a Note of hand,

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

The said Samuel J Kirk makes
Oath that his plea entered on the Docket
of Abija Sandy in the above case is true
in substance and in fact, and that he did not
make the instrument or Note of hand, upon
which the above suit was - or is founded, and
that he did not execute sign or subscribe
said Note, as it purports to have been signed
by the said Samuel J Kirk as he the said
Samuel J Kirk verily believes

Signed.

September 1st 1848 Samuel J Kirk

Sworn

Subscribed and sworn to before me and filed in the above
cause September 1st 1848

Abijah Sandy J P

Filed Sept. 20 - 1844
John Cafsil Clerk

Samuel J Rizk
ads
Michael Musselman

For a plea, says that he never signed, the Note or executed the same upon which suit is brought,

Samuel J Rizk.

Filed Sept. 20. 1888
John Cassie, Clerk

Friday 26 1837

says Lendale

& promises to pay Richard Musel

on order the fee & commendations

for valuable services rendered

Rinfa

Filed Sept. 20. 1848
John Cassidy, Clerk.

The plaintiffs witness's

1st James Hall testifies that sometime in July 1848 that he presented the said note now in controversy unto the said defendant Samuel J. Kirk and asked him if he knew any thing about the said note, and the said defendant Samuel J. Kirk in reply said that he did, that he gave that note unto Michael Musselman in a horse trade but his father in law Beal had paid it unto Sloan in Zanesfield and that he had a receipt for the same

2nd witness Benjamin Welsh testifies that the defendant Samuel J. Kirk requested him to buy the said note that is now in controversy and to give four or five dollars for it to be paid out of his store

Filed Sept. 20 1848
John Cassil Clerk

State of Ohio
Union County ss. } Personally appeared Michael Mussallman before me Abijah Gandy a Justice of the peace for said County who being duly sworn deposeth and saith that a certain note dated February 26th 1837 that was left with the said Abijah Gandy Jr. for collection payable unto Michael Mussallman or order was given by Samuel J. Kirk for seven dollars and that there has been no part paid.
and further this deponent saith not

Sworn and subscribed to before me this 18th day of August 1846

Michael X Mussallman
mark

Abijah Gandy Justice of the peace

Civil/Domestic Case File

Case No. 1848-CV-0042

No. 48-CU-42

Union Common Pleas Court.

James M. Ingham
Plaintiff,

AGAINST

John M. Bluecher
Defendant.

SEP TERM. 1843

JUDGMENT VS DEFENDANT
$401 65

Journal 4 Page 145

Record No. 5 Page 296

Ex. Doc. 1 Page 370

Union Com. Pleas
September Term 1848

James M. Anghran

vs

John M. Blue p. et al

Ner. in Debt

Filed Sept 19. 1848
John Cassil Clk

Cost bill made
Record

Recorded

Cost 3,25
Powell & Finch
for Deft

Court of Common Pleas

Of the Term of September 1848

State of Ohio Union County, ss.

In a suit amicably entered, James M. Ingham by Powell & Finch, his Attorneys, complains of John M. Blue Jr, John M. Blue and Paris Harney in a plea of Debt, for that, whereas, the said defendants, heretofore, to wit, on the 24th day of August in the year 1848, at the County of Union aforesaid, made their certain writing obligatory of that date, sealed with their seals, (and now to the Court here shewn), and then and there delivered the same to the said plaintiff, and thereby acknowledged themselves to be bound and indebted unto the said plaintiff in the sum of four hundred dollars, which they thereby bound themselves to pay to the plaintiff in one day after the date of said writing obligatory, which period hath now elapsed. Yet the said defendants have not paid the said sum of money, nor any part thereof: To the damage of said plaintiff of one dollar and sixty five cents; and therefore he brings suit, &c.

Powell & Finch

Attys. for Plff

Rec'd Sept 19 1848
John Cassidy Esq

Know all person by these presents that we John M. Blue jun. John M. Blue and are bound and indebted unto James M Ingham in the sum of four hundred dollars to be paid in one day after date, Witness our hands & seals this 24th day of August A.D. 1848.

John M Blue Jr (Seal)
John M. Blue (Seal)
Paris Horney (Seal)

To James R. Mitchell Esqr. or any other attorney of the Courts of record in the state of Ohio.

The undersigned signers of the above single bond for the payment of four hundred dollars do hereby empower & authorize you as our attorney to appear for us & in our name & stead in any Court of record in the state of Ohio, waive process, receive declaration & confess judgment against us at the suit of the above named James M. Ingham for the amount then appearing to be due on the above obligation as principal & interest, and upon such judgment waive & release all errors & writs of errors.

Witness our hands & seals the day & year above written

John M Blue Jr (Seal)
John M. Blue (Seal)
Paris Horney (Seal)

James M. Ingham

vs

John M. Bline jr. et al

Plea

Filed Sept 19. 1848
John Cassil CM

John M. Blue Jr. John M. Blue
and Doris Harney
vs.
James M. Ingham

Plea of Cognovit

And now come the said John M. Blue Jr. John M. Blue and Doris Harney, by James R. Hubbell their attorney and say that they admit that the said writing obligatory in the said plaintiffs declaration above set forth is their deed; that the said defendants are indebted to the said plaintiff in the sum of Four hundred dollars, as the said plaintiff has above in his said declaration alleged; and that the said plaintiff has sustained damage by reason of the detention thereof in one dollar and fifty five cents as he has thereof above complained against them; and the said defendants by their attorney aforesaid, waive and release all errors and writs of error upon the judgment hereby confessed.

James R. Hubbell
Atty. for Defts.

2 — 516

Union Common Pleas

James McDougal
by
John M Clugh Atty

Debt — $400.00
Damages 1.65
Costs — 3.25
Increase — 18.45
Writ — .41

Filed Nov. 21, 1849
Chas. Thompson C.C.P.

Discontinued

Costs paid

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of John M Blue Jr John M Blue and Paris Harney. Towit, Lying and being in the County of Union, being part of Survey No. 9922. and bounded as follows. begining at a bur oak. South west Corner. of said Survey. thence with the Original Survey line N 12° W 143 poles to a stake South west Corner. of Albert R Whites land thence N 78° E 111 poles and 22 links to a stake north west corner. of John Cheneys. land thence S. 11.25° E 143 poles. to a buckeye and hackberry. in the Sent patent line being the south west of John Cheneys land thence 111 poles & 22 links along the Original Survey line to the place of begining. Containing One hundred acres be the same more or less.

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

the sum of Four Hundred dollars and cents for his Debt & $ 1,65 for his damages, together with $ 3.25 for his costs, with interest thereon from the 19th day of September A.D. 1848 until paid, which late in our said Court the said James M Ingham

recovered against the said John M Blue Jr. John M Blue & Paris Horney

as of record is manifest. Also, $ 18.47 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtors, 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 James M Ingham

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

Witness, James Kirkade Jr ~~JOHN CASSIL~~, Clerk of said Court at the Court House in Marysville, this 29th day of August A.D. 1849

James Kirkade Jr Clerk

Rec'd Sept. 20th 1848

no goods or chattles found whereon to levy this writ I therefore by order of Plaintiffs attorney levied on the following described real estate (to wit) situate in the County of Delaware & state of Ohio in Thompson Township and bounded and described as follows, on the west side of the and adjoining the Scioto river being lot No. 13. as laid down in a subdivision of lands made for Bann & Perry, beginning at the north east Corner of lot No. 12 on the Scioto river & at a Buckeye & hickory thence S. 86° W 233. Perch to the north West Corner, of lot No. 12 thence north 4°. W. 109¼ Poles to 2 Iron woods & hickory Trees. thence N 86° E. 201 Poles to 2 Lynns, & a Buckeye on the bank of the river Scioto. Thence down the river with the meanderings thereof to the beginning 160¼ acres thick measure be the same more or less being the entire lot of No. 13. as surveyed by Joel Wright, also another tract beginning on the bank of the Scioto river at 2 lynns at the north east corner of his old farm, thence south 86°. W. 201 Rods to the Northwest corner of his old farm thence N. 4° West 32 rods, thence N 86°. E. 204 rods to the West bank of the Scioto river at a beach ~~oak~~ & oak & water beach, thence down the river with it meanders to the beginning containing forty acres & forty rods more or less being the south side of lot No 14 of the before mentioned survey, levy made 20th Sept. 1848, after having the above described premises appraised & advertised as required by law I offered the same for sale at the door of the Court house on the 25th day of Sept. A.D. 1848 between hours of 10 O'clock A.M. & 4 O'clock P.M. on said day no sale for want of bidders

Sheriff fees. Mil & Levy.	1.00
summoning Appr. & appraising	2.50
appraisers Bill & Copy, Entry & Return	1.45
Printer fees $4.25 Copy to printer 25.	4.50
	$9.45

N. Jones Sheriff Del. Co. Ohio

Received

Cost Docket Page 510

James M Gardner
vs
John M Blue et al

Debt $400.00
Damage 1.65
Costs 3.25
Writ .41

Filed Sept 29, 1848
Chas Hutchinson Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ 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 ~~Septe~~ 19th day of September A.D., 1848.

James M Ingham

recovered against John M Blue & John M Blue and Paris Horney

as well as the sum of Four Hundred dollars ~~and~~ ~~cents~~ for his debt, as the sum of One dollar and Sixty five cents, for his damages as also the sum of $3,25 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 M Blue & John M Blue and Paris Horney,

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the nineteenth day of September A.D., 1848, 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 M Ingham

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 September A.D., 1848.

John Cassil Clerk.

Ex Docket Page 510

Lanus M. Ingham
vs
John M Blair Jr.
John M Blair Jr
Pan's Heirs

Debt $400.00
Damages 1.65
Costs 3.25
41
Lon'r

Filed May 29. 1849
J. Pinkadoff Clerk

Received

Received this writ November 16. 1848 there being no goods or chattles found whereon to levy & therefore levied on the following described real estate, to wit: lying and being in the County of Union being part of Survey No 9922 and bounded as follows beginning at a Buroak South west corner of said Survey thence with the original Survey line N 12° W 143 poles to a Stake south west corner of Albert R. Whites land thence N 78° E 111 poles and 22 links to a Stake North west corner of John Cheneys land thence S 11. 25 E 143 poles to a Buckeye and Hackberry in the south patent line being the south west of John Cheneys land thence 111 poles & 22 links along the original survey line to the place of begining containing one hundred acres be the same more or less. January 19. 1849. had the same appraised April 12. 1849 by the oaths of Taber Randell Henry Bennet and Jessee Bowen at twelve dollars per acre. and advertised said real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County. for at least thirty days previous to the day of sale. in pursuance of said notice I afterwards. to wit: on the 29th day of May 1849 between the legal hours of ten O clock A. M. and four O. clock P. M. offered said real estate for sale by public Outcry at the door of the court House in said County and not sold for want of bidders. Fees = mileage 90
Inquest 1.00
Apro fees 1.50
Copy of Apprst .25
service 35
advertising 25
Levy 35
In fees 3.50 = $8.10

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 Nineteenth day of September A.D., 1848 James M. Ingham recovered against John M. Blue Jr John M Blue and Paris Homey, as well as the sum of Four Hundred ——— dollars ~~and cents~~ for his debt, as the sum of One dollars and Sixty five cents, for his damages, as also the sum of $ 3.25 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 M Blue Jr. John M Blue and Paris Homey you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Nineteenth day of September A.D., 1848, 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 M Ingham

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 16th day of November A.D., 1848.

James Kinkade Jr Clerk.

.511

James M. Ingham
vs
John M. Dunsp. John W.
Thos. & Paris Kenny

Ord. & Mor. 60
Damages 1.65
Costs 3.25
Amt. Sept. 19/48.
Accrued costs 22.93
Writ .41

Filed May 27. 1850
James Kirk Sheriff

Recorded

Pl. Mell. Nich
Atty. for Pltff

Received this writ December 17th 1849 in obidience to the within command I duly advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County, Ohio, for at least 30 days previous to the day of sale I afterwards, to wit: on the 4th day of March A.D. 1850 it being the day I advertised the same to be sold, offered said real estate for sale by public auction at the door of the Court House in Marysville between the legal hours of ten O.clock A.M. and four O.clock P.M. and not sold for want of bidders.

Fees = advertising 25
Service 35
Mileage 5
Pr fee $3.50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of John M. Blue Jr John M Blue and Paris Horney. Dwt. lying and being in the County of Union being part of Survey No. 9922. and bounded as follows begining at a bur oak south west corner of said survey: thence with the Original survey line N. 12. W 143 poles to a Stake south west corner of Albert R Whites land: thence N. 78. E 111 poles and 22 links to a stake north west corner of John Chaneys land; thence S 11. 25 E 143 poles to a buckey and hackberry in the south patent line being the south west of John Chaneys land: thence 111 poles & 22 links along the Original Survey line to the place of begining containing One hundred acres more or less.

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

the sum of Four hundred ——— dollars and ——— cents for his Debt & $1.65 for his damages, together with $ 3.25 for his costs, with interest thereon from the 19th day of September A.D. 1848 until paid, which late in our said Court the said James M Ingham recovered against the said John M Blue Jr. John M Blue and Paris Horney as of record is manifest. Also, $ 22.93 ——— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said James M Ingham

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

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 17th day of December A.D. 1849

James Kirkade Jr Clerk.

Filed Sept 19. 1848
John Cossil Clk

Ingham
vs
Blue et al

Issue execution to Shff of Delaware & also to Shff of Union Co.

Powell & Burke
Atty's
per L. Fenske

Civil/Domestic Case File

Case No. 1848-CV-0043

No. 48-cv-43

Union Common Pleas Court.

Thomas M Sloan
Plaintiff,

AGAINST

Jacob Reed,
Defendant.

MAY TERM 1849

Discontinued
Judgment VS Plaintiff

Journal 4 Page 178

Record No. No Record Page

Ex. Doc. Page

by the defendant, for the use of the plaintiff;

And in twenty five hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them.

And the defendant afterwards, on the day and year last aforesaid at the County of Union 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 hath disregarded all his said promises and hath not paid any of the said moneys, or any part thereof, To the damage of the plaintiff of four thousand dollars, and therefore he brings his suit &c

By Jas H Godman &
Allison & Lemy his Attys

In Union Com Pleas
Thomas A Moore
vs
Lucas Reed
In Assumpsit - Narr
Filed November 4 1848
Jerry Vinnedge Clk

Jas H Godman &
Allison & Lemy

The State of Ohio } Court of Common Pleas, of Union County
Union County ss } Of the Term of September A.D. 1848

Thomas M Sloan, complains of Jacob Reed in a plea of Assumpsit, For that whereas, the defendant on the first day of March A.D. 1847 at the County of Marion, Ohio, to wit, at the County of Union aforesaid, 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 Two hundred and forty two & $\frac{35}{100}$ dollars four months after the date thereof with interest from the date thereof, which period hath now elapsed:

And whereas also, the defendant on the first day of March A.D. 1847 at the County of Marion, Ohio, to wit, at the County of Union aforesaid, made his other 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 forty two & $\frac{35}{100}$ dollars, eight months after the date thereof, with interest from the date thereof, which period hath now elapsed:

And whereas also, the defendant on the first day of March A.D. 1847 at the County of Marion, Ohio, to wit, at the County of Union aforesaid made his other 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 forty two & $\frac{35}{100}$ dollars, twelve months after the date thereof, with interest from the date thereof, which period hath now elapsed:

And whereas also, the defendant on the thirteenth day of June A.D. 1847 at the County of Union aforesaid, made his other promissory note in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the order of plaintiff: One hundred and ninety three & $\frac{86}{100}$ dollars four months after the date thereof, with interest from the date thereof, which period hath now elapsed:

And whereas also the defendant on the fifteenth day of June A.D. 1847 at the County of Union aforesaid, made his other promissory note in writing and delivered the same to the plaintiff; and thereby then and there promised to pay, to the order of the plaintiff One hundred and ninety three & $\frac{86}{100}$ dollars, seventy six days after the date thereof, with interest from the date thereof, which period hath now elapsed;

And whereas also, the defendant on the first day of April A.D. 1848 at the County of Union aforesaid was indebted to the plaintiff in the sum of twenty five hundred dollars for the price and value of goods, then and there bargained and sold by the plaintiff to the defendant, at his request:

And in twenty five hundred dollars, for the price and value of goods, then and there sold and delivered by the plaintiff to the defendant; at his request:

And in twenty five hundred dollars, for work then and there done, and materials for the same provided, by the plaintiff for the defendant, at his request:

And in twenty five hundred dollars for money, then and there lent by the plaintiff to the defendant at his request:

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

And in twenty five hundred dollars for money, then and there received

In Union Com Pleas

Thomas H Sloan

vs

Jacob Reed

Praecipe - In Assumpsit.

Filed Sept 20. 1848
John Carrel Clk

Pas H Todman &
Allison & Curry

The State of Ohio. Union County ss.

Thomas N Sloan
vs
Jacob Reed

In Assumpsit.
Damages $4000.00

The clerk of the court of common Pleas of said County will issue a summons in this case returnable forthwith, and endorse thereon. Suit brought on three several promissory notes, given by deft. to Pltff dated March 1st 1847. Due respectively in four, eight & twelve months from date for $242.35 each, with interest from date. And on one promissory note given by deft to Pltff. dated June 13th ~~15th~~ 1847. Due in four months thereafter for $193.86 with interest. Also on a promissory note given by Deft. to Pltff. dated June 15th 1847 Due in 76 days ~~thereafter~~ with interest. &c. Also for goods sold and delivered, money had and received &c. Now demanded as now due $250.00

Sept 20th 1848

Jas H Godman &
Allison & Curry Attys
for Pltff.

Suit brought on three several promissory notes given by Deft. to Pltff
dated March 1st 1847. due respectively in four eight and
twelve months from date for $242.35 each with interest
from date. and on one promissory note given by deft. to
Pltff. dated June 13th 1847. due in four months thereafter
for $193.86. with interest, also on a promissory note given
by deft. to Pltff. dated June 15th 1847. due in 76 days thereafter
with interest &c also for goods sold and delivered money
had and received &c Sum demanded as now due
$2500. Sept 20. 1848. Jas H Godman
Allison & Curry attys for Pltff

Union Com Pleas
Thomas M. Sloan
v
Jacob Reed
Filed Sept 23. 1848
Thos Whitlock Clerk

Please file suit by entering it on the within
mentioned Judgment & certify only the costs
for 23. 1848. Fees — mileage 95
copy 20
service 35 — $1.50
Phillips Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We command you to summon Jacob Reed,

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 Thomas M. Sloan,

in a plea of Assumpsit damages Four thousand _____ dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20th day of September A. D. 1848.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0044

No. 48-CU-44

Union Common Pleas Court.

James A. McLain
Plaintiff,

AGAINST

John Cassel
Defendant.

MAY TERM, 1849

MAY TERM, 1849

MAY TERM, 1849

JUDGMENT VS DEFENDANT
$408 20

Recorded &
Indexed,

Journal	4	Page	179
Record No.	5	Page	360
Ex. Doc.	1	Page	547

L. 45

Chan.. Com. Plas

James A. McLan...

vs

Joh... Cassel

Pre... ... Am....fit.

Filed Sept 24th 45

John Cassel Dr

Cert bill Mad.

Recd

Recorded

James A. McLain } Union County Pleas.
John Cook } In Attachment.
Damages $450.00

In this Case the Clerk will issue Summons returnable forthwith, endorse "Suit brot on note of hand given by deft. to James K. Gill & payable to him or bearer for $371.00, dated Sept. 16, 1847 due one day after that date — whole amt. of principal & interest due & unpaid: also for money lent & received, money lent, goods sold & delivered, &c. &c."

John K. Young
Atty. for Plff.

Sept. 24, 1848.

To Clerk of Union Common Pleas.

Union Com Pleas

James H. McLain

v

John Cassil

Suit brought on note of hand given by defendant to James H. Gill, & payable to him or bearer for $371.00 dated Sept 16, 1847, due one day after that date — whole amt of principal & interest due and unpaid — also for money had & received, money lent, goods sold & delivered &c, &c.

John H. Young, Atty for Plff.

Defendant's demurrer this & Joyce service, the writ, dismissed this 20th day of Oct. 1848 — Saturday Nov 18 48.

John Cooper

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Cassil

to appear ~~on the first day of our next term~~ Forthwith, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto James A M Cain

in a plea of Assumpsit damages Four Hundred & fifty dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20th day of September A. D. 1818.

John Cassil clerk

Union Com. Plas

James A. McLain

v

John Cassil

Char. in Assumpsit.

Filed Sept 20. 1848
John Cassil Def

Wm M. Amy, atty.

Union County, Court of Common Pleas,
of the Term of September A. D. 1848.

The State of Ohio
Union County } ss.

James A. McLain Complains of John Cassil in a plea of Assumpsit, for that whereas the defendant, on the Sixteenth of September in the year eighteen hundred and forty seven at the County of Union aforesaid, made his certain promissory note, in writing, and thereby promised to pay to James H. Gill or bearer the sum of three hundred and seventy one dollars, one day after the date thereof, which period has now elapsed: and the said James H. Gill then and there delivered, transferred, and assigned the said note to the plaintiff, and he then and there became, and was, and is, the lawful bearer thereof; and the defendant, in Consideration of the premises, then and there promised to pay the amount of the said note to the plaintiff, according to the tenor and effect thereof: Yet the said defendant has disregarded his promises and hath not paid any of the said moneys or any part thereof: to the damage of the plaintiff of four hundred and fifty dollars; and therefore he sues &c.

John H. Young,
Atty. for Plff.

2 - 547

Union Common Pleas

James A. McLain
vs
Wm. Cassil

Damages $408.90
Costs 3.36
Writ .41

Filed Nov. 20. 1849
James Kirkpatrick clerk

Recorded

L. N. Jones

Received this writ September 6. 1849. Levied ~~Nov. 20~~ October 15th 1849 upon the following described real estate, to wit; In Lot No. (40) in the town of Marysville in Union County. Ohio. there being no goods or chattles found whereon to levy, had the same appraised on the 17th day of October A.D. 1849, by the oaths of James Turner Rawson Welch and Thomas Turner at three thousand five hundred dollars and delivered a certified copy thereof to the Clerk of the Court from whence this writ issued. Advertised the same for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County. Ohio. for at least 30 days previous to the day of sale, I afterwards. to wit; on the 20th day of November 1849 (it being the day I advertised the same to be sold) between the legal hours of 10. O.Clock A.M. and 4. O.clock offered the same for sale at the door of the Court House in said County. by Public Auction and not sold for want of bidders.

Fees = mileage 05
Service 35
Inquest 1.00
Copy Apprs. 20
appr fees 1.50
Sr fee 1.00
advertising 25

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 29th day of May A.D., 1849 James A. McLain recovered against John Cassil as well as the sum of Four Hundred & Eight dollars and Ninety cents for his ~~debt, as the sum of~~ ~~dollars and cents for~~ damages, as also the sum of $ 3.36 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 Cassil

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 29th day of May A.D., 1849, 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 A. McLain

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 31st day of August A.D., 1849.

James Kinkade Jr. Clerk.

547

James A. McLain
vs
John Cassio

Damages $408.90
Costs 3.36
Int from May 29/49
Increased costs 4.76
Int'r 41

Recorded

Fi fa. Iss. 1850

Filed May 28, 1850
Philip Nach Clk

J. A. McLain adv

Received this writ March 21st 1850. advertised the within described real estate for sale by publication in the Marysville Tribune a News = paper published and in general circulation in Union County for at least 30 days previous to the day of sale. in pursuance of said notice on the 27th day of May A.D. 1850 between the hours of ten O.Clock A.M. and four O.clock. P.M. I offered said real estate for sale by public Auction at the door of the Court House in Marysville. Not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
Pr fee $1.50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of John Cassil, Tenant, In Lot No. (40) in the town of Marysville in Union County Ohio.

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

the sum of Four hundred and Eight dollars and Ninety cents for his ~~for~~ damages, together with $3.36 for his costs, with interest thereon from the 29th day of May A.D. 1849 until paid, which late in our said Court the said James A. McLain

recovered against the said John Cassil

as of record is manifest. Also, $4.76 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said James A. McLain

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

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 21st day of March A.D. 1850

James Kirkade Jr Clerk.

Filed Aug 27. 1849
D Kirkpatrick CR

James A. McLain
v.
John Cassel

Union Common Pleas.
Judgt. ~~June~~ May Term 1849.

Issue Execution.
John H. Young
Pltffs. atty.

To the Select. of Union
Common Pleas

Aug. 23, 1849.

Filed Mar 13. 1880
J Rinkradeh clk

James A. McLain } ~~Clerk~~ Union Com. Pleas.

vs.

John Cassil } Sum Execution.

To Clk. of Union Com. Pleas.

John H. Young, Atty. Plff.

Civil/Domestic Case File

Case No. 1848-CV-0045

No. 48-CV-45

Union Common Pleas Court.

Thomas Moodie
Plaintiff,

AGAINST

Wm Blue et al
Defendant.

MAY TERM, 1849

JUDGMENT VS DEFENDANT
$2299 74

Recorded &
Indexed,

Journal 4 Page 263 196

Record No. 3 Page 383

Ex. Doc. Page

In Union Com Pleas

Thomas Moodie
for Use
vs

Wm Blue et als

Prae – In Assumpsit

Filed Sept 20. 1848
John Cassil Clk

Allison & Cum

Thomas Moodie for the use of the City Bank of Columbus
vs.
William Blue,
John M. Blue,
Jacob Reed, &
Joshua Marshall

In Assumpsit.
Damages, $3000,00

Issue a summons returnable forthwith. Endorse "Suit brought upon a bill of exchange executed on the 21st of January 1848 by Defendants to plaintiff, upon W. M. Vermilye of New York for two thousand thirty two and $\frac{65}{100}$ dollars, payable sixty days after date (acceptance waived.) Also, for goods sold and delivered, money had & received &c.

Allison & Curry
Attorneys for plaintiff.

Union Com Pleas

Thomas Moodie for &c

vs

William Blue et al

Sept. 21st 1848 personally served this writ by leaving with John M. Blue at his residence a certified Copy of the same, the other within named persons not found in my Bailiwick

Shff fees Mile .60	
Service —	35
Copy —	15
	$1.10

N. Jones Shff
Vol. Co, O.

Fees paid by Plffs Attorneys N. Jones Shff

Filed Sept 22. 1848
John Cassil Cl

Suit brought upon a bill of Exchange executed on the 21st of January 1848, by defendants to Plaintiffs order for Two thousand Dollars payable sixty days after date (as certain as written) also for goods sold and delivered, money had and received &c,

Allison & Curry
Attys for Plaintiffs

1

STATE OF OHIO, UNION COUNTY, SS.

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

We command you to summon William Blue, John M. Blue, Jacob Reed and Joshua Marshall,

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 Thomas Mordie for the use Of the City Bank of Columbus

in a plea of Assumpsit damages Three thousand dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20th day of September A. D. 1818.

John Cassil Clerk.

Suit brought upon a bill of exchange executed on the 21st of January 1848 by defendants to Plaintiff, upon Will Vermilye, of New York for Two thousand thirty two and 65/100 dollars payable sixty days after date (acceptance waived) Also for Goods sold and delivered, money had and received &c,

Allison & Lemy
Attorneys for Plaintiffs'

Served this writ by delivering to Joshua Marshall and William Blue each a certified copy thereof Sept. 21. 1848 and by delivering to Jacob Reed a certified copy thereof September 23rd 1848

Fees = mileage 1.00
copies .50
service .75 = $2.25

Philip Snider Sheriff

Union Com Pleas
Thomas Mercie
for &c
vs
William Blue et al

Filed Sept 23, 1848
Jamus Martzoff Clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Blue, John M Blue, Jacob Reed and Joshua Marshall,

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 Thomas Moodie for the use of the City Bank of Columbus,

in a plea of Assumpsit damages Three thousand — dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 20th day of September A. D. 1818.

John Cassil Clerk.

Union Common pleas. No. 46

Thomas Moodie, for use, &c

vs. } Assumpsit.

William Blue et als

Declaration

Filed November 1. 1848

James Kirkade Jr. Clk

Cost Bill made

Record

(Recorded)

Allison & Curry,
Attorneys.

Put the Defendants hereinafter all their said proms=
=ises, and have not paid any of the said moneys, nor any
part thereof; to the damage of the Plaintiff Three
thousand dollars, and therefore he brings his suit, &c.

By Allison & Curry,
His Attorneys.

The State of Ohio, } Court of Common Pleas of Union County,
Union County, ss. } Of the Term of September A. D. 1848.

Thomas Moodie complains of William Blue John M. Blue, Jacob Reed, and Joshua Marshall, in a Plea of Assumpsit, for that whereas the said Defendants, on the twenty first day of January A. D. 1848, at the County of Union aforesaid, made their Bill of Exchange in writing and directed the same to W. M. Vermilye, and thereby required the said W. M. Vermilye to pay to the order of Thomas Moodie Two Thousand Thirty two & 65/100 dollars in sixty days after the date thereof, and thereby then and there waived the acceptance thereof, and then and there delivered the same to the said Thomas Moodie; and the plaintiff avers that afterwards, to wit, on the 24th day of March A. D. 1848, at the City of New York, to wit, at the County of Union aforesaid the said Bill of exchange was presented and shown to the said W. M. Vermilye for payment thereof, according to the custom and usage of Mer=chants, and the said W. M. Vermilye was then and there request=ed to pay the said sum of money therein specified according to the tenor and effect thereof, but the said W. M. Vermilye then and there wholly neglected and refused to pay the same; and thereupon the said bill of exchange was afterwards, to wit, on the day and year last aforesaid, at the City of New York aforesaid, to wit, at the County of Union aforesaid, duly protested for non-pay=ment thereof according to the said usage and custom of Mer=chants, whereof the said Defendants afterwards to wit on the day and year last aforesaid, at the City of New York afore=said, to wit at the County of Union aforesaid had notice; by reason whereof, and also by reason of the said custom of Merchants, the said Defendants then and there became liable to pay the said plaintiff the said sum of money in the said bill of exchange mentioned, when they, the said Defendants should be thereunto afterwards requested; and being so liable they, the said Defendants, in consideration thereof, afterwards, to wit, on the fourth day of July A. D. 1848, at the County of Union aforesaid, promised the plaintiff to pay him the amount of the said Bill of exchange on request;

And whereas also the Defendants on the fourth day of July 1848, at the County of Union aforesaid, was in=debted to the plaintiff in the sum of Three Thousand Dollars for the price and value of goods then and there sold and delivered by the plaintiff to the Defendant, at his request;

And in ~~Twenty five Hundred Dol~~ Three Thousand Dollars for money then and there had and received by the Defendant for the use of the plaintiff.

And the Defendants, on the day and year last aforesaid at the County of Union aforesaid, in consideration of the premises respectively, promised ~~the~~ plaintiff to pay him the sevenal moneys herein last above mentioned on request,

Served this writ personally upon the within named Jessee Bowen May 30. 1849

Jacob Reed

Wm Cum Rem

Thos Brooke Esq
vs
Wm Bloss & Ors

Writ for ins

Filed Aug 31. 1849
Geo Pinkerton Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON William Hamilton John Lenix and Jesse Brown

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the first day of next term, at ten o'clock, A. M.~~ on the third day of the present Term at nine o'clock A.M., to testify and the truth to speak on behalf of William Blue & Wife

in a certain controversy in said Court depending, wherein

Thomas Moodie Jr & c is Plaintiff, and William Blue & Wife

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~~ James Kirkpatrick, Clerk of our said Court, at the Court House aforesaid, this 29th day of May A.D., 1849.

James Kirkpatrick Jr Clerk.

Served this writ personally upon the within named Warret C. Carter. May 29. 1849. also upon Aquilla Turner May 30. 1849. Same day made personal service upon Hamilton Blue

Fees — mileage 2.0
Service 3.75 = 5.75

Philip Snider Sheriff

Hamilton Blue
vs
Warren Blue et al

Filed Aug 31, 1849
A. McMackin Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Hamilton Blue ~~Aquilla Turner. William Hamilton. John Lewis. & Jesse Brown~~ & Warrett O Carter

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~~ third day of ~~next~~ present term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of William Blue et al

in a certain controversy in said Court depending, wherein Thomas Moodie Jr & c is Plaintiff, and William Blue et al is Defendant: and this the shall in no wise omit, under the penalty of the law; and have then there this writ.

WITNESS, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of our said Court, at the Court House aforesaid, this 29th day of May A.D., 1849. James Kinkade Jr Clerk.

Purchasers Names	Articles Sold		Amt $	Cts
Abel S. Mershon	1 Plow mole	paid		81
John B Benedict	" " "	paid		76
Jesse Reed	" " "	paid		75
John Chapman	1 pr Steel yards	paid	1	75
Dr Brice	Epsom salts 6 pr lbs @ 3	paid		19 pr
Joseph Cameron	Gun powder 5 1/4 " @ 25		1	31 1/4
Joshua Marshall	Young H. Tea 19 1/4 lbs	37	7	12 1/4
Joshua Marshall	Tobacco lb plug 26 1/4 "	9	2	36 1/4
E. S. D Reed	" " " 14 pr "	13	1	88 1/2
Joseph Cameron	" 6 twist 9 pr	5	paid	47 pr
Joseph Cameron	" tobacco box	1		01
Jonathan Haynes	1 Stone Jug	paid		13
Joshua Marshall	Jar of McAvoy Snuff 9 pr		1	25
John Chapman	1 pr doz waggon boxes	paid		71
James Stout	Tobacco Knife	pd "		31
James Stout	Aloes 6 oz	pd "		12 pr
Joseph Cameron	1 Tumbl			12 pr
Dr. Brice	1 lot Shaving soap	paid		14
Joseph Cameron	21 3/4 lbs Allum @ 7		1	52
Jonathan Haynes	1 lot of Books	paid		45
Jesse Reed	15 3/4 lbs Copperas	@ 6 paid		94 pr
John Chapman	1 pocket book	paid		8 pr
Joshua Marshall	4 1/4 lbs Glue	" 6		25 pr
Joshua Marshall	1 pr box 8 by 10 glass	pd "	1	60
Joseph Cameron	1 pr gallon Brandy & Keg			96
E. S. D. Reed	1 1/4 " Wine & Keg		1	91
Joshua Marshall	69 3/4 lbs Maple Sugar @ 7 pr		5	23
Joshua Marshall	1 Sugar barrel			28
E. S. D Reed	53 3/4 lbs O. Sugar & barrel @ 7 pr		3	99

Joshua Marshall	Oven lid			6/6
Jonathan Haynes	1 pr Trace chains	paid		72
John Chapman	1 " do "	paid		56
Jesse Reed	1 " " "	paid		62½
Joseph Cameron	43 lbs 8d " nails	@ 5	2	15=
E. S. & Reed	3 lbs 10 oz Indigo	@ 1,06¼	3	85-
A. S. Merston	1 10/16 lbs Starch	paid		12½
Jason Chapman	7 9/16 " 6d " nails	@ 6/4 paid		44½
John Chapman	16 " madder & box	@ 15 paid	2	40
Hiram Andrews	1 Preserve Jar			40-
Hiram Andrews	1 do "			70-
Joshua Marshall	6 bottles Olive oil	@ 7		42-
Joshua Marshall	10 " Castor "	7¾		77½
Doris Horney	2 " Black Ink	@ 8 paid		16
Joshua Marshall	4 " Ginseng Panacea		1	00-
Joseph H Chapman	4 " Tsp. Cinnamon	paid		18
L. N. Haynes	5 " " peppermint	paid		16
Joshua Marshall	10 " Paragoric	@ 4		40-
E. S. & Reed	1 Jar & candy	pd.		41-
E. S. & Reed	1 " & candy	pd.		39-
James Stout	1 " & Loaf Sugar	pd.		38
John P. Stout	1 " & Cloves	pd.		71
Hiram Andrews	1 cotton Umbrella			45-
Jacob Reed	1 " do "			25-
James Stout	2 curry combs	pd.		16
Jesse C. Reed	2 " "	paid		16
James Stout	2 small palm hats	pd.		12½
Joshua Marshall	1 cloth cap			31-
Henry Bennet	2 balls wrapping yarn	pd.		20
James Stout	2 " wicking	pd.		11

John Chapman	1 cotton handk	pd	03
John P. Stout	3 " do	@ 4½ pd	13½
Appellies Eastman	2 " "	4 paid	08
James Stout	10 " " pd	@ 2¾	27½
Joshua Marshall	2 Stand covers	@ 8	16-
Joshua Marshall	2 Ink Stands	8	16-
James Stout	3 pepper boxes	pd	10
Joshua Marshall	2 pr children stocking	@ 6½	12½
Joshua Marshall	1 womans Shawl		44-
Joshua Marshall	1 do "		41-
Jacob Reed	1 Moreno "		37½
Jacob Reed	1 plaid Shawl		18-
Joshua Marshall	1 fur hat		68-
Joshua Marshall	1 " "		70-
Joshua Marshall	1 " do		75-
James Stout	1 hat box	pd	10
Joshua Marshall	1 fur hat		75-
Joshua Marshall	1 " "		68-
Joshua Marshall	1 " "		75-
Adam Blue	1 Straw bonnet	pd	06¼
E. S. & Reed	1 " "	pd	06-
E. S. & Reed	1 " "	pd	07-
John Chapman	1 " "	paid	50
Jacob Reed	1 Leghorn "		1 70-
John P Stout	1 bonnet box	pd	32
James Stout	5 Small boals	@ 6¼ pd	31¼
Jacob Reed	1 Sugar boal		20-
James Stout	1 Shaving box	pd	09
Joshua Marshall	1 pitcher & Creamer		25-

Purchasers Names	Articles Sold	
Joshua Marshall	2 balls wraping yarn	10-
John P Stout	2 Slates pd	16.
James Stout	1 coffee pot pd	29
Joshua Marshall	1 do "	17-
Hiram Andrews	1 bed cord & picture frame	31-
John P. Stout	1 canister pd	17
Joshua Marshall	1 large pan	37-
Joshua Marshall	1 tin pail	37-
James Stout	1 " do pd	41
James Stout	1 " do pd	45-
James Stout	10 tin cups pd	41
James Stout	1 coffee pot pd	29
Jacob Reed	1 " do	25-
John P. Stout	1 skimmer pd	03
Joshua Marshall	1/2 Gross Matches	16-
Adam Blue	1/4 lb Borax & 19 paper Matches pd	10
James Stout	2 pr women shoes @ 31½ pr	62½
Joshua Marshall	3 " " " @ 23	69-
Hiram Andrews	3 " " " @ 22	66-
Joshua Marshall	4 " " " @ 27	108-
Joshua Marshall	1 " mens boots	112½
Joshua Marshall	1 " Overshoes	22-
Joshua Marshall	4 " womens shoes @ 25	100-
Joshua Marshall	4 " childrs " " 15	60-
Joshua Marshall	1 " womens Slips	32-
Joshua Marshall	1 pr mens boots	65-
Joshua Marshall	1 book band	45-
Joshua Marshall	1 halter	50-
Joshua Marshall	1 do	50-

James Williams	2 yds Br. Cloth	@ 2.18 pd	4	36
Abr. Carr	2 " " "	2 80 p	5	61 -
I. Marshall	9 3/4 " calico	9 p		92 3/4
John P. Stout	3 3/4 " "	7 p pd		29
Warrit O. Carter	8 p " "	10 3/4 pd		91 3/4
I Marshall	7 p " "	7 3/4		57 -
I. Marshall	9 " M Delane	15	1	35 -
E. O. Carter	6 p " calico	6 3/4 pd		42 p
I Marshall	8 p M. D. lane	12 p	1	06 1/4
Henry Bennett	8 yds Gingam	14 pd	1	12 -
I. P. Stout	8 " Lawn	15 p pd	1	24
Silas Carr	7 p " Bombazin	14 p pd	1	09
I Marshall	14 p plaid Alpaca	17	2	46 p
I. Marshall	6 " Moreno @	29	1	74 -
I Marshall	11 p " plaid Alpaca	36	4	08 -
I. Marshall	3 p " Tweeds	34	1	19 -
James Williams	5 5/6 " blue drill pd	12 p		72 p
Benjn Hamilton	1 3/4 " Buckram	12 p pd		21 p
I Marshall	21 p plaid Summer Stuff	10	2	15 -
James Stout	1 yd " gingam	20 pd		20
E. O. Carter	3/4 " Moreno			25 -
Lewis Horney	8 " Black Alpaca pd	25 1/4	2	02
Silas Carr	6 1/8 " Victory Twill	7 p pd		46
James Williams	8 3/8 plaid Tweeds pd	20 p	1	72
I. Marshall	5 3/8 " blue satinette	72 p	3	89 p
I Marshall	7 p " Stk Jeans	12 p		93 3/4
I. Marshall	7 " Green Bombazett	12 p		87 p
I Marshall	9 p 4 " "	10		92 p
Benjn Hamilton	2 p " "	14 pd		35

Purchasers	Articles sold			
Harvey Moore	8 yds calico	9¼	pd	74
James Roberts	7½ yds calico	9½	pd	71½
Harvey Moore	¾ " plaid gingham		pd	0.8
J. Marshall	7½ " calico	6		.45
J. Marshall	5⅓ "	9½		50½
J. Williams	3 " "	10½	pd	31½
J. P. Stout	9 " "	9	pd	81
James Williams	16½ " "	7¾	pd	1 28
J. Marshall	4½ " "	8¾		39
J. Marshall	15 " "	9½		1 42½
Harvey Moore	16¼ " "	9	pd	1 46¼
Jesse Reed	15¾ " "	5½	pd	86¼
James Williams	12 " "	10½	pd	1 26
Harvey Moore	14½ " "	9	pd	1 30½
J. Marshall	26½ " "	6½		1 75
James Stout	11½ " "	9	pd	1 03½
James Williams	7¼ " "	9¾	pd	71
Harvey Moore	12½ " "	11	pd	1 37½
James Williams	6 " "	9¼	pd	55½
J. P. Stout	9½ " "	10	pd	95
James Williams	3¼ " "	10	pd	32½
Thomas Chapman	2 " "	8	pd	16
J. P. Stout	16½ "	9¾	pd	1 62
J. Marshall	26 " "	8½		2 21
J. Marshall	18¾	6½		1 22
J. Marshall	17¾	7¾		1 37½
Silas Parr	16	11	pd	1 76
J. Marshall	13⅓	8		1 07
John D. Guthery	2 vest patterns	@ 56¼	pd	1 12½

Purchaser's names	Articles sold		
James Stout	Bureau cloth	pd	50
James Stout	1 satchel & ribbon	pd	20
Joshua Marshall	1 pr silk hose		26-
Silas Parr	6 shirt collars	@ 6¼ pd	39
James Stout	8 " "	@ 6¼ pd	50
I. Marshall	1 pr spectacles		10-
Silas Parr	1 bott ribbon	pd	50
I. Marshall	1 " "		21-
John P Stout	1 " "	pd	22
Silas Parr	1 " "	pd	50
I Marshall	1 " "		12-
Henry Bennet	1 " "	pd	07
Silas Parr	1 " "	pd	25
I Marshall	1 " "		57-
James Stout	1 " "	pd	13½
John P Stout	1 " "	pd	56¼
I Marshall	1 " "		14-
James Stout	1 " black "	pd	08
I Marshall	2 ladies caps		18-
Joseph Cameron	1 cap & 2 capes		44-
John P. Stout	ladies bosoms & cuffs	pd	25
Silas Parr	4 mens stocks	@ 6 pd	24
Henry Bennet	1 piece ~~lace~~ edgeing	pd	06¼
James Stout	1 yd ferreting	pd	20
I. Marshall	1 waist buckle		12½
I. Marshall	1 " "		19-
James Stout	7 yds lace	4 pd	28
John P. Stout	9 " "	3¾ pd	33¾
James Stout	1 bott lace	pd	23½

John P. Stout	1 piece Insertion	pd			12½
Joshua Marshall	2 yds Bleached muslin				09-
John P Stout	1 white vest pl	pd			09
William Wilson	4⅛ yds B. muslin		@ 9	pd	37⅛
William Wilson	7¼ " " "		" 4	pd	29
Charles Rosette	8½ " " "		" 4	pd	34-
John P Stout	11 " Flazed "		8⅓	pd	91⅔
William Wilson	11 " Calico		10¼	pd	112¾
George Williams 2d	5¾ " Ticking	pd	9½	pd	54½
Joseph Roseberry	10½ " "	pd	9½		99¾
Silas Parr	27½ " "	pd	11		3 02½
Silas Parr	35¼ " Check	pd	7¾		2 65
Joshua Marshall	10½ " calico		6½		68¼
J. Marshall	5¾ " "		5		28¾
Harvey Moore	8 " "		10½	pd	84
James Williams	16½ " "	pd	7		1 15½
John P. Stout	14⅓ " "		7½	pd	1 04
James Williams	3⅔ " "	pd	10		36⅔
J Marshall	7¾ " "		8½		66-
James Williams	4¼ " "	pd	10½		44½
Harvey Moore	7½ " "	pd	12¾		96
James Stout	8¼ " "		9	pd	74¼
William Wilson	21 " "	pd	6¾		1 41¾
William Wilson	15 " "	pd	8½		1 27½
James Stout	14 " "		9	pd	1 26
Harvey Moore	8 " "	pd	10½		84
J. Marshall	3 " "		6½		19½
Thomas Parr	1½ " "	pd	15½		25

James Stout	2 white handled razors pd	27
Joseph Cameron	2 " " "	25-
Appelles Eastman	3 " " paid " @12½	37½
Dr Welch	2 black " " paid	60
Hiram Andrews	1 Chinese & 1 common "	40-
Silas Parr	1 lot of butts & Gun Lock pd	50
James Stout	4 doz Screws pd	13
John Chapman	4 bors bad paid	16
Dr Welch	1 Inch Auger paid	29
James Stout	1 " " paid	28
Jonathan Haynes	1 " " paid	28½
Dr Welch	1 3/4 I " paid	22
Jacob Reed	1 " "	21-
Silas Parr	Chest locks & Bridle bits pd	51
Joshua Marshall	1 lot Buckles & rings	12½
Thos. Chapman	1 Spur Auger bit paid	27
James Stout	1 ½ In " pd	19
Joseph Cameron	1 ½ " "	20-
Jacob Reed	1 ½ " "	17-
James Stout	5 bolts for doors pd	08
James Stout	1 lot mustard seed pd	09
John P. Stout	1 lot braid piping &c pd	08½
Silas Parr	2 3/4 yds Irish linen @37½ pd	1 01¾
James Stout	1⅓ " " " 40 pd	53⅓
~~J Marsh~~ J. P. Stout	2 1/16 " Bonnet Silk @19½ pd	40
C. P. Blodgett	" " pd	06
J. Marshall	1½ " " 12½	18¾
Silas Parr	1 linen hdk pd	06½
Silas Parr	1 white Silk veil pd	65

I. Marshall	2 large dishes @ 19		38-
Silas Parr	5 box Shoe Blac	3 pd.	15
Silas Parr	7 papers Shoe tax	9 pd.	63
I. Marshall	8 gross Shoe makers tax @ 6¼		50-
John P. Stout	1 lot Screws	pd.	13½
James Stout	5 door bolts & 2 papers tax	pd.	20
James Stout	¼ lb Rhei	pd.	04
I. Marshall	Gum & Shoe polish		03-
Jacob Reed	1 peg Float		13-
James Stout	41 balls Shoe thread	pd	12½
James Stout	5 awl halves	pd.	07
James Stout	2 boxes bonnet wire	pd.	07½
Jonathan Haynes	12 Gimblets	paid	16⅔
I. N. Haynes	10 martingal rings	pd.	10
I. Marshall	4 doz buckles		12-
James Stout	32¾ yds muslin @ 7½	pd.	2 45½
Joseph Cameron	32½ " " " 8		2 60-
Silas Parr	26¾ lbs tobacco @ 10½	pd.	2 49½
E. S. & Reed	59¾ " coffee @ 8½	pd.	5 07¾
James Stout	22 2/16 " pepper " 8	pd.	1 77
John P. Stout	15¼ " Spice	10 pd.	1 52½
James Stout	25½ " rosin @ 3	pd.	76½
John P Stout	1 bunch Sewing silk	pd.	92
Jonathan Haynes	1 " cotn thread	paid	16½
James Stout	1 " pt do	pd.	40
James Stout	1 " cotn do	pd.	41
I. Marshall	2 Bett door latches @ 8		16-
E. S. & Reed	1 lot butts	pd.	26
John P Stout	2 bunches screws & Martingal hooks	pd.	13½

Purchasers Names				
James Williams	1 pr 5 yd Fig. book muslin	@ 40 pd		40
James Stout	4/4 yd red flannel pd	24	1	02
I. Marshall	12 pr ettn casimere	18	2	25-
James Stout	4 ettn hdkfs pd	8		32
Horam Andrews	5 " "	12½		62½-
E. O. Carter	3 Silk "	51	1	53-
I. Marshall	2 " "	41		82-
James Stout	6 ettn " pd	8½		51
I. Marshall	2 pr yd padding	8½		21¼-
James Stout	11 3/8 yd red flannel pd	24	2	73
James Stout	7 yd plaid summer stuff	10 pd		70
Henry Bennet	8 pr " do pd	10¼		87-
James Roberts	4 2/3 yd plaid cazenett pd	20		94
James Stout	14/4 yd K. Jeans pd	26½	3	78
James Williams	2 yd Beaverteen pd	13		26
I. Marshall	5 5/8 yd velvet cord	45	2	53-
James Stout	16 pr yd summer stuff pd	8 3/4	1	44½
I. Marshall	4½ yd linen	20		90-
Paris Horney	4 2/3 yd ettn plaid pd	15		70
I. Marshall	10/8 yd velvet	19	1	92½-
I. Marshall	9½ yd Cazinett	50	4	75-
I. Marshall	11 5/8 yd do	32	3	79-
George Williams	4 yd Cloth pd	43	1	72
I. Marshall	2 5/6 yd do	45	1	25⅔
I. Marshall	12½ yd window Curtain "		1	38-
I. Marshall	7 parasols	22	1	54-
I. Marshall	1 vest pt	17		17-
I. Marshall	1 " "			24-

Purchasers Names	Articles Sold		
James Stout	3 5/8 Foundation muslin	5 pd	18
Silas Parr	5 bonnet boards pd	4p	22p
J. Marshall	3 sheets wading	3	09-
J. Marshall	3 2d Readers	10p	31p-
Silas Parr	9 Spelling books pd	7p	67p
Henry Bennet	41 pr wooden combs pd		11p-
James Stout	12 papers pins pd		88
Silas Parr	3 shaving brushes 5p	pd	16p
James Stout	1 razor strap	pd	10
Joseph Cameron	lot of cording		23
James Stout	Hooks & eyes	pd	10p
James Stout	11 fine combs	pd	65
John P. Stout	6 doz vest buttons	pd	25
Benj. Hamilton	1 gross tin "	pd	12p
James Williams	1 doz "	pd	14p
Silas Parr	3 " "	pd	10p
John P. Stout	1 lot of "	pd	39
J. Marshall	1 pen knife		39-
J. Marshall	1 " "		38-
James Stout	1 do "	pd	41
Charles W. Rosette	1 " "	pd	41-
J. Marshall	1 do "		39-
E. S. D. Reed	1 " "		38
Jacob Reed	1 " "	pd	29

James Stout	3	Shoe Knives @ 6½ pd	19½
David Price	1	Sett Knives & forks pd	75
Jacob Rand	1	" " "	76½
James Williams	2	doz coat buttons 12½ pd	25
E. O. Carter	1	" " "	10
James Stout	4	" covered " @ 5 pd	20
James Stout	5½	" " " " 4 3/4 pd	26
John Jones	23½	glass " pd	20
D Longanaker	2	" " pd 5½	11
John Jones	1	lot " pd	11
James Stout	3	doz " " 5 pd	15
D Longanaker	1	sett Knives & forks pd	1 00
I Marshall	3	pr Shears @ 17	51
William Wilson	4	" Suspenders pd 8	32
I Marshall	2	" Gum " 15½	31
E W Rosett	3	" cord " pd 6 1/4	18¾
E P Blodgett	2	" Kid gloves pd 3	06
James Stout	2	" cotton " 7 3/4 pd	15½
I Marshall	2	" " " 6½	13
E W Rosett	3	" " " pd 8⅓	25
I Marshall	2	" worsted hose 17	34
I Marshall	2	" " " 18	36
E W Rosett	2	" " " pd 17½	35
A. S. Newton	2	" cotton " pd 12½	25
I Marshall	2	" " " 13	26
H Andrews	2	" " " 13½	27
P. Horney	2	" " " 13 pd	26
James Williams	2	" " " 13 pd	26
E. O. Carter	1	boat wall paper 8 3/4	08¾
William Wilson	1	lot " " pd	06½

Purchasers Names	Articles Sold		
Joshua Marshall	2 boxes wafers & cord		10½
J. Marshall	12 belly tape		12
E. O. Carter	13 hair combs	@ 4¼	56¼
William Wilson	6 do do	" 3¾ pd	22½
William Wilson	8 do do	" 2½ pd	20
J Marshall	6 pr Side do	3	18
J. Marshall	7 " "	3¾	26¼
William Wilson	1 seeding "	3 pd	03
C W Rosette	1 do " pd	5 "	5
Solomon Jones	1 do "	5½ pd	5½
L Horney	1 " "	5 pd	05
C. W. Rosett	1 " " pd	5	05
E O Carter	1 " "	5	05
C. W. Rosett	1 " " pd	5	05
A. S. Mershon	1 lot Knives & forks	pd	58
J Marshall	1 butcher Knife		23
J. Marshall	1 do "		25
William Wilson	1 " "	pd	26
A S Mershon	1 " "	pd	25
Jacob Reed	1 packet "		18
William Wilson	6 G. Tea Spoons	pd	12½
J Marshall	5 H. S. Files	@ 5	25
E. O. Carter	1 bunch Slate pencils		13
C. W. Rosett	1 " Shirt buttons	pd	17½
J Marshall	6 doz " "		18
J. Marshall	12 " " "		25
James Stout	5 ~~1~~ seeding combs	@ 5 pd	25
C W Rosette	1 Candle Snuffer	pd	05½
James Stout	1 " "	pd	05½
J Marshall	1 butter Knife		15
J Marshall	1 " "		12½

James Williams	1 piece fringe & 1 pc Insertion	pd	13
James Stout	1 "	" pd	15
John P. Stout	4 yds	" pd	09
J Marshall	12 waiste ribbons		12
James Stout	3 yds black crape	pd	10
John P Stout	Gloves & F. hooks	pd	11½
J Marshall	55 Thimbles		38
C W Rosett	42 Spools Assorted thread	pd	93
James Stout	1 ball Silk Twist	pd	49¾
John P Stout	1 Thousand Hemming Knedles	pd	63½
John Jones	thread & books	pd	10½
James Williams	1 primer	pd	03½
James Stout	1 piece Book muslin	pd	07
Jame Stout	5 yds Jaconett	11 pd	55
James Stout	3/8 " Book muslin	13 pd	43⅓
William Wilson	3/4 " " "	pd	12
John P Stout	8 " Blk bobinett	17½ pd	1 40
James Stout	1½ " Book muslin	pd	49¾
James Stout	7/8 " " "	pd	32
James Stout	3 " " "	@ 25 pd	75
James Stout	1 " Bleached "	pd	10½
J Marshall	4 3/8 " Fig. book "	@ 39	1 71
J. Marshall	1 piece Jaconett		12½
J. Marshall	5¼ yd Bobinett	@ 10	52½
James Stout	14 1/8 " Lace	1¾ pd	25
James Stout	1 " plain Silk	pd	21
John P. Stout	3/4 " pink plain	pd	13½
John P Stout	3/4 " " silk	pd	18¾
James Williams	3 7/8 Green "	18¾ pd	72½
Joseph Cameron	3½ plaid "	37 pd	1 29½
John P Stout	1 pair blue "	pd	22
John P Stout	1 " pinks "	pd	26

Purchas Names	Articles Sold	
A. S. Mershon	8 yds Muslin pr @ 8⅓	66⅔
James Stout	11½ Bl. " " 9 pr "	1 03½
J Marshall	8 large buttons	04
J Marshall	33¼ yds Muslin @ 8⅓	2 60½
James Stout	14 " " pr " 8	1 12
J Marshall	40 " " 7½	3 00
J Marshall	5 lbs cotn yarn @ 15	75
John Jones	5 " " " pr " 18¼	91
J Marshall	5 " " " 16½	82½
J Marshall	5 " " " 16	80
D Longanaker	5 " " " 17 pr "	85
J Marshall	lot " "	32½
J Marshall	4 bunches batting @ 7¾	31
James Stout	4 " " 8 pr	32
J Marshall	3 yds Bear skin cloth @ 81	2 43
James Stout	1 doz Knitting pins pr "	3
J Marshall	1 " " "	3½
A Eastman	1 " " " pr "	2½
E W Rosette	1 " " " pr "	03
James Stout	1 " " pr "	3¾
S. Jones	1 " "	5
J P Stout	15 pr Small gloves ¾ pr "	11¼
J Marshall	1 piece Grecianette	15½
J P Stout	1 Sett B Locks pr	14
J P Stout	1 lot pencils & points 8 pr "	18¾
J P. Stout	20 yds Silk Fringe @ 10	2 00
J Marshall	5½ " black Edging @ 8¼	45½
J P. Stout	2 pieces " " pr "	32
J. P. Stout	14 yd. white Ins.t 1¾	24½
James Williams	3 " Grecianett pr	21

John Chapman	paid	$ 5,50 p		
Joseph Cameron		6,07 3/4		
J. Marshall		20,76 1/4		
E. S. D. Reed	1st day	7,78 p	2d day	$ 8,08
James Stout.	" pd	43 p	" pd	14,14 p
Hiram Andrews		1,10		
		45		
Silas Carr		31		$ 8,79 1/4 pd 11,40
		69		
John P. Stout		40		$ 6,76
Adam Blue				16 1/4 pd

C W Rosett	2 3/8 yds pink silk pd @ 34 1/2		81
J. Marshall	8 3/4 " black "	32	2 80
John P. Stout	13 3/4 " Jaconett pd	25	3 43 3/4
James Stout	15 " linen Insert pd	1 1/4	18 3/4
John P Stout	8 1/2 " edging	3 pd	25 1/2
James Williams	16 3/8 " " & Insert pd	1 1/4 pd	20 1/2
C W Rosett	15 1/2 "	2 pd	31
J. Marshall	13 1/4 blk. Edging	3	39 3/4
John P. Stout	8 1/2 " " pd	3 1/2	29 3/4
John P. Stout	3 1/2 " "	3 pd	10 1/2
E. S. D. Reed	7 quire wraping paper pd		37 1/2
J Marshall	1 pr Counter Scales		5 00
D. Longanaker	31 3/4 yds muslin pd	8 1/2	2 70
James Stout	40 " " pd	7 1/2	3 00
James Williams	16 1/4 " "	8 1/4 pd	1 34
James Williams	5 1/2 " "	7 3/4 pd	42 1/2
James Stout	2 1/2 " " pd	7 1/2	18 3/4
C W Rosett	38 1/4 " "	4 1/4 pd	1 62
James Stout	1 " "	4 pd	04
C W Rosett	1 paper box		02
James Williams	1 coffee sack pd		06 1/4
John Jones	1 " " pd.		01

Filed August 15. 1849
James Rickards Clk

Schedule of property, referred to in an Return of goods, wares & merchandise, subject to State & County taxes & not in possession since William Lake's death

Philip Lake Clerk

2 - 530

Union Common Pleas

Thomas Moodie for use
vs
Wm Blue & Wife

Damage $ 229.74
Costs 13.38
Increase 20.12
Int 41

Fieri Facias July 7. 1849. $ 211.10
" " " 12. " 116.14
" " " 12. " — 328.24

Filed Nov. 21. 1849
James McNabb Clk

Received Nov. Term 1849

No concl

Allison Henry

Received this writ September 6. 1849. Levied October 15. 1849 upon the undivided half of 10 stacks of Hay as the property of William Blue, there being no other goods or chattles found whereon to levy. I therefore levied upon the following described real estate, to wit, as the property of William Blue situate in the County of Union. Ohio. and in the Virginia Military District being part of Survey No. 4075. and bounded and described as follows. to wit: Begining at a large sugar tree in the original south line of said Survey and South East corner to a lot of land conveyed by Silas G. Strong to Michael S. Wood. thence with said Woods line N 10. W. 164 poles to a red oak and beech in the line of land conveyed to Henry Massie by the Attorney of Benj Biggs. thence N 80 E 165 poles to two beeches in the original East line of said Survey. thence S 10 E 164 poles to a sugar tree Lynn and two Ironwoods the original South East corner of said Survey thence S. 80 W. 165 poles to the begining containing one hundred and sixty nine acres more or less. (excepting therefrom eighty acres of land conveyed to one Abraham Irwine on the 18th day of February A.D. 1836. and recorded in the recorders office of said Union County in Vol. 5 pages 282 & 283) also one other tract or parcel of land situate in the said County of Union and part of said Survey No 4075. Begining at a red oak and beech North west corner to the land above described and North east corner of a lot of land sold by S. G. Strong to Michael S. Wood of which this is a part. thence with the line of land first above described S. 10. 20 E 164 poles to a sugar tree and beech S. W. corner of said land and South East Corner of said Woods lot. thence with said Woods line S 80 W. 39 poles and 1 link to a Stone witness a sugar tree and Ash. thence N 10. 20 W. 164 poles to a Stone and two small sugar trees in the North line of said Wood. thence with said line N 80 E 39 poles and one link to the begining containing forty acres. had the above described real estate appraised by the oaths of James Turner. Thomas Turner and Bill Welch at $9.00 per acre and filed a copy of the appraisment forthwith with the Clerk of the court from whence this writ issued October 16. 1849. Same day levied on the following described real estate, to wit: lying and being in the County of Union being part of Survey No 9922. and bounded as follows, Begining at a Burr oak southwest Corner of said Survey; thence with the original survey line N 12 W 143 poles to a stake southwest west corner of Albert R. Whites land; thence N 78° E 111 poles and 22 links to a stake northwest corner of John Cheneys land; thence S 11. 25 E. 143 poles to a buckeye and Hackberry in the south patent line being the south west of John Cheneys land; thence 111 poles and 22 links along the original survey line to the place of begining containing one hundred acres be the same more or less. having had the same previously appraised at $12.00 per acre in the case of James M. Ingham against John M. Blue Jr. John M. Blue and Paris Horney. advertised the above described chattles for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in said county for 10 days previous to the day of sale. I afterwards, to wit: on the 12th day of November A.D. 1849 (it being the day I advertised the same to be sold) between the legal hours of 10. O. Clock A.M. and 4. O. clock P.M. offered said Hay for sale at the Farm of William Blue and sold to James Hamilton 4 stacks. 1 at $1.95 = 1 at $2.00 = 1 at $2.62 = 1 at $1.82 = and one stack to Edward Powers at $2.8 = total $11.26 they being the highest and best bidders therefor. advertised the above described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. I afterwards, to wit: on the 20th day of November A.D. 1849. (it being the day I advertised the same to be sold) between the hours of 10. O Clock A.M. and 4. O. clock P.M. offered said real estate for sale by Public Auction at the door of the Court House in said County. and sold the 129 acres first above described to Enoch King for the sum of $6.00 per acre amounting to $774.00. he being the highest and best bidder therefor and that being two thirds the appraised value thereof. The 100 acres last above described not sold 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 29th day of May A.D., 1849 Thomas Moodie for &c recovered against William Blue, John M Blue, Jacob Reed and Joshua Marshall as well as the sum of Twenty two Hundred & Ninety nine dollars and Seventy four cents for his ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 13.78 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, as you have heretofore been commanded that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William Blue, John M Blue, Jacob Reed and Joshua Marshall you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 1st day of June A.D., 1849, until paid; also the sum of $ 20.12 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Thomas Moodie for &c

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 6th day of September A.D., 1849.

James Kinkade Jr Clerk.

Sheriff's Fees
Mileage — .40
Service — .35
Inquest — 1.00
Copy of Appr — .30
Appr. fee — 1.50
Advertising — .50
Sale fee — 7.00
Levy — .35
Poundage 15.50
Philip Snider Sheriff

529

Thos. S. Mordieshore
vs
Wm Blue Ads

Damages $2299.74
Costs 13.38
Writ " 41

Filed Aug. 15. 1849
Jacob Reed Sheriff

Recorded

Received this writ June 4. 1849. By virtue thereof I levied June 5. 1849 on an entire stock of goods in a store room in Essex (belonging to Thomas Baldwin) as the property of Jacob Reed. and took bond for redelivery. one June 6. 1849 levied on 1 sorrel Mare, 3 Cows and Calves. 1 two ~~sorrel Mare~~ year old Bull, 2 hogs, 2 hives of Bees. 2 axes. 1 wagon. 2 planes one Wind mill and a lot of wool supposed to be about fifty pounds at the request of Wm Blue took bond for redelivery. Same day levied on about 5 acres of oats in the ground about 19 acres of wheat and about 15 acres of corn as the property of Wm Blue on said Blue's Farm. Same day levied on 1 Gray Mare 6 years old, 1 colt 3 years old, 1 colt 2 years old 2 colts 1 year old each 10 head of Hogs 4 cows and 3 calves, 3 heifers 2 years old each, 4 yearlings, 5 acres of corn and half of 15 acres of corn in the field as the property of Joshua Marshall and took bond for redelivery. June 8. 1849 levied on the undivided half of 16½ acres of corn, 8 acres of wheat undivided & undivided half of eight acres of oats in the ground on the Farm of John M. Blue on Rush Creek as the property of said John M. Blue. ~~[illegible]~~ the property of Wm Blue and E. S. D. Reed made claim to all said stock of goods which were levied on and Joseph Cameron made claim to one half of said goods. trial having been had before D. B. W. Haynes a justice of the peace within and for the County of Union, and an order issued to me directing me to restore to E. S. D. Reed one half of said goods levied on. and in pursuance of said order one half of said goods was restored to said E. S. D. Reed as commanded. the property of Joshua Marshal and Wm Blue heretofore levied on I advertised for sale by publication in the Argus a Newspaper published and in general circulation in Union County. for at least ten days previous to the day of sale. in pursuance of said notice I afterwards, to wit: on the 7th day of July 1849 between the legal hours of ten O'clock A. M. and four O'clock P. M. offered said property for sale by public auction on the farm of said Blue & Marshall and sold to A. Coolidge 1 Cow for $5. one cow $5. one cow $4. one cow $4. 1 two year old heifer for $3. 1 two year old heifer for $3. one two year old heifer for $3. 2 yearling steers for $3. 2 yearling heifers for $3. 1 six year old mare for $15. 1 three year old mare for $18. 1 two year old mare $10. 1 two year old mare for $8. one year mare for $6. 5 acres of corn at $7.50 one half of 15 acres corn at $15 and ten hogs at $5 which was taken as the property of Joshua Marshall. sold the property of Wm Blue as follows. 1 Red cow to Joshua Marshal for $5.75. 1 Red cow to Wm Lee for $9.00. 1 Bull to Joshua Marshall for $3. 1 mare to Joshua Marshall for $15.00. one half of ten acres wheat to Joshua Marshall for $2.50 1 Brindle cow to Samuel Orahood for $8.75. one Wind Mill to J. Marshal for $6.50. a lot of wool to Curtis Clark for $7.75. 1 hive bees to Thomas Waggle for $1. one hive to J. Rice for 25cts, 2 axes to Joshua Marshal for 93 cts. 2 planes to H. Blue for $1.25. 2 hogs to E. Powers for $2.25. one wagon to J. Marshall for $4.50. one half of 5 acres oats to W. E. Lee for $4.97. one half of 9 acres wheat to W. E. Lee for for $4.00. one half of 15 acres corn to J. Marshal for $13. I also advertised ~~advertised~~ for sale one half of said goods levied on as the property of Jacob Reed (the other half being returned to E. S. D. Reed) by publication in the argus a newspaper published and in general circulation in said County for at least ten days previous to the day ~~day~~ of sale I afterwards, to wit: on the 9th 10th 11th and 12th days of July 1849 between the legal hours on each day and in pursuance of said notice offered said goods for sale and sold the same to the persons with the amount of each article ~~opposite~~ each name in the Schedule of property sold Marked A. which is herewith filed and I ask to be taken as part of My return the persons therein named being the highest and best bidders for the goods sold. amounting in all to $345.00 ~~and sold to Joshua Marshal the~~ of 16½ acres of ~~corn for $2.68½~~. the of 8 acres of oats to John Chapman ~~for $5.00 and the~~ of 8 acres of wheat to Joseph Cameron for 13 cents. ~~they being the~~ highest and best bidders therefor. no other ~~Chattles found~~ whereon to levy

Fees = bonds 1.50
Pr fee
Advertising 25
Poundage 11.00
Service 35
Mileage 2.40

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 29th day of ~~June~~ May A.D., 1849 Thom Moodie for &c recovered against William Blue, John M Blue Jacob Reed and Joshua Marshall as well as the sum of Twenty two Hundred & Ninety nine dollars and Seventy four cents for his ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents for~~ damages, as also the sum of $ 13.78 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 Blue, John M Blue Jacob Reed and Joshua Marshall you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 1st day of June A.D., 1849, 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 Thomas Moodie for &c,

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 4th day of June A.D., 1849.

James Kinkade Jr Clerk.

June 25th 1849 Rec'd this writ & levied on the undivided half of 16 acres of wheat in the field and the undivided third of 10 acres of wheat in the field. also the undivided half of 4 acres of oats. also the undivided half of 2 acres of Barley in the field. also the undivided half of 4 acres of Grass. also the undivided one fourth of 25 acres of corn growing in the field all on the premises of John M Blue in Thompson Township Seneca Co. Ohio. no other property found whereon to levy this writ. Sold on the 9th day of July 1849. John M Blue's undivided Interest in the above

16 acres wheat to Sat. L. Finley for —		$ 5.06¼
also to the same, said Blue's Interest in 10 acres wheat		1.15
" " Same Do " 2 acres Barley —		1.00
" " " " " 4 Do Oats —		1.00
" " " " " 4 Do Grass —		.25
Sold Cyrus Sprague ¼ of said Corn above described for		9.00
Skiff fees Mil to levy & sell	$1.40	$ 17.46¼
printer fees & Copy —	.25	
Levy & percentage —	.70	
Entry & Return —	.45	
	$3.80	

N. Jones. Sheriff
Sen Co. Ohio

529

Thomas Moore for &c
vs
Wm Blue & als

Damages $3299.74
Costs 13.78
Writ .41

Filed July 18. 1849
James Kirkpatrick Clerk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS: Delaware

To the Sheriff of [redacted] 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 29th day of May A.D., 1849

Thomas Moodie for &c.

recovered against William Blue. John M Blue.

Jacob Reed and Joshua Marshall.

as well as the sum of Twenty two Hundred & Ninety nine dollars and Seventy four cents for his ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 13..78 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 Blue John M. Blue.

Jacob Reed and Joshua Marshall

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 1st day of June A.D., 1849, 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 Thomas Moodie for &c

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 Fifth day of June A.D., 1849.

James Kinkade Jr Clerk.

569

Thomas Moodie for use

vs

William Blue & others

Damages $2299.74
Costs 13.78
Int from Jan 1/49 -
Increase costs - 47.43
Cost .41

Cr. by Sale. July 7/49 - $211.10
" " " " 9 " 17.46¼
" " " " 12 " 376.94¼
" " " Nov. 12 " 11.26
" " " " 20 " 774.00

Filed May 22 1850
James Ku Kadi for CVR

Tr Apr. 2 - 1850

Recorded

Allison & Curry, attys
for Plaintiff

Received this writ February 23rd 1850. I duly advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County, Ohio, for at least thirty days previous to the day of sale, in pursuance of said notice I afterwards, to wit; on the 27th day of May A.D. 1850 between the legal hours of ten O'clock A.M. and four O'clock P.M. offered the within described real estate for sale by Public Auction at the door of the Court House in the Town of Marysville in said County it being the time and place I advertised the same to be sold and then and there sold the said real estate to Joshua Marshall for the sum of Eight dollars per acre he being the highest and best bidder therefor and that being two thirds the appraised value thereof the same having been levied on and appraised on execution in the case of James M. Brigham against John M. Blue for John M. Blue and Paris Kenney in which case there is now a writ in my hands.

Fees = Mileage 5
Serving 25
advertising 25
Brokage 16.00 = $16.65

Philip Arider 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 William Blue John M. Blue. Jacob Reed and Joshua Marshall Tovit.

lying and being in the County of Union being part of survey No 9922. and bounded as follows, begining at a bur Oak. southwest corner of said survey thence with the original survey line N 12: W 143 poles to a stake southwest west corner of Albert R Whites land; thence N 78: E 111 poles and 22 links to a stake northwest corner of John Cheneys land; S 11° 25: E 143 poles to a buckeye and hackberry in the south patent line being the south west of John Cheneys land; thence 111 poles and 22 links along the original survey line to the place of begining containing One hundred acres be the same more or less.

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

the sum of Twenty two hundred and ninety nine — dollars and Seventy four cents for his ——— for damages, together with $13.78 — for his costs, with interest thereon from the 1st day of June A.D. 1849 until paid, which late in our said Court the said Thomas Moodie for &c.

recovered against the said William Blue. John M. Blue. Jacob Reed and Joshua Marshall

as of record is manifest. Also, $47.43 — increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Thomas Moodie for &c.

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

Witness, ~~JOHN CASSIL~~ James Kinkade jr, Clerk of said Court at the Court House in Marysville, this 23d day of February A.D. 1850

James Kinkade jr Clerk.

Filed Jan 5. 1849
J. S. Kirkpatrick Clk

Thomas Moodie (Cashier)
vs
Thos Blue et als

Issue Execution to the Sheriff of Delaware County.

To James Kinkade Jr Clerk
June 5th 1849

Allison & Cum
Attys for Pltff

Thomas Moodie, for, &c.
vs.
William Blue, et als

Praecipe for Vend. Ex.

Filed February 23. 1830
James Kinkaid for PR

Allison & Cerny
Atty's.

Thomas Moodie, for, &c.
vs.
William Blue, et als.

Judgt. in Union Common Pleas.
at June Term A. D. 1849.

Issue Venditioni Exponas,
in this case.

To James Kinkade jr
Clerk of the Court of
Common Pleas of Union
County, Ohio

Allison & Curry
Atty's for Pltff.

Date Feb. 23d 1850.

Civil/Domestic Case File

Case No. 1848-CV-0046

Civil/Domestic Case

1848-CV-0046

located with

Supreme Court Case

1850-SC-0003

Civil/Domestic Case File

Case No. 1848-CV-0047

No. 48-CV-47

Union Common Pleas Court.

James B Alexander
Plaintiff,

AGAINST

Wm M Robinson
Defendant.

MAY TERM, 1849

JUDGMENT VS DEFENDANT

Journal 4 Page 178

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas 5. 48

James S Alexander for
the use of Jas E Hamilton
v
William M Robinson

Pres in Assumpsit

Filed Sept 26. 1848
John Cassil clk

Cost Bill Clad
No Record

James S. Alexander for
the use of James E. Garrett
vs
William M Robinson

Assumpsit. Damages
$200.00

Serve a Summons
returnable Forthwith

Endorse. Suit brought on a promissory note given by Defdt
to James S. Alexander dated March 23rd 1828
for One hundred Dollars payable twenty four
months after date. One half when paid in County
orders. Dollars on the Measure by Union County
the other half in Wheat, Corn, Oats or pork at
the market prices with interest from date.
Also for Goods sold and delivered. With full
Endorsement Counts.

To the Clerk of Union
Common Pleas.
Sept. 20th 1828.

Charles Sewell &
J. B. Lady
Attys for Plff

suit vs on a promissory note given by Deft to James S. Alexander dated March 23rd 1845, for One hundred Dollars, payable twenty four months after date, One half to be paid in County Orders drawn on the Treasurer of Union County, the other half in wheat Corn, Oats or pork at the market price with interest from date.
Also for Goods sold and delivered with full Common Counts

Charles Switzer
J. C. Doughty
attys for Plff.

Served this writ by delivering a certified copy thereof to the within named Defendant September 23rd 1848

Fees—service 35
copy — 15
mileage — 5 = 55

Philip Snider Sheriff

Union Com Pleas
James S Alexander
for the use of J & H Barnett
vs
William M Robinson

Filed sept 23, 1848
John Lewis Clk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William M. Robinson

to appear ~~on the first day of our next term~~ Forthwith, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto James L. Alexander for the use of James E. Hamitt,

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 20th day of September A. D. 1845.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1848-CV-0048

Civil/Domestic Case File

Case No. 1848-CV-0049

No. 48-CV-49

Union Common Pleas Court.

John Elliott
Plaintiff,

AGAINST

Jacob Parkinmore
Defendant.

MAY TERM, 1849

JUDGMENT VS DEFENDANT

$ 2 50

Recorded &
Indexed,

Journal	4	Page	197
Record No.	5	Page	386
Ex. Doc.	1	Page	522

John Elliott
vs

Jacob S Posthumus
Alexander Amrine
Jacob A Posthumus

praecipe
J Kapes

Filed Sept 21, 1848
John Cassil clk

Cole & Wells
attys.

John Elliott
vs
Jacob S. Parthemer
Alexander Amrine
Jacob A Parthemer

In Trespass
Damages five hundred dollars

Issue a Summons returnable forthwith - Indorse Suit brought to recover Damages sustained by Pltff by reason of Defendants ~~entering plaintiff~~ entering Pltff Close situate in Perry Twp 1913 in Lenoir County Ohio on the ~~on~~ first day of November ~~1847~~ 1847 and at divers times since then up to the commencement of this Suit. and then and there cutting down and destroying divers ~~trees~~ trees to wit 100 oak trees, 100 ash trees 100 sugar trees, 100 walnut trees and 100 other trees. Damages claimed by plaintiff Five hundred Dollars

Cole & Witter
Attys for Pltff.

To John Cornil
Clerk

Union Com Pleas

John Elliott
vs
Jacob S Parthomer
Alexander Aurine
& Jacob A Parthomer

Filed Sept 23, 1848
John Cassil Clk

Deft brought to recover damages, distained by Pltffs, by reason of Defendants, entering Pltffs close situate in Jenny Lind County Ohio, on the first day of November 1847, and at divers times since with the consent of this Deft and without the cutting down and destroying divers trees worth 100 dollars and trees or sugar trees worth 100 other trees, damages claimed by Plaintiffs Five Hundred dollars,

Cole Nettles
Atty for Pltffs,

Served this writ by delivering to Jacob S. Parthomer & Alexander Aurine each a certified copy thereof, and by leaving a certified copy thereof at the residence of Jacob S. Parthomer September 21, 1848.

Fees = mileage 25
service 75
copies 45 = $1.45

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon Jacob S. Barthomer, Alexander Aurine and Jacob A Barthomer,

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 John Elliott,

in a plea of Trespass damages Five Hundred dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 21st day of September A. D. 1848.

John Cassil Clerk.

Law No 511

Union Com Pleas

John Elliott & Trustees
vs
J. S. Parthemore et al

Slander

Filed November 2. 1848
James Kirkpatrick Jr. Clerk

Cole & Pelton

Comp. 1st. Plaintiff then dec'd, 1st Nov. 1848 at the County aforesaid, against the Defendants of the State of Ohio, and 1st Plaintiff claims damages for Slander of Plaintiff's character, and therefore he brings this Suit &c. &c.

Cole & Pelton
Pl's Attys.

Cole & Pelton

Court of Common Pleas of Union County —
The State of Ohio } Of the October Term
Union County } A.D. 1848 —

John Elliott complains of Jacob S. Parthemer, Alexander Amrine and Jacob A. Parthemer in a plea of Trespass. For that, the Defendants, on the first day of November A.D. 1847 at the county of Union aforesaid, and on divers other days and times between that day and the commencement of this suit, with force and arms, &c., broke and entered the close of the plaintiff, situate in Survey No. 1913. in the Township of Paris in the county aforesaid, that is to say, a certain close situate in the county of Union Ohio being part of Survey No. 1913 beginning at a Lynn beach and two Sugartrees the Lynn down, being the N.W. corner to the Survey, & S.W. corner to Survey No. 4074 in the name of Benjamin Biggs, thence running with original West line of the Survey present course S.9. E. 127 poles to a Sugartree black ash and two hickories, thence N. 81. E 126 poles to a stake witness a tree thence N. 9. W. 127 poles to a stake in the line of Biggs said Survey thence with Biggs line S 81 W 126 poles to the beginning containing 100 acres. And then and there cut down, ~~mutilated~~ and destroyed the trees ~~and land road~~, to wit, One hundred oak trees, One hundred ash trees, One hundred sugartrees, One hundred hickory trees, And One hundred other trees of the Plaintiff, of great value to wit; of the value of five hundred dollars there growing; and the timber, wood and branches thereof, coming and arising, to wit 500 cart loads of timber, 500 cart loads of wood and 500 cart loads of branches of the plaintiff of great value, to wit; of the value of five hundred dollars, took & and carried away and converted and disposed them to ~~their~~ their, the Defts. own use, to wit; at said county, and by reason of the several premises, the said close of the plaintiff became and was, and is much impoverished, and injured, and deteriorated in value, and other

Jacob S Patterson
Alexander Strain &
Jacob A Patterson
ads
John Elliott
In Union Common Pleas
In trespass

Filed January 22, 1849
James Kinkade Jr Clk

J C Dwight Atty for
Defendants

Jacob G Patterson
Alexander Armaine
and Jacob A Patterson
ads.
John Elliott

In trespass

And the said Jacob G Patterson Alexander Armaine And, Jacob A Patterson Comes And Defends — and says that they are not guilty in manner And form As the said John Elliott hath Complained against them And of this they put themselves upon the country. And the said John Elliott doth the like —

J C Doughty Att
for Defendants,

John Elliott for Trustees
vs
J. G. Berthaud et al

Filed May 24. 1849
James Kirkpatrick clerk

John Elliott
vs
Jacob L. Partheme
Alexander Amrine &
Jacob A. Partheme

Trespass
~~Deft~~
Plaintiff Writ

Issue a subpoena for Alias=
able next Term, for Edward Smith, Samuel
Elliott & Archibald McDowell, witness for Plaintiff

To the Clerk of Common
Com Pleas
May 24th 1849

Colin A. Pitts
Atty for Plff

Elliott
vs
Parthomes et al

Prisfer vir

Filed may 11. 1849
Jas Kirkpatrick clerk

John Ellett
vs
Jacob. C Rothermore
Alexander Amarine
and Jacob A Rothermore

In Union Common Pleas,
Ty Trespass
Issue & subpoena for the following Witnesses for Defendants
John Dough - John Amarine
John Landis - William Westlake
Jesse Taylor - P. B. Smith - and
Edward Smith, Christian Rothermore

J. C. Dougherty Att for Defendants

H. James Runcade -
Clerk of Union Common Pleas

May 11th 1849

John Elliott

vs

Joel S. Parthemia
Alexander Amend
Jacob A. Parthemia

Plff. Cortuta

Filed May 19. 1849
Jas Kirkpatrick clerk

John Elliott
vs
Jacob S. Parthemore
Alexander Amrine &
Jacob A. Parthemore

Trespass

Issue a subpoena, returnable next term for Edward Smith, Samuel Staley, John Turner, Joseph Parthemore, Christopher Parthemore & Washington Amrine, witnesses for Plaintiff

Cole & Betts
Attys. for Plff

To the Clerk of Union
Common Pleas
May 17. 1849.

Served this writ personally
upon the within named witness
May 24. 1849
Fees mileage 50
Service 12½ = 62½
Philip Snider Sheriff

Union Com Pleas
John Elliott
vs
Jacob & Pa'thomas Shaw
Subpoena witness

Received May 24. 1849.
James Van Pauke Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON William B. Irwin

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~~ Third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Jacob S. Parthomer et als in a certain controversy in said Court depending, wherein John Elliott is Plaintiff, and Jacob S. Parthomer et als is Defendant: and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

WITNESS, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of our said Court, at the Court House aforesaid, this 23d day of May A.D., 184 9

James Kinkade Jr Clerk.

Filed May 26, 1849
James Mitchell Clerk

John Elliott

vs

Jacob A Parkhurst et al

Issue a Subpoena for John Elliott

Jr witness for ~~Deft~~, Pltff 3d ~~Ex~~ day Term

May 26 1849

T. J. Plunkerde Clerk

Cole & Mitchell attys for Pltff.

Minor Com Pleas

John Coons
vs
Jacob & Christmas & Ads

Writ for Recovery

Filed May 28. 1849
James Hutchison Clerk

Served this writ personally upon the within named Christian Parthomer May 26. 1849 Same day made personal service upon Joseph Parthomer. also upon Samuel Staley May 26. 1849 [illegible] upon John Turner & Washington Amoine May 28. 1849

Fees - Service 62½
mileage 15 — 77½

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Samuel Staley. John Turner. Joseph Parthomer. Christian Parthomer and Washington Amrine.

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of John Elliott

in a certain controversy in said Court depending, wherein

John Elliott — is Plaintiff, and Jacob S. Parthomer 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~~ James Kirkade Jr, Clerk of our said Court, at the Court House aforesaid, this 19th day of May A.D., 1849.

James Kirkade Jr Clerk.

served this writ personally upon the within named Edward Smith May 26. 1849. and upon Samuel Elliott & Archibald McDowel May 28. 1849 = Fees — mileage 15
service 37½ = .52½
Philip Snider Sheriff

Union Com Pleas
John Elliott
vs
Scott & Patterson et al
Capias writ

Filed May 28, 1849
James Whitacre clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON

Edward Smith. Samuel Elliott

and Archibald McDowel

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of John Elliott

in a certain controversy in said Court depending, wherein

John Elliott is Plaintiff, and Jacob S. Parthemer et als

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

James Kinkade Jr

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 25th day of May A.D., 1849.

James Kinkade Jr Clerk.

Union Com. Pleas

John Elliott
vs
Jacob S. Bartholomew et al

Debt for Writs

Filed May 28, 1849
James Mitchell Jr Clerk

Served this writ personally upon Christian Bartholomew May 21. 1849. also upon Edward Smith May 26. 1849 and upon John Dorley. John Amrine & John Landis McCleerkahe. Jesse Taylor & P. B. Smith

Fees mileage 75
service 1.00 = $1.75

D. Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON John Donley, John Aurine Sr, John Sandis, Willen Mattake, Jesse Taylor, P B. Smith, Edward Smith and Christian Parthomer

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Jacob S. Parthomer et als.

in a certain controversy in said Court depending, wherein John Elliott is Plaintiff, and Jacob S Parthomer 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~~ James Kirkadoff, Clerk of our said Court, at the Court House aforesaid, this 11th day of May A.D., 1849.

James Kirkadoff Clerk.

Assigned by me to
Zephaniah Westlake
for value Recd
Jany 4th 1834

Silas Strong

Assigned by me to
John Elliott for value
Recd December 2
1835

Zephaniah Westlake

this

~~TO UNION COUNTY AUDITOR.~~

I HEREBY Certify that 100 acres of land, was this day sold for taxes unto Silas Q Strong for the sum of Three dollars fifty four cents ~~and mills~~; being ~~part of~~ a tract of land entered for taxation, in the name of William Gregg

No. of Entry 1913 Original Quantity 800 acres Water course Millcreek

Original Proprietor, Thomas Kennon

YOU Are required, at the request of said purchaser, to lay off, by metes and bounds, as near a square as may be, at the most northwesterly corner of the tract from which the sale was made; the quantity of land so purchased, being subject to redemption at any time within two years from this date, on payment (in the manner prescribed by law,) of the purchase money, with fifty per cent thereon—and the amount of taxes paid by said purchaser, together with interest.—Given under my hand this 27th day of December 1830

Levi Phelps
County Auditor.

Deed Filed Jany 14th 1846 by J. Johnson

127 ½

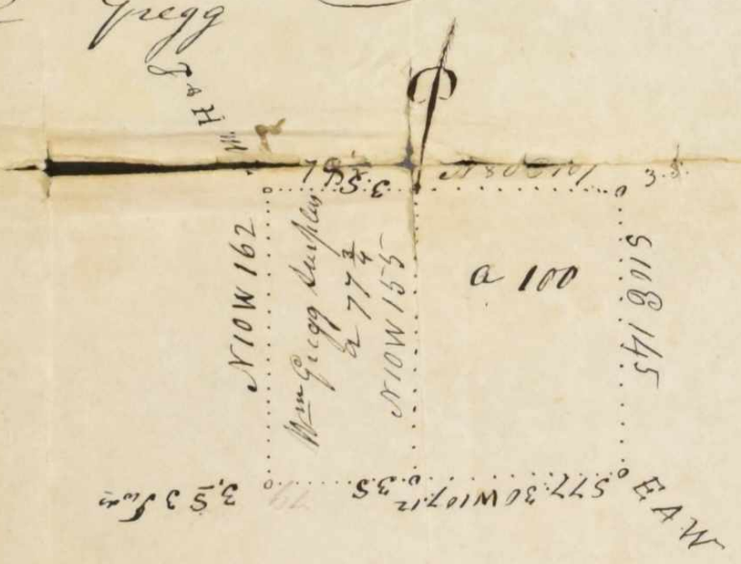
285 6
127.5 6
1425
1995
570
285
160 | 36337.5 | 2240
32
43
32
73

William Gregg's
Land

Surveyed for William Gregg May 24th 1830 one hundred acres of Land part of Survey No. 1913 beginning at an Elm Walnut and ash in the South line of said Survey Southwesterly Corner to 84 acres purchased by Wm. William Gregg thence with the line of said Survey causeing the course thereof S 77 30 W 107 poles and 12 links to three Sugartrees thence N 10 W 155 poles to three Sugartrees in the line of Benjamin Camegys Land on said Survey thence with said Camegys line N 80 E 107 poles to three Sugartrees being Northwesterly corner to Wm. Greggs 84 acres thence with the line of said Gregg S 10 E 145 poles to the beginning

Zephaniah Westlake Chs.
William Gregg

Levi Phelps Surv.



Surplus belonging to Wm. Gregg Beginning at three sugar trees southwesterly corner to Wellard Westlakes land thence running with his line N 10 W 155 poles to 3 Sugartrees in the line of Benjamin Camegys land thence with said Camegys line S 80 W 78½ poles to two Maples Hickery & Lynne in the west line of the Original Survey the with said line S 10 E 162 poles to three sugar trees & three Ironwoods South westerly corner to said Survey thence with an other line of said Survey N 77 30 E 79 poles to the place of Beginning containing 77½ acres

The above is twenty eight acres

Levi Phelps Surveyor

Elliott
vs
Porthemon

Cost Bill on
Plea

Recorded

Orig. S.W. Corner

Orig. Highway Cong.

This Agreement entered into this twenty ninth day of of April 1848.
Witnesseth, first that the said Jacob Pattimore, hath rented and leased unto Edward Smith for the term of five years A certain tract and parcel of land, lying and being in the Township of Paris Union County Ohio, the amount of land to be and contain ten Acres now lying in the woods the said land lying on the South end of the tract bought for R L Brown and Lewis now the said Edward Smith doth bind himself to clear and fence said land in a good and workman like manner fit for the plough, within the time above specified, and to dig a well on said lot and wall the same with brick or Stone, and also the said Smith doth Agree not to cut or waste the timber, unnecessarily on ~~said land~~ any other part of the land this agreement to be binding when the same is signed by the parties the said Smith is to have immediate possession of said land.
Signed this 29th day of April 1848.

Witnessed —
Jesse Taylor

Jacob P Pattimore Seal

Edward his S Smith Seal
mark

532

John Collin's
vs
Jacob A. Parthomer & Wife

Damages $2.50
Costs 36.52½
Writ .41

Fi. fac. August 15. 1845
James McKnight Ad. & C.

Received

Received this writ June 25. 1849.
August 14. 1849. Received of Alexander Irvine nine dollars in money and a receipt signed by eight witnesses amounting to $6.00 Also received of Jacob A. Parthomer twenty six dollars and six cents ballance and in full

Fees= mileage 5
service 35
Poundage 75 = $1.15

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 29th day of May A.D., 1849 John Elliott recovered against Jacob S. Parthomer, Alexander Amine & Jacob A Parthomer, as well as the sum of Two ——— dollars and Fifty cents for his ~~debt, as the sum of~~ ——— ~~dollars~~ ~~and~~ ——— ~~cents for~~ ——— damages, as also the sum of $ 36.. 52½ 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 Jacob S Parthomer, Alexander Amine and Jacob A, Parthomer you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 2d day of June A.D., 1849, 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 Elliott

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 25th day of June A.D., 1849.

James Kinkade Jr Clerk.

Filed June 23. 1849
P. Kirkpatrick for Clk

John Elliott
vs
Jacob A. Parthemore
Jacob L. Parthemore
& Alexander Ames

Judgment rendered May Term A.D. 1849

Issue an execution against defendants for Judgment & cost in the above case

Colin S. Patton
Atty for Plff

To clerk of Union Com Pleas

June 25. 1849

Civil/Domestic Case File

Case No. 1848-CV-0050

No. 48-CV-50

Union Common Pleas Court.

Raper & Brother
Plaintiff,

AGAINST

James S Alexander
Defendant.

AUG TERM, 1849

JUDGMENT VS DEFENDANT

$ 27 45

Journal 4 Page 210

Record No. 5 Page 393

Ex. Doc. 1 Page 488

Raper & Brother
vs. Ex
James D. Alexander

Praecipe for Summons.

Filed Sept 23. 1848
John Cassil Clk

Raper & Brother
vs
James S. Alexander

In Assumpsit
Damages $400,00

Issue a summons returnable forthwith, Endorse upon the Writ:
"Suit brought to recover the price and value of goods sold & delivered; money had & received; and money found to be due on an account stated, &c.
Damages Claimed, four hundred Dollars"

Allison & Cum
Attorneys for plaintiffs

To the Clerk of
the Common Pleas

Dated Sept. 23rd 1848

Served this writ by delivering to the Defendant a certified copy. Hand & lightning 23rd 1848

Fees — mileage 5
copy — 12½
service 35 = 52½

Philip Snider Sheriff

Paper & Brother
vs.
James D. Alexander

Filed Sept. 23. 1848

James McMacoy Clk

Suit brought to recover the price and value of goods sold and delivered; money had and received; and money found to be due on an account stated, &c.
Damages claimed, four hundred Dollars.

Allison & Curry
Attorneys for Plaintiff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James D. 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 Raper & Brother

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 23d day of September A. D. 1848.

John Cassil *Clerk.*

~~[A true copy of the Original.]~~

L. 37

In Union Com Pleas

Raper & Brothers

vs

James Alexander

Narr — In Assumpsit

Filed July 7. 1849

James Kirkpatrick clerk

Cost bill issued

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas,
Union County ss } May Term A.D. 1849

Raper & Brother, partners, trading under the name and style aforesaid, complain of James S. Alexander, in a plea of Assumpsit, for that whereas, the said James S. Alexander, on the first day of September A.D. 1849, at the County of Union aforesaid, was indebted to the said plaintiffs in the sum of four hundred dollars for the price and value of goods, then and there bargained and sold by the plaintiffs to the defendant at his request;

And in four hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request;

And in four hundred dollars for money then and there paid by the plaintiffs for the use of the defendant, at his request;

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

And in four hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them.

And whereas the defendant afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs on request; yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof; to the damage of the plaintiffs four hundred dollars, and therefore they bring suit, &c.

By Allison & Curry his attys.

588

Paper Writs
vs
James S. Alexander

Damages $217.45
Costs 4.28
Increase .41

Filed September 30, 1857
A. Kirkpatrick Clerk

Received
Allison Young Sheriff
per [illegible]

Received this writ July 7th 1857
No goods or chattles found where on to Levy
Levied July 7th 1857 Upon the following Described Real
Estate Lying and Being in the County of Union and State
of Ohio to wit

Received this writ July 7th 1857
No goods or chattles found where on to Levy
Levied July 7th 1857 in Conjunction with an other writ
of Execution in favor of J. W. King & Co once against
James S Alexander Upon the following Lands once tenement
Lying and Being in the County of Union and State of Ohio
to wit Part of Military survey 3351 beginning at a stake 160
poles E of the center of Marysville at the Junction of the Columbus
and Delaware Roads Running E 138 poles to an oak and 2
ashes thence N 85 poles to a stake in the Delaware Rode thence
S 64 W 182 poles to the beginning containing 28 acres More or
less. Also one other piece or parcle of Land part of
survey 3351 beginning at a stake where the Waldo Rode Leaves
the Rode Leading from Marysville to Delaware thence N 64 E
44¾ poles to a stake thence N 30 E 153 poles to a stake
thence S 79½ W 78 poles to Millcreek thence with the
Meanders of the Creek S 14 W 8 poles S 75 E 34 poles South
17 E 9 poles S 5 E 42 poles S 30 W 94 poles to the
Beginning Containing 46 acres 25 poles More or Less

Returned by order of Allison and Lazy attys for Pltff

Fees Mlge .15
Ans 35
Levy 35
75

Sept 30 1857

William C Malin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union **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 August A. D. 1849 Raper & Brothers recovered against James S. Alexander

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Two hundred & Seventeen dollars and forty five cents, for their damages; as also the sum of $ 4.28 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 James S. Alexander

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 14th day of August A. D. 1849 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 Raper & Brothers

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 July A. D., 1851

James Kinkade Jr Clerk.

Filed July 7. 1857
J Kinkade p clerk

Raper & Brother
vs
James S Alexander

Issue an Execution in above case to Sheriff of Union County

To the Clerk of Com Pleas
July 7th 1851

Allison & Lewis
Attys for Pltffs

Civil/Domestic Case File
Case No. 1848-CV-0051

Civil/Domestic Case

1848-CV-0051

located with

Supreme Court Case

1851-SC-0001

Civil/Domestic Case File

Case No. 1848-CV-0052

No.

Union Common Pleas Court.

Leesburg Township
Plaintiff,

AGAINST

Charles Scott,
Defendant.

Bastardy.

AUG TERM 1849

AUG TERM. 1849

JUDGMENT VS DEFENDANT

Journal 4 Page 233

Record No. 5 Page 442

Ex. Doc. Page

The State of Ohio
on complaint of
Isabella Barcus
vs.
Charles Scott

State of Ohio Union County ss.
Action of Bastardy
On the 13th day of November 1848
Isabella Barcus an unmarried woman entered complaint under oath against (Charles Scott) the defendant setting forth that she, the said complainant was on the 9th day of July 1846 delivered of a bastard child and that (Charles Scott) is the father of said child. Thereupon on the same day a warrant was issued directed to any Constable of Union County. And on the 14th day of November 1848 said Constable made return as follows, – November the 14th 1848 served by bringing ~~the said defendant~~ (Charles Scott) forthwith and his body is now before you
fees 20 cents Benjamin Welsh Constable
November the 14th 1848 The accused and ~~the~~ complainant then both being present they entered into the following compromise (to wit) that is it appears that the complainant Isabella Barcus has had two illegitimate children by the accused (Charles Scott) and that they agreed between themselves for him the said Charles Scott to take the oldest one which was the one that he was now in custody for and for her the said Isabella Barcus to keep the youngest one herself ——— And the defendant (Charles Scott) neglected and positively refused to give bond and security to the Trustees of the Township for the maintain= =ance of the said that he was to have by the compromise of the parties Thereupon he was committed to the gail of the said County of Union this 14th day of November 1848 Abijah Gandy J.P.
November the 15th 1848 —— Mittimus returned endorsed

Justice fees
filing affidavit $0,25
for warrant – 0,25
for transcript 0,31¼

Const. fees
serving warrant $00,20
committing to gail 00,75

Darius McGuire
assisting — $00,50

November the 14th 1848 I committed the within named (Charles Scott) to the custody of the within named Jailor with whom I left a certified of this writ fees taxed at mileage 10 miles 50 cents serving 25 cents Darius McPutire assisting 50 cents

Abijah Gandy J.P.

The State of Ohio
Union County ss.

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

Given under my hand and seal

Abijah Gandy (SEAL)

this 15th day of August 1849

Lusher LP.
by
C Scott
Transcript

Filed August 15. 1849
James Kirkpatrick pCK

Trustees of Leesburg Township
vs
Charles Scott } Bastardy, for Nurture
Born Plaintiff

The Clerk will issue
Subpoena to Isabella
Barcus and Isaac Bane witnesses
for the Pltff.
To James Kinkade Clerk
August 10th 1849

Allison & Crum
Attys for Pltff.

Flint Aug 11. 1849
J Mitchell for Clerk

The State of Ohio } To any Constable of said County Greeting
Union County ss. } Whereas, complaint has been made before me, one of the the justices of the peace, in and for the County aforesaid, upon the oath of (Isabella Barcus that on the 9th day of July AD 1846 she was delivered of a bastard child and that Charles Scott is the father of said child)

These are therefore to command you to take the said (Charles Scott) if he be found in your County: or, if he shall have fled, that you pursue after the said (Charles Scott) into any other County within this State, and take and safely keep the said (Charles Scott) so that you have his body forthwith before me or some other justice, to answer the said complaint; and be further dealt with according to law. — Given under my hand and seal this 13th day of November AD 1848

Abijah Gandy (Seal)

11,80
3
35,40
5,90
41,30

11,80
6
70,80
2
141,60
41
182,60
11,20
136

Filed Aug 15. 1845
J Kirkpatrick Clk

November the 14th 1848
Served by bringing the said
Defendant Charles Scott
forthwith & his body is now before
you
Fees $ cents
Benj Welsh Const.

Warrant
Isabella Barnes
vs
Charles Scott
Damages $100,25 cts

State of Ohio } To the keeper of the Jail of the County
Union County ss } aforesaid Greeting

Whereas Charles Scott has been arrested on warrant at the suit of Isabella Barcus in an action of bastardry and the parties being present they made a compromise concerning the begetting of the said bastard child and whereas the said Charles Scott having failed and refused to give bail to the trustees of Leesburg township in said County of Union for the maintainance of the said bastard child according to law you are therefore commanded to receive him the said Charles Scott into your custody in the Jail of said County and him safely keep untill he complys with the 1st section of the law in case of bastardry or untill he be otherwise legally discharged

Given under my hand and seal this 14th day of November AD 1848

Abijah Gandy Justice of the peace (SS)

November 14th 1848 I committed the within named Charles Scott to the custody of the within named Jailor, with whom I left a certified copy of this writ. Fees= mileage 10 miles 50 cts

Service 25

Darius McIntire assisting 50 = $1.25

Benj' W. Ish Const ~~Const~~

Filed Aug 14, 1849
J. Kirkpatrick Clk

Writ returns on the body of Charles Scott

The State of Ohio Union County ss.

To the Jailor of Said County Greeting;

You are hereby Commanded to bring the body of Charles Scott, before me Levi Phelps an Associate Judge of Said County, at the Court House therein forthwith who is in your Custody in the Jail of Said County on a Charge of Bastardy Brought by the Trustees of Liesburg township in Said County and refusing to give Security to Said Trustees for the maintenance of a bastard Child, to be brought out for the purpose of Giving bail.

Given Under my hand and Seal November 16, 1848

Levi Phelps A. Judge U.C.

Served this November 16th 1848 by bringing the body of Charles Scott before the Court as Commanded by the within writ.

Fees - Service 35
Attending Court 50 = 85

Philip Minter Sheriff

36 Warrant L. ~~F.~~
Charles Scott

Filed Nov 16. 1848
James Huntsdeff Clk

Recorded

State of Ohio
Union County ss

Personally came before me Abijah Gandy one of the justices of the peace in and for said County, Isabella Barcus an unmarried woman of Leesburg township in said County, and made solemn oath, that on the 9th day of July A.D. 1846 she was delivered of a bastard child and that Charles Scott is the father of said child.

Isabel Barcus

Subscribed and sworn to before me this 13th day of November A.D. 1848

Abijah Gandy Justice of the peace

25,42
4,21

2,50 29 83
50
2,00 witness 33
1,07 Const
1,14 Just
4,21

24,00
2
50,00
12 5
62,

2933
14
29,14

Affidavit of
Isabella Barcus

Filed Aug 15, 1848
R. W. Randolph Clk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Isabella Barens & Isaac Zane

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~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of The Trustees of Leesburg Township Union County Ohio in a certain controversy in said Court depending, wherein The Trustees of Leesburg Township Union County Ohio is Plaintiff, and Charles Scott is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Kirkadoff

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 11th day of August A.D., 1849.

James Kirkadoff Clerk.

Served this writ personally upon the within named witnesses August 13. 1849

Fees—mileage 45
Service 25 = 70 Philip Snider Sheriff

Filed Aug. 14. 1849
Attest Randolph Clerk

Non Com Pleas

Lewisburg Township
vs
Charles Scott

Subpoena writs

Civil/Domestic Case File

Case No. 1848-CV-0053

No Record.

No. 48-CV-53

Union Common Pleas Court.

Emanuel Baker
Plaintiff,

AGAINST

John Hermott admr
Defendant.

No Record.

No Record.

1849

No Record.

Journal 4 Page 266

Record No. Page

Ex. Doc. Page

Law No. 34.

Emanuel Baker
vs
John Harriott adm

Cost Bill made
No Record

Emanuel Baker
vs
John Harris
administrator of
Wm Wads dec'd

Filed Nov 18. 1848
James Kirkpatrick Jr Clk

Emanuel Baker
vs
John Hourott
administrate of the
Estate William Wads-
deceased.

In Assumpsit Damages $[illegible]
Union
Common pleas-
Spring Term 1849

Endorse suit brot to
recover money had and
received Goods sold and
delivered, Also on an account
stated

J C Dougherty
for Plaintiff

To the clerk of
Union common plea-

Issue a summons in this case
Returnable at the Spring term 1849.

38 Union Com Pleas

Emanuel Baker
v
John Harriott Admr
of the Estate of W Wade
deceased

Filed May 29, 1849
Ed Rutledge clerk

Deft brought to recover money had and received
Goods sold and delivered, also on an
account stated

H. C. Dougherty atty
for Plaintiff

By order of L. C. Dougherty not served
Philip Sniver Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Harriott, Administrator of the Estate of William Wads, deceased,

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 Emanuel Baker,

in a plea of Assumpsit, damages One Hundred dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court, at the Court House aforesaid this 21st day of November A. D. 1848.

James Kirkade Jr Clerk.