Civil/Domestic Case File
Case No. 1850-CV-0001

No. 60-CV-1

Union Common Pleas Court.

The State of Ohio for &c,
Plaintiff,

AGAINST

Jas. S. Alexander et al
Defendant.

AUG TERM, 1850

JUDGMENT VS DEFENDANT

500

Journal 4 Page 319

Record No. Page

Ex. Doc. A Page 182

Law No 36

The State of Ohio for the use of Paris Township

vs

L L Alexander et al

Cost Bill made No Record

State of Ohio for the
use of Paris Township
vs
James & Alexander
A. Pollock and
James & Hoisell

Filed Feby 25. 1850
James Kirkpatrick for Clerk

Cert A Bill made No Record

J C Dempsey atty for
State

State of Ohio for the use of Paris Township
vs
James S Alexander
A Pollock &
James E Hamott

In Union Common pleas In Debt, Debt One Thousand Dollars.

Issue a summons Returnable at the next term of the Court, against James S Alexander, A Pollock and James E Hamott Endorse, Suit brought, On a bond, made, Joint and Severally, payable to the state of Ohio in the penal sum of One Thousand Dollars, dated April 6th 1846; by the said Defendants the conditions of the bond, is that the said James S Alexander was duly elected Treasurer of Paris Township Union County April 6th 1846; and thereby bound himself, to distribute, and pay over all monies according to law, that would come into his hands from time to time for school purposes. also that the said Defendants failed. to pay over the monies for said school purposes And Refused. so to do-

J C Doughty Att for the State,

February 25th 1850,

To James Kinkad clerk, of Union common pleas

Union Com Pleas

State of Ohio for the use of
Paris Township
vs
James S Alexander
A Pollock &
James C Harriott

Filed March 12. 1850
James Kinkade clerk

"Suit brought on a bond. made. jointly and severally. payable to the State of Ohio in the penal Sum of one thousand dollars. dated april 6th 1846. by the said defendants. the Condition of the bond is that the said James S. Alexander. was duly. elected treasurer of Paris Township Union County. April 6th 1846. and thereby bound himself. to disburse and pay over all monies according to Law. that would come into his hands from time to time for School purposes also that the said defendant failed to pay over the moneys. for said School purposes. and refuses so. to. do.

L. C. Doughty atty for the State.

Served this writ by delivering to the within named James S Alexander a certified copy thereof March 1st 1850. and by delivering to the within named James C. Harriott & A. Pollock each a certified copy thereof March 2nd 1850.

Fees — mileage 5
copies 60
service 75 = $1.40

Philip Shuler Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James L. Alexander, A. Pollock and James E. Harriott

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

The State of Ohio for the use of Paris Township

in a plea of Debt, debt One thousand dollars

~~damages~~

and have you then there this writ,

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 26th day of February A.D., 1850

James Kinkade Jr Clerk.

Stafford
&
Alexander et al
agreement

Filed Aug 6. 1850
Skinkadopell K

State of Ohio
for the use of
Paris Township
vs
James S. Alexander
James S. Horrocks
A. Pollock

In union Common
Pleas

Settled at Defendants
costs

A. G. Hanover

Civil/Domestic Case File

Case No. 1850-CV-0002

No. 50-CN-2

Union Common Pleas Court.

Richard Bowling, Plaintiff,

AGAINST

James Guy, Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT

$1106 19

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Law No 37

Richard Cowling

vs

James Guy

$1105.14

Cost Bill made Record

Recorded

500
6.
2/30.00
15.00
7.50
523.50

2.50
10

1050
6
12/6300
525
1050
1055.25
500.00
555.25
6
12/3331.50
2.776
1388
4.164
555.25
57.41

Union Complaints

Richard Cooling

vs

James Guy.

Praecipe

Filed April 9. 1850
James Kinkaid Jr clerk

Richard Cooling } Union Com Pleas
vs } In Assumpsit
James Gray } Damages $2000.
} Issue a Summons

in this case returnable at next term.
Endorse Suit brought by the plaintiff to recover from the defendant two thousand dollars for goods bargained and sold, for Goods sold and delivered, for Money lent, and for two thousand dollars money paid by the plaintiff for the use of the defendant, and for money had and recd and for money found due on an account stated.

April 4th 1856.
To the Clerk of } H W Smith
Union Com Pleas } Atty for Pltff

Union Com. Pleas

Richard Cowling
vs
James Guy

Suit brought by the plaintiff to recover from the defendant two thousand dollars for goods bargained and sold. for goods sold and delivered For money lent. and for two thousand dollars money paid by the plaintiff for the use of the defendant. and for money had and rec'd and for money found due on an account stated

G. W. Smith
Atty for Pltff

Filed May 4, 1850
James Kirkpatrick Cl

Served this writ May 3rd 1850 by leaving a certified copy thereof at the residence of the within named James Guy,

Fees = mileage 50
service 35
copy 15 = $1,00

Philip Drier Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James Guy

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

Richard Cowling

in a plea of Assumpsit

damages Two thousand Dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 9th day of April A.D., 1850

James Kinkade Jr Clerk.

Union Com. Pleas

Richard Cowling

vs

James Gray

The Declaration

Filed June 3rd 1850
James Kinkade clk

$1105.19

Cert Bill Award Record

H. W. Smith Atty.

Court of Common Pleas
of Union County.

Of the Term of May in the
Year eighteen hundred & fifty.

The State of Ohio }
Union County } ss:

Richard Cowling plaintiff in this suit complains of James Gray defendant in this suit in a plea of Assumpsit, for that whereas the said defendant on the first day of April in the year eighteen hundred and fifty, at London Madison County, to wit: at the County of Union, was indebted to the said plaintiff in two thousand dollars for the price and value of goods, then and there bargained and sold by the plaintiff to the defendant at his request, And in the sum of two 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 the sum of two thousand dollars for money then and there lent by the plaintiff to the defendant at his request. And in the sum of two thousand dollars for money then and there paid by the plaintiff for the use of the defendant at his request. And in the sum of two thousand dollars for money then and there received by the defendant for the use of the plaintiff. And in the sum of two thousand 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 to wit: on the second day of April AD 1850, 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 promise, and hath not paid the said several sums of money, nor either of them, nor any part thereof; to the damage of the plaintiff two thousand dollars, and therefore he brings suit, &c

By D. C. Smith his Atty.

Filed August 12, 1850.
James Kinkade Jr Clerk

Clerk of Court of Common Pleas
Marysville Union County Ohio.
Richard Cawling
vs
James Guy
Deposition of
Z. Hukill.

Deposition of witnesses taken in a cause pending in the Court of common pleas of Union County, Ohio wherein Richard Cowling is Plaintiff and James Guy defendant in pursuance of the notice hereto attached, and at the time and place therein mentioned.

E. Hukill of the County of Madison, of lawful age, being first duly sworn by me, as hereafter certified, deposes, and says, that

Question by Pltffs Atty. State what you know if any thing about Eliza Hukill loaning to James Guy $1050. & when

Ans. On the 6th day of April 1849 Eliza Hukill loaned to James Guy $1050.

By same. What security did the said Guy give for said loan of money?

Ans. He gave a Note due in six months with Richard Cowling and H. W. Smith as securities.

By same. State if you know whether said James Guy was the principal in said note and if so were the other two above named only securities?

Ans. Said Guy was principal in said Note and said Cowling and Smith were his securities.

By same. Is the Exhibit hereto annexed marked "A" a true copy of the note given for said money by said Guy and his securities above named?

Ans. It is a true copy of said Note. and further deponent saith not.

E. Hukill

I James Burnham a Justice of the Peace for Jefferson Township, in the County of Madison, Ohio, do hereby certify that the above named E. Hukill was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing deposition by him subscribed, was reduced to writing by me, and was taken at the time and place specified in the inclosed notice. In testimony whereof, I have hereunto set my hand, this 22d day of July A. D. 1850

Justice fees 50 cts Cost 15 Witness 50 — $1.15 James Burnham J. P.

Richard Cowlen } Union Com-
as } mon Pleas
James Gray } In Assumpsit
} Depositions

will be taken in this case by the plaintiff at the office of James Burnhamez in the Town of West Jefferson in the county of Madison and State of Ohio, on the 22d Inst between the hours of 8 O'C. A.M. and 8 O'C P.M of said day.

July 16th 1850

H. W. Smith Atty
for pltff.

London Madison County April 6th 1849.

$1050.00

Six months after date we or either of us promise to pay Eliza Hutchison at the City Bank of Columbus, the sum of one thousand and fifty dollars without defalcation, for value received

Witness

James Gray
Richd Gowling
H. McSmith

"A"

594

Richard Cowling
vs
James Gray

Damages $1106.19
Costs 5.48
Increase this writ .41

Rec'd This writ February 21 1857
No Goods or Chattles Found or Tenements found
Where on to Levy
Fees Mileage 60
Serv 35
William G. Martin Sheriff

To Sept T. 1857

Filed April 2d 1857
Ja Kirkwood clerk
Recorded

A W Smith Atty for
Plaintiff

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 12th day of August A. D. 1850 Richard Cowling recovered against James Gay

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Eleven hundred and Six dollars and Nineteen — cents, for his damages; as also the sum of $ 5,48 for his cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 12th day of August A. D. 1850 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 Richard Cowling

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 February A. D., 1851

James Kinkade Jr Clerk.

Corelius
vs
Ziegler

Answer

Filed Feby 20, 1857
J Ku Kachpell Clk

Richard Cawling
vs
James Gray
Union Complas
Judgt for Pltff

Sir
Will you please
to issue an execution
in the above case.
H. W. Smith Atty for
plaintiff

To the Clk of
Union Complas
Marysville
Ohio

No. 50-44-2

UNION COMMON PLEAS COURT.

Richard Cowling
Plaintiff

against

James Guy
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT

$1106 12

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Civil/Domestic Case File

Case No. 1850-CV-0003

No. 50-CV-3

Union Common Pleas Court.

Charles W Russell
Plaintiff,

AGAINST

Rawson Welch
Defendant.

NOV TERM. 1850

Discontinued

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Record No. No Record. Page

Ex. Doc. Page

Law No ~~37~~ 34

Charles W. Rosetta

vs

Rawson Welch

Cost Bill Omitted

No Record

Charles Rosette
vs
Laura Welsh
Plea in assumpsit

Filed April 16, 1850
James Kirkadale Clk

Cost Bill made
No Record

J C Dunlap atty for
plaintiff

Charles V. Rosette
v.
Ranson Welsh

Assumpsit
Damages
$500.00

Issue a summons - Returnable at the next term - Endorse - on writ suit brought - on a contract ~~for~~ made - by Defendant with plaintiff wherby - Defendant bound himself - to pay the sum - of four hundred - Dollars - to
3 B. - Rose - and company - in Dollars for Plaintiff - on or before first day of April 1849 - also - for goods - sold and delivered - Money had - and received - also - for lands - sold - by Plaintiff - to Defendant - damages - claimed by Plaintiff - $500.00 -

J. C. Doyle Att for
Plaintiff

Union Com. Pleas

Charles W. Rosett
vs
Rawson Welsh

Filed April 18, 1850
James Kinkade jr clerk

"Suit brought on a contract made by defendant with plaintiff whereby defendant bound himself to pay the sum of Four hundred dollars to I.B. Rose and Company and others for plaintiff on or before first day of April 1849 - also for goods sold and delivered. money had and received. also for lands sold by plaintiff to Defendant damages claimed by Plaintiff $500.00

He Doughty att for Plaintiff"

Served this writ April 18. 1850 by delivering to the within named Rawson Welsh a certified copy thereof.

Fees = mileage 5
Service 35
copy 15 = 55

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Rawson Welsh

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

Charles W. Rosett

in a plea of Assumpsit

damages Five Hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 16th day of April A.D., 1850

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0004

Civil/Domestic Case File

Case No. 1850-CV-0005

No. 50-CU-5

Union Common Pleas Court.

Bill Welch
Plaintiff,

AGAINST

William Kendall,
Defendant.

MAY TERM. 1850

Dismissed

JUDG VS PLAINTIF

Journal 4 Page 307

Record No. No Record. Page

Ex. Doc. Page

And the said Bill Welch now comes and says, that in the record and proceedings aforesaid, as shown by the within transcript — there is manifest error, in this, to wit —

1st — The Justice of the Peace, erred in proceeding against the Socket Bail, without a judgment having first been obtained, against the principals — upon the Scira Facias — issued against them — or upon Scira Facias issued against them by some other justice —

2nd — The Justice of the Peace erred in proceeding against the Socket Bail, without there being first a due return by the proper officer, of "No goods or chattels found whereon to levy" upon an execution against the principals —

3rd — The said judgment against the Socket Bail was given in favor of the plaintiff — whereas by the laws of the land it ought to have been given in favor of the said Bill Welch —

Let a writ of Certiorari issue in the within case, upon the applicant giving bond and security according to law —

W W Woods
Associate Judge

Filed April 20th 1838
James McRae Prothy

Cost to be made
No Recorded

Allowed Bond

In Union Com Pleas
Bill Welch
vs
Jim Kendall
Certiorari

Wm Kendal
vs
George Burt and
George Shufelton

32 - 20 judg
.25 Affidavit
.18¾ capias
.10 - Satisfaction
.12½ - E. judgment
.25 - execution
.70 J. C Reed const.
.25 Bail Bond
$1.80

J.B. Dort J.P.
.25 Scire Facias
.15 const fees
.25 execution
.15 const fees
.25 Scirefacias
.75 const fees

Damage $40.00

Suit Brought a due Bill as follows
Due George Brynes or bearer ten days after date Thirty one dollars and 25 cts for value Received Dublin April 13th 1849 George Burt
Geory Shufelton

October 8th 1849 duebill filed being satisfied from the Affidavit of Wm Kendal that the defendents are about to remoove their property out of their hands with the intent to defraud their creditors I Issued a capias against the defendents returnable forthwith and delivered the same to J.C. Reed constable the same day Capias returned with the Bodies of the Defendents
fees .70 cts
J.C. Reed const.

October 8th 1849 parties present Defendents confessed the above due Bill just and true and Requested me to render judgment for the same which I accordingly done in the sum of Thirty two Dollars and 20 cts and cost of suit taxed at one dollar and Thirty cents
Milbourn Beach J.P.

October 8th 1849 Issued Execution to J.C. Reed Constable October 8th 1849 Ex recalled

In the action of Wm Wendal against George Burt and George Shupelton I Bill Welch do acknowledge myself Bail for said Burt and Shupelton for Stay of execution in the sum of Fifty Dollars to be levied of my goods and chattles lands and tenements if default be made in the condition following which is that the said Burt and Shupelton Shall pay the amount of of the judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue

B. Welch

Taken signed and acknowledged Before me this 8th day of October 1849 Milbourn Beach J.P.

The State of Ohio Union County SS

I do hereby certify that the above is a full and true copy from the Docket of Milbourn Beach deceased late a justice of the Peace of said Township of his proceedings in the above cause as entered in his Docket which is in my possession duly certified Dated October 8th 1849

James B Dort J.P.
of the afore said Township

March 22nd 1850 Issued a Scire Facias against dependents delivered to B Grube Constable Scirefacias .25

March 25th 1850 Scirefacias returned dependents not found fees Mileage .15 cts B Grube const

accordingly I render judgment against George Burt and George Shupelton said defendents for the sum of thirty four Dollars and forty three cents and costs to the amount of Ninety cents

amount of judgment - - 34.43
costs - - - .90
$35.33

on the 28th Day of March 1850
Issued an execution against Defendents delivered to B Grubb Court

on the 29th day of March 1850 execution Returned defendents not found

execution .25
court fee .15

March 29th 1850 Issued a Seirefacias for B Welch the Bail in the above judgment delivered to B. Grubb Court and made returnable on the 5th of April next on the same day said writ was returned served by ~~[illegible]~~ reading a copy was left on demand of said Defendent

Seirefacias .25
B Grubb court fee .72

April 5th 1850 at 2 o'clock P.M. Seirefacias being returned duly served by reading defendent failed to appear accordingly judgment was rendered by me against B Welch defendent in the sum of thirty ~~Six~~ Dollars and ~~ninety eight cents~~ Seventy cents

James B Dort J. P.

$36.70

The State of Ohio Union Co ss

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

James B. Dort Justice of the Peace

Union Com. Pleas

Bill Welch
vs
William Mendall

Bond in certiorari

Filed April 20, 1850
James Kirkpatrick for clerk

Know all men by these presents that we, Bill Welch, and James W Welsh of the County of Union and State of Ohio, are held and firmly bound unto William Kendall, in the penal sum of One hundred dollars, to the payment of which, well and truly to be made, we do hereby jointly and severally bind Ourselves, Our heirs, Executors and administrators, sealed with Our seals, and dated this 20th day of April A.D. 1850. The Condition of the above Obligation is such, that whereas the said Bill Welch, hath this day obtained the allowance of a writ of Certiorari to remove into the Court of Common Pleas, of said County of Union, a certain judgment for the sum of thirty Six dollars and seventy cents, Debt, lately rendered against the said Bill Welch, by James B Dort, a Justice of the Peace within and for the said County of Union in a certain action then pending before him, wherein the said William Kendall was plaintiff, and the said Bill Welch defendant: Now, if the said Bill Welch shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of Certiorari, together with the ammnt of any judgment that may be rendered against the said Bill Welch, on the further trial of said cause, after the said judgment of the said Justice of the Peace shall have been set aside or reversed, or upon and after the affirmance thereof in the said Court of Common Pleas, then this Obligation shall be void: otherwise in full force and virtue in Law.

Bill Welch (Seal)
James W Welsh (Seal)

Approved.
James Rinkadep Clerk
Union Com. Pleas.

Bill Welch
vs
Wm Kendall

Filed May 27, 1850
James Kirkpatrick clk

Clerk of the Court of common
Pleas of Union County
Ohio

William Wendall
vs
George Burt and
George Shufelton

$32.20 judgment
.25 Affidavit
.12½ capias
.10 Satisfaction
.12½ E. judgt.
.25 execution
.70 J. C. Reed const
.25 Bail Bond
1.80
.25 Scire Facias
.15 B. Grubb const.
.25 execution
.15 B. Grubb const
.25 Scirefacias
.72 B. Grubb const. fees
1.77

Damage $40.00
Suit brought on a due bill as follows Due George Byers or bearer ten day after date thirty one dollars and 25 cents for value received Dublin April 13th 1849
George Burt
George Shufelton

October 8th 1849 Due Bill filed being satisfied from the Affidavit of Wm Wendall ~~one of the defts~~ that the defendants are about to remoove their property out of their hands with the intent to defraud their creditors I issued a capias against the Defendents returnable forthwith and delivered the same to J. C. Reed constable the same day capias returned with the Bodies of Defendents fees .70 cents
J. C. Reed constable

October 8th 1849 Parties present
Defendents confessed the above due Bill just and true and requested me to render judgment for the same which I accordingly done in the sum of thirty two dollars and .20 cents and costs of suit taxed at one dollar and thirty cents
Wilbon Beach J.P.

Oct 8th 1849 issued execution to J. C. Reed const.
Oct 8th 1849 Ex recalled

In the action of Wm Wendall against George Burt and George Shufelton I Bill Welch do acknowledge myself bail for said Burt and Shufelton for stay of execution in the sum of fifty dollars to be levied of my goods and chattles land and tenements if default be

carried over

Brought forward

made in the condition following which is that the said Burt and Shufelton shall pay the amount of the judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue B. Welch.

Taken signed & acknowledged before me this 8th day of October 1849 Wilbourn Beach J.P.

The State of Ohio Union County Jerome Township ss

I do hereby certify that the above is a full and true copy from the docket of Wilbourn Beach deceased late a justice of the peace of said township of his proceedings in the above cause as entered in his docket which is in my possession duly certified Dated January 12th 1850

James B. Dort J.P.
of the aforesaid Township

William Kendall vs Burt and Shufelton

March 22nd 1850 Issued a scire facias against defendants delivered to Benjamine Grubb constable Scirefacias .25

March 25 1850 Scirefacias returned defendants not found
B. Grubb const fees mileage .15 cents

accordingly I entered judgment against George Burt George Shufelton said defendants for the sum of thirty four dollars and forty three cents and costs to the amount of ninety cents amount of judgment $34.43
costs .90
35.33

on the 28th day of March 1850 Issued an execution delivered to B. Grubb const on the 29th day of March 1850 execution returned defendants not found execution .25
const fees .15

March 29th 1850 Issued a Scire Facias for Bill Welch the Bail in the above judgment delivered to B. Grubb const and made returnable on the 5th day of April 1850 On the same day said writ was returned Served by reading

carried up

Brought out

a copy was left on demand of said defendent

Scire Facias .25 cents
B. Gruebler const fee .72

April 5th 1850 at 2 o'clock P.M. the scire facias being returned and duly served by reading defendent failed to appear accordingly judgment was rendered by me against Bill Welch defendent in the sum of thirty six dollars and seventy cents James B. Dort J.P.

The State of Ohio Union County Jerome 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

this transcript .31 cent James B. Dort
J.P. of the aforesaid Township

This 25th day of May 1850

Union Common Pleas

Bill Welch
vs
William Rendall

Writ of Certiorari

Filed May 27, 1850
James Kirkpatrick pr NR

The State of Ohio Union County, ss.

To James B. Dort, Esqr. a Justice of the Peace within and for the Township of Jerome and County aforesaid Greeting;

We Command you, that a certified Transcript of the record and proceedings of a certain Suit lately pending before you, wherein William Kendall was plaintiff, and B. Welch was defendant, and wherein on the 5th day of April A.D. 1850. you rendered a judgment for the sum of thirty Six dollars and Seventy cents, in favor of the said William Kendall and against the said B. Welch, 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 James Kirkade Jr Clerk, of our said Court of Common Pleas, at Marysville this 20th day of April A.D. 1850.

James Kirkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0006

No. 50-CV-6

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Silas C Strong et al
Defendant.

MAY TERM, 1850

JUDGMENT VS DEFENDANT

Journal 4 Page 302

Record No. 6 Page 364

Ex. Doc. 1 Page 601

Law No 50

The State of Ohio for &c

vs

Silas G Strong &

A Pollock

Costs Bill [illegible]

Recorded

September 11 - 1847 the parties to this suit appeared by their counsel and by consent had the cause opened up for a new hearing. William B Skinner was sworn & Examined on the part of the Defts after hearing the testimony it is therefore considered by me that the State of Ohio for the use of the Fund Commissioners of Union County. Recover of Silas G Strong & Alexander Bollock a Judgment for the sum of Ninety six dollars and costs of suit

Execution issued Nov 1 - 1847 to William Wells Const which was returned endorsed no property found whereon to Levy fee 15

it is Injested to me by the Plaintiffs that the Defts have Lands & Tenements

The State of Ohio Union County ss

I James Lemmon a Justice of the peace in & for the Township of Paris in said Union County do hereby certify the foregoing Transcript to be a true copy of the proceedings had by & before me in the aforesaid case. Given under my hand this 25th day of April AD 1850

James Lemmon JP (Seal)

State of Ohio for the use of the Fund Commissioners of Union County
vs
Silas G Strong
Hezekiah Bolton
A. Bollock
Transcript

Filed April 25. 1850
James Rinehart clerk

Recorded

Allen & Comm

State of Ohio Union County ss

The State of Ohio for the use of the Fund Commissioners Union County
vs
Silas G Strong
Hezekiah Bates
A Pollock
David Witter

Debt $96.00

Justices cost	
summons	12½
satisfac	10
3 continuances	30
Judgment	25
Execution	25
this transcript	31¼
	$1.33¾

Suit Brought on Note for one hundred dollars. Recin of Union County Fund Commissioners & payable to the State of Ohio Dated June 13 1837

July 28th 1847 Summons issued for Deffs. for their appearance on the 2d day of August 1847, at 9 o'clock A M, which was handed to John Lansdown const, which Summons was returned endorsed sworn on 28th day of July by reading to Silas G Strong & A Pollock Hezekiah Bates & David Witter not found

fees service 20 mileage 10

J W Lansdown const

August 2d 1847 9 o'clock A M the parties appeared by their attorneys D B Cole the attorney for Defendants asked a continuance which was granted untill the 9th day of August 1847

August 9th 1847 Parties appeared by counsel & by consent this cause was continued to the 16th day of August 1847 at 9 o'clock A M. August 16th 1847 Neither party appeared and this cause was continued untill the 17th day of August 1847 at 9 o'clock A M,

August 17th 1847 by agreement of parties by their counsel this cause was continued untill the 24th day of August 1847 at 9 o'clock A M

August 24th 1847. the Defendants failed to appear it is therefore considered by me that the State of Ohio for the use of the Fund commissioners of Union County Receiver of Silas G Strong & Alexander Pollock a Judgment for the sum of Ninety six dollars & costs of suit

In Union Common Pleas

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

vs

Silas L. Strong & Alexander Pollock

Scire facias

Filed May 14, 1850
James Kirkpatrick Clerk

To May 1, 1850

Recorded

Allison & Lamy
Atty for Plffs

Served this writ May 13, 1850 by delivering a certified copy thereof to the within named Alexander Pollock. Silas L. Strong not found.

Fees = mileage 5
Service 35
Copy 30 = 70

Philip Snider Sheriff

The State of Ohio Union County. S.S.

To the Sheriff of Union County Greeting:

Whereas. the State of Ohio for the use of the Fund Commissioners of Union County. lately Court. on the 11th day of September A.D 1847. before James Turner. a Justice of the Peace within and for the county of Union recovered a certain Judgment against Silas G. Strong and Alexander Pollock. for the sum of Ninety Six dollars Debt and Seventy seven p cents costs of suit; and the said James Turner Justice of the Peace as aforesaid issued an execution upon the said Judgment. in due form of law; and the same was returned No goods found whereon to levy; and afterwards it was suggested to the said James Turner Esq. Justice of the Peace as aforesaid that the said Silas G. Strong and Alexander Pollock, are possessed of lands and tenements; as by the inspection of a transcript of the record and proceedings thereof lately filed in our said Court of Common Pleas. appears to us of record. and now on the behalf of the said State of Ohio for the use of the Fund Commissioners of Union County. in our said Court of Common Pleas, We have been informed that the said judgment thereupon given. in form aforesaid. still remains in full force and effect. in no wise. set aside. reversed. paid off or satisfied and that execution still remains to be made to the said plaintiff thereupon of the goods and chattels. lands and tenements of the said Silas G Strong and Alexander Pollock. whereof the said State of Ohio for the use of the Fund Commissioners of Union County hath besought us to provide it a proper remedy in this behalf and we being willing that what is just in this behalf should be done. Command you that you make known to the said Silas G. Strong and Alexander Pollock. to be before the Judges of our said Court of Common Pleas. on the first day of their next Term. to show if they have or know of any thing to say for themselves. why execution ought not to issue against their goods and chattels. lands and tenements. to satisfy said Judgment. and costs. if it shall seem expedient for them so to do. 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 James Kirkade Jr clerk of said Court of Common Pleas at Marysville this 25th day of April A.D. 1850. James Kirkade Jr Clerk

Union Com. Pleas

~~The State of Ohio~~
The Fund. Commissioners
of Union Co
vs
S. G. Strong &
A Paddock

Scire facias

Filed May 27. 1850
James Kirkpatrick clerk

Recorded

The within named Silas G. Strong not found
Fees - mileage 25
Service 35
Philip Snider Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting:

Whereas the State of Ohio for the use of the Fund Commissioners of Union County, lately to wit: On the 11th day of September A.D. 1847 before James Turner, a Justice of the Peace within and for the County of Union recovered a certain Judgment against Silas G. Strong and Alexander Pollock, for the sum of Ninety Six dollars Debt and seventy seven and a half cents costs of suit: and the said James Turner Justice of the Peace as aforesaid, issued an execution upon the said Judgment in due form of law: and the same was returned no goods found whereon to levy: and afterwards it was suggested to the said James Turner Esq. Justice of the Peace as aforesaid, that the said Silas G. Strong and Alexander Pollock are possessed of lands and tenements: as by the inspection of a transcript of the record and proceedings thereof lately filed in our said Court of Common Pleas, appears to us of record, and now on the behalf of the said State of Ohio for the use of the Fund Commissioners of Union County in our said Court of Common Pleas, we have been informed that the said Judgment thereupon given in form aforesaid, still remains in full force and effect, in no wise set aside reversed paid off or satisfied and that Execution still remains to be made to the said plaintiff thereupon of the goods and chattels, lands and tenements of the said Silas G. Strong, and Alexander Pollock, whereof the said State of Ohio for the use of the Fund Commissioners of Union County hath besought us to provide it a proper remedy in this behalf and we being willing that what is just in this behalf should be done, command you as we have heretofore commanded you, that you make known to the said Silas G. Strong, to be and appear forthwith before the Judges of our said Court of Common Pleas, to show if he has or knows of any thing to say for himself why execution ought not issue against his goods and chattels, lands and tenements to satisfy said Judgment and costs if it shall seem expedient for him to do, 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 James Kirkpatrick Clerk of said Court of Common Pleas, at Marysville this 27th day of May A.D. 1850

James Kirkpatrick Clerk

Filed Feby 4. 1851
J. Muckadey - Clk

The State of Ohio
for &c
vs
Silas G Throop &
Alexr Pollock

In Union Com Pleas
Award of Execution
on Justices Judgt –
Issue Execution in
above case –

To Jas Kinkade Jr Clerk
Feby 4th 1851

Allison & Curry
Attys for Pltff

Filed April 25. 1850
Ja[illegible] Ruckadd Jr Clk

Fund Conners
vs
Silas G Strong

Judgt - Aug 19 - 1845 - in
Union Com Pleas -

Issue an Execution in
the above case -

April 25th / 1850

Allison & Conn
Attys for Pltff -

To Jas Kirkalle Jr Clerk.

601

The State of Ohio for the use of the Fund Commissioners of Union County
vs
Silas G Strong &
Alexander Pollock

Debt $96.00
Costs of suit .77½
Subsequent costs .56¼
Costs in Court 4.58
Writ .41

Filed February 4. 1851.
James Kirkade jr Clerk

Feb 4. 1851

Recorded

Allen & Curry atty
for Plaintiff

Received this writ February 4th 1851
No goods or chattels Lands or tenements found within my bo
Levy
February 4 1851
Geo Milton 5
Serv 35
William C. Slakin Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting;
Whereas the State of Ohio for the use of the Fund Commissioners of Union County, On the 11th day of September A.D. 1847. before James Turner one of Our Justices of the Peace within and for the County of Union recovered a judgment against Silas G. Strong and Alexander Pollock for Ninety Six dollars Debt and Seventy seven ½ cents Costs of Suit. and whereas afterwards upon Our Certain Writ of Scire Facias in that behalf, to wit. On the 29th day of May A.D. 1850. in Our Court of Common Pleas, within and for the said County of Union, and by the judgment of the same Court it was considered that execution be awarded from the said Court of Common Pleas, against the said Silas G. Strong and Alexander Pollock, upon the judgment aforesaid for the Debt and Costs aforesaid, and also for the sum of 56¼ cents Subsequent Costs in the Court below. And also that the said State of Ohio for the use of the Fund Commissioners of Union County recover against the said Silas G Strong and Alexander Pollock its costs in that behalf expended taxed to $4.58 whereof the said Silas G. Strong and Alexander Pollock are convicted as appears to us of record, therefore We command you that of the goods and chattels and for want thereof then of the lands and tenements of the said Silas G Strong and Alexander Pollock, in your bailiwick you cause to be made the Debt and costs aforesaid with interest on the Debt and Costs of Suit from the 11th day of September A.D. 1847. and on the remainder of the Costs from the 29th day of May A.D. 1850 until paid, and also the Costs that may accrue, and have you the said monies before our said Court of Common Pleas, on the first day of their next term to render unto the said State of Ohio &c. and have you then there this Writ.

Witness James Kinkade Jr clerk of said Court of Common Pleas at Marysville this 4th day of Feby A.D. 1851.

James Kinkade Jr Clerk

Civil/Domestic Case File

Case No. 1850-CV-0007

No. 50-CV-7

Union Common Pleas Court.

Robert Gibson
Plaintiff,

AGAINST

John Morrison
Defendant.

AUG TERM. 1850

Settled at

JUDGMENT VS DEFENDANT

Journal 4 Page 319

Record No. Page

Ex. Doc. Page

Docket No. 40

Union Com Pleas

Robert Gibson

vs

John Morrison

Declaration

Assumpsit

Certified Made ~~Record~~

No Record

By Cole & Cook

Robert Gibson
vs
John Morrison

Transcript

Filed April 27. 1850
James Kirkpatrick Jr clerk

Robert Gibson
vs
John Morrison
Debt $12.75

Pltfs costs

Iss Summons	12½
2 Subpoenas 3d day	29
Swearing 4 Witnesses	16
Judgment	25
Const serving Summon.	15
" 3d Subpoena	40
4th Subpoena	15

Witnesses 3d day

Jehabod Spencer	50
John Gibson	50
G Gibson	50
J. Turner	50

Deffts costs first day

Iss adjournment	10
Subpoena Pltfs wits	24½
Const serving Subpoena	45
Witnesses John Gibson sen	50
C.E. Melching	50
J Spencer	50
G Gibson	50

2nd day

adjournment 2d day	10
Subpoena 2d day	12½

The State of Ohio, Union County, Paris township, ss.
Suit brot on an account, Bill of particulars filed Items amount to $34.00
Subject to a credit of 10.00
December 3. 1849. Iswd Summons for the appearance of the Defendant December 13, 1849. at 10 o'clock A.M. and delivered the same to William Wells constable
December 15. 1849 Summons returned "Served by reading to Defendant, fees serves 10. mileg 05, Dec the 10. 1849
Wm Wells Const
December 10. 1849, at request of Pltff iswd Subpoena for Charles E. Melching, Jehabod Spencer jr John Gibson sen & George Gibson and delivered the same to Wm Wells const which was returned "Served by reading to each one named in this writ. fees serves 40, Milege 05. Dec the 13. 1849
Wm Wells Const.
December 15. 1849. 10 o'clock A.M. Parties appeared and thereupon the Defendant asked an adjournment of this case for want of a material witness. and this cause is adjourned for trial until the third day of January 1850 at 10 o'clock A.M. of that day at defendants costs. John Gibson sen: Chas E Melching Jehabod Spencer & George Gibson. present as witnesses
December 29. 1849. Iswd Subpoena for John Gibson sen and Jehabod Spencer. at request of Pltff and delivered the same to William Wells Constable.
January 3. 1850. Subpoena returned endorsed served on John Gibson. Spencer not found. fees serves 10 Mileg 20
January the 3. 1850 Wm Wells Const.
January 3, 1850, Iswd Subpoena for William Gibson at request of Defendant and delivered the same to William Wells Const. which was returned same day "Served by reading to Wm Gibson fee serves 10, Mileg 05

2 Subpoenas 3d day	33
Swearing 3 witnesses	12
Satisfaction	10
Const serving Subpoena 2d day	15
" serving 2 Subpoenas 3d day	50
Witness M Wilmeth	50
W. Gibson 2 days	1.00
C E. Melching	50
Pltffs costs taxed to Pltff 3d day	
2nd Subpoena	16½
Const serving Subpoena	30
Witness John Gibson	50
2nd Bail on Appeal	25
Transcript	31¼

January the 3. 1850 Wm Wells Const.

January 3. 1850. 10. o'clock A. M. parties appeared and at request of defendant this cause is adjourned (by consent of parties) for trial on the 12th day of January 1850 at 10. o'clock A. M of said day at the costs of the parties. Each party paying his own costs.

John Gibson sen. & William Gibson witnesses present

January 9. 1850. at request of Pltff issued Subpoena for Ichabod Spencer & John Gibson sen and delivered the same to William Wells constable which was returned endorsed "Served by reading to each one named in this writ, fee serves 20 mileg 20 = 40. January the 10. 1850 Wm Wells Const. which was returned endorsed served by reading to each one named in this writ fee serves 20 mileage 20. = 40. January the 10. 1850 Wm Wells Const.

January 9. 1850 at request of Deft issued Subpoena for Charles E. Melching. William Gibson & Moses Wilmot and delivered the same to William Wells Constable which was returned January 12. 1850 served by reading to Ech one named in this writ. fee serves 36 mileg 05 = 35. January the 10. 1850 Wm Wells Const

Jan 7. 12. 1850 Issued Subpoena for George Gibson and delivered the same to William Wells constable at request of Pltff which was returned served by reading to said witness fee serves 10 mileg 05 = 15 January the 12. 1850 Wm Wells Const. January 12. 1850 issued Subpoena for James Turner at request of Deft and delivered the same to William Wells constable which was returned served by reading to said witness. fee serves 10. mileg 05. = 15. January the 12. 1850 Wm Wells Const.

January 12. 1850. 10. o'clock A. M. Parties appeared trial had John Gibson sen. Ichabod Spencer. George Gibson and James Turner sworn and examined as witnesses for the plaintiff - and Moses Wilmeth

William Gibson and Charles E. Melching sworn and examined as witnesses for the defendant and I do find that the defendant owes the plaintiff $23.00

That the defendant is entitled to an allowance of 10.25

Leaving a ballance due the Plaintiff of $.12.75

It is therefore considered by me that the plaintiff recover of the defendant the sum of twelve dollars and seventy five cents with his costs herein taxed at three dollars fifty two and a half cents

Notice of appeal by Defendant. And thereupon Deft filed his appeal Bond with Henry Trolford security

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 W. Williamson J.P.

of the aforesaid township

Robert Gibson
vs
John Morrison

Filed May 28, 1850
James Kirkpatrick Clk

Robert Gibson
vs
John Morrison

Judgment rendered on the docket of James M Wilkinson J. P. January 12th 1850. for $12.75 debt and 3.52½ costs

In the action of Robert Gibson against John Morrison, I, Henry Wolford, acknowledge myself bail for the appellant, in the sum of Fifty dollars to be levied of my goods and chattles, lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued, or may accrue in the Court of Common Pleas

Henry Wolford

Taken, signed and acknowledged, on this 14th day of January in the year 1850 before me James M. Wilkinson J. P.

for the balance of said several sums of money due to said defendant according to the statutes in such case made and provided

John C Morrison
vs.
Robert Ebison

Plea.
in Lucas Common pleas

Filed July 11. 1850
James Kirkade jr clerk

J C Dwyer
Atty for Defendant

John Morrison } In Lincoln common
ads. } pleas - in Assumpsit
Robert Gibson }

And the said John Morrison comes - and defends. &c and says. that he. did not assume. and promise - in manner and form. as the said Robert Gibson hath declared. against him. and of this he puts himself. upon the Country and the said Robert Gibson. doth the like &c -

by his Atty

The Plaintiff will also take notice that the Defendant in the trial of this Cause. will give in evidence. and insist. that the Plaintiff at the commencement of this Suit was - and still is indebted. to the Defendant - in the sum of ~~thirty~~ 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 ~~eighty~~ 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 ~~thirty~~ 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 ~~thirty~~ forty Dollars. for money. before that time lent by the Defendant. to the Plaintiff at his Request And that the Defendant will set off. on said trial so much of 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 there and then demand a judgement. against the said Plaintiff

John Morrison
ads
Robert Gibson

Vs. Debt.

Robert Gibson to John Morrison Dr. May 1849. To fitting fences. $ 2.50

June 1849 }

October 16. 1849 Dr. To pasturing 160 head of Sheep 7 days at 1½ cts per head per day. $5.60.

October 1849 Dr To Cash 10.00 10.00

June 1849 Dr To pasturing 2 steers 10 days each, $80.

John Morrison

To Robert Gibson &

1849.	March 1	To use of wagon 2 weeks a 50c per day	6.00
"	April	To one two horse sled	5.00
"	"	To one pasture price agreed on Dublin road	20,00
"	"	To pasture joining Pat Turners lot	3.00
			$34.00
1849.	Nov	Cr by cash	10.00
			$24,00

Union Com. Pleas

Robert Gibson

vs }

John Morrison

Declaration

Assumpsit

Filed June 29. 1852
Ja. Kinkade Jr Clerk

Cost Bill made No Record

By Cole & Coats

The State of Ohio
Union County ss } In Union Common Pleas
May Term AD 1850.

Robert Gilson complains of John Morrison in a plea of Assumpsit for that whereas the ~~said John Morrison~~ on the 1st day of December in the year of our Lord one thousand eight hundred and forty nine, at the county of Union and State of Ohio was indebted to the said Robert Gilson in Thirty-four 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 Thirty-four 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 Thirty-four 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 Thirty-four dollars for money then and there lent by the plaintiff to the defendant at his request:
And in Thirty-four dollars for money then and there paid by the plaintiff for the use of the defendant at his request:
And in Thirty-four dollars for money then and there received by the defendant for the use of the plaintiff:
And in thirty-four 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 2nd day of December 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 Thirty-four dollars and therefore he brings suit &c.

By Colt & Coats
His Attys

474

Robert Gibson
vs
John Mannion

Costs $13.49
Int from Aug 12, 1850 -
This writ .41

Jan 7, 1851

Filed March 3, 1851
Jas Kirkland Clerk

Recorded

$15.00

Received this writ Oct 22 1851
Money Made in full March 3rd 1851
Milton Latham Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting;

Whereas in a certain Cause lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein Robert Gibson was plaintiff and John Morrison was defendant; the Costs of the said Case were taxed at Thirteen dollars and forty nine cents for which Judgment was rendered against the said John Morrison on the 12th day of August A.D. 1850, by said Court,

You are therefore Commanded, that of the goods and Chattels and for want thereof then of the Lands and tenements of the said John Morrison in your bailiwick, you cause to be made the Costs aforesaid and interest thereon until paid, and also the 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 said County of Union on the first day of the next term of said Court, to render unto the persons entitled ~~to the persons entitled~~ to the same; and have you then and there this writ.

Witness James Kirkpatrick p clerk of said Court at Marysville this 22d day of February A.D. 1851.

James Kirkpatrick p clerk

Civil/Domestic Case File

Case No. 1850-CV-0008

No. 50-CU-8

Union Common Pleas Court.

James W Evans
Plaintiff,

AGAINST

James G Severinghe
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT
$256 20

Journal 4 Page 332
Record No. 5 Page 5-96
Ex. Doc. Page

Law no. 41

Union Com. Pleas

James W Evans

vs

Sevier G Scott

Declaration
In Debt

Cert Bill made Record

Recorded

By Cole & Coats

Clerk's Commonwealth

James W. Evans

vs

James G. Severn
& William Scott

praecipe for Deft.

Filed April 29, 1850
James Kirkpatrick for clerk

Pole & Lewis
Attys.

James H Evans

vs

James Y. Scott } In Debt — Debt Two hundred
& William Scott. } and Twenty five Dollars — Damages
} One hundred Dollars

Issue a Summons returnable next Term on endorse "Suit brought on a promissory note under seal given by Defendants to the plaintiff for Two hundred and Twenty five Dollars dated April 1st 1848 and payable two years after date for a valuable money with interest, — Also for goods sold and delivered, for money lent and on an account stated."

Cole & Coats Attys.
for Plaintiff.

To James Kinkade Jr. Clerk
of the Court of Com. Pleas
Dated April 29 1850

J. Y. Sevier
Wm Scott
Note $225.00
Due 1st April/50

Filed Aug 12, 1850
Ja Kinkade for AR

$225,00

Marysville April 1st 1848

Two Years after date we promise to pay to

James W Evans or Bearer, the sum of

Two Hundred & Twenty Five 00/100 Dollars,

Paple in good Bankable Money

for value received. with Interest

James Y Devirn

Williams & Co

DUE,

In Union Com. Pleas

James W. Evans
vs
James Y Sevin &
William Scott

"Suit brought on a promisory note under Seal. given by Defendants to the plaintiff for Two hundred and Twenty five dollars dated April 1st 1848. and payable two years after date in good bankable money with interest. also for goods sold and delivered for money lent. and on an account Stated.

Cole & Coats Attys
for plaintiff."

Filed May 14th 1850
James Kinkadeff clerk

To May T. 1850

Recorded

Served this writ May 14. 1850 by delivering to the within named James Y. Sevin and William Scott each a certified copy thereof.

Fees = mileage 3
Service 55
Copies 40 = $1.00

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James G. Levin and William Scott.

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

James W. Evans.

in a plea of Debt. Debt Two hundred and Twenty five dollars.

damages One hundred dollars.

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 30th day of April A.D., 1850

James Kinkade Jr Clerk.

Marion Conc. Pleas

James W Evans

pl

vs

Severn & Scott

Declaration
for Debt

Filed June 28, 1850
James Kirkpatrick for Clerk

Cost Bill made
Record

Recorded

By Cole & Coats

The State of Ohio
Union County ss } In Union Common Pleas
May Term A.D. 1850.

James W Evans Complains of James G Sevirn and William Scott in a plea of debt, for that whereas the said James G Sevirn and William Scott on the 1st day of April A.D. 1848. at the County of Union and State of Ohio 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 W Evans, and thereby bound themselves to pay to the said James W Evans or bearer, Two hundred and Twenty-five dollars in good bankable money, with interest in two years from the date thereof, which time is now elapsed. And also for that whereas the said James G Sevirn and William Scott on the 1st day of April A.D. 1848 at the County of Union aforesaid was indebted to the said James W Evans, in Two hundred and Twenty-five 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 Two hundred and Twenty-five dollars for money then and there lent by the plaintiff to the defendants at their request.
And in Two hundred and Twenty-five dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them; yet the said James G Sevirn and William Scott have not paid the said several sums of money, or either of them nor any part thereof; To the damage of the said James W Evans One hundred Dollars and therefore he sues &c.

By Cole & Coats
His Atty.

James G. Stevenson & William
Scott
ads
James W. Evans
In Debt
Plea

Filed July 12th. 1850
James Kirkpatrick p. Clerk

Received
of C. Dougherty att
for Defendants

James G. Severn and
William Scott
vs
James W. Evans

In Debt –

And the said James G. Severn and William Scott. Comp. and defend &c – and say that they do not owe the said sum of Money, or any demand or any part thereof in manner and form as the said James W. Evans. hath complained. against them and of this they put themselves upon the country &c and the said James W. Evans. doth the like

by J. C. Dougherty
atty for Defendants

The Plaintiff will also take notice that the defendants on the trial of this cause. will give. in evidence and insist that the plaintiff at the commencement of this suit was. and still is indebted to the Defendants. in the sum of Two hundred and fifty Dollars. for the price and value of goods. before that time bargained. and sold. by the Defendants to the Plaintiff at his request And also in the sum of Two hundred and fifty Dollars. for the price and value of goods ~~sold~~ before that time sold and delivered. by the Defendants to the Plaintiff at his request And also in Two hundred and fifty Dollars. for the price and value of work. before that time done and materials for the same provided by the Defendants for the Plaintiff at his request And also in Two hundred and fifty Dollars. for money found to be due. from the Plaintiff to the Defendants. on an account stated between the parties before that time and that the Defendants will set off. on said trial so much of ~~said~~ the said several sums. of Money, so due. and owing from 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 Defendants. According to the statute in such. case made. and provided.

Civil/Domestic Case File

Case No. 1850-CV-0009

No. 50-cv-9

Union Common Pleas Court.

James Gillespie
Plaintiff,

AGAINST

George Fuller
Defendant.

AUG TERM. 1850

Discontinued

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Record No. Page

No Record.

Ex. Doc. Page

Law No 42

James Gilaspie

vs

George Fuller

Cert Bill made No Record

James Gilaspie
v
Geo. Fuller

Assumpsit
Damges $85,00

Filed April 30. 1850
James Kinkaid jr clerk

Cost Bill made no Record

J C Dougherty
Att for Plaintiff

James Gilaspie vs George Fuller } Assumpsit

Damages $800.00

Issue a summons returnable At next Term. Endorse suit brought on Note of hand, given by Defendant to Nicholas. Hathaway or order, and, by Ebenezer T. Hathaway Executor of the Estate Nicholas Hathaway deceased, delivered to Plaintiff for $697.80 cts dated April 7th 1845 And made payable three years after the date thereof. At eight per cent interest to be paid annually. for value Received, And signed. George Fuller, Attest David Burnham, also for goods. sold. and delivered, money had and received, also for Money found to be due, from the defendant, to the Plaintiff on an account then And there stated between them

J C Dought Atty for Plaintiff

To the Clerk of Union Common please dated April 29 1850

In Union Com. Pleas

James Gilaspie
vs
George Fuller

"Suit brought on Note of hand, given by Defendant to Nicholas Hathaway or order ~~[illegible]~~ And by Ebenezer P. Hatheway, Executor of the estate Nicholas Hathaway deceased, delivered to plaintiff for $697.90. its dated April 4th 1845. and made payable three years. after the date thereof. at eight per cent interest to be paid annually. for value received, and Signed. George Fuller. attest. David Burnham. also for goods. Sold and delivered. money had. and received also for money found to be due. from the defendant to the plaintiff on an account then and there Stated between them.

Ile Doughty att for Plaintiff."

Filed May 10, 1850
James Kinkade jr clerk

Served this writ May 9th 1850 by leaving a certified copy thereof at the residence of the within named George Fuller.

Fees = mileage 25
service 35
Copy 20 = 80

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon George Fuller

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto James Gilaspie

in a plea of Assumpsit

damages Eight hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 30th day of April A. D., 1850

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0010

No. 50-CU-10

Union Common Pleas Court.

Hiram Keeler
Plaintiff,

AGAINST

John M. Blue
Defendant.

JUN TERM 1852

Discontinued

Journal 5 Page 103

Record No. 6 Page 194

Ex. Doc. A Page 193

Law No

Hiram Keeler

vs

John M Blueprits

Jat Stout

Clerk Bill

Made

Recd

Recorded

Union Common Pleas

Hiram Keeler
vs. } Debt.
John M. Blue jr
& James Stout.

Praecipe for Summons.

Filed May 1. 1850
James Kirkpatrick clerk

Allison & Curry
atty's for Plff.

Hiram Keeler
vs.
John M. Blue jr
and James Stout

In Debt.
Debt, $1000,00
Damages $200.00

Issue a summons returnable at next Term. Indorse, "Suit brought upon a bond for One Thousand dollars, executed by the Defendants to the Plaintiff on the 10th day of August A.D. 1846. Also, for goods sold and delivered, money had and received, &c. Debt $1000.00 Damages Claimed as due $200.00."

To the Clerk of
Union Common Pleas,

Allison & Curry
Atty's for Plff.

Dated May 1st 1850.

Union Com. Pleas

Hiram Reeler

vs

John M Blue Jr &

James Stout

Sum in debt

Filed May 21. 1850

James Kirkade Jr clerk

"Suit brought upon a bond for One thousand dollars, executed by the Defendants to the plaintiff On the 10th day of August A.D. 1846. Also for goods sold and delivered, money had and received. &c. debt $1000.00 Damages Claimed as due $200.00."

Allison & Curry. Attys for Plff.

Served this writ May 13. 1850 by delivering to John M. Blue Jr and James Stout each a certified copy thereof. Fee, mileage $1.00

Service .55

Copies 30 = $1.85

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon John M. Blue Jr and James Stout

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

Hiram Keeler

in a plea of Debt. Debt One thousand dollars

damages Two hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 2d day of May A.D., 1850

James Kinkade Jr — Clerk.

and the same was then cancelled. And also that heretofore to wit on the 9th day of September AD 1849 the plaintiff in consideration that the said Blue would execute and deliver to him the plaintiff a ~~promissory note~~ single bill for the amount then found to be due from the said Blue to the plaintiff promised to deliver up said writing obligatory to be cancelled ~~and would~~ ~~doubtless~~ that said said Blue then executed and delivered said single bill for said amount to the plaintiff and thereupon the plaintiff delivered up said writing obligatory to the defendant Blue to be cancelled and the same was then cancelled.

Doughty & Cowan
for defts

Morris County Pleas
John M Blue & ux
ads
William Hulse
Plea

Filed Nov. 19. 1850
Samuel Nicholson Clerk

Doughty & Cowan Defts

John M Bluff and James Hunt
ads
Hiram Kuler

Union Common Pleas

In debt

And the said Defendants come and defend &c and say that the said writing obligatory in the declaration mentioned is not their Deed, and of this they put themselves upon the Country. And the said Plaintiff doth the like

By Dwight & Cowin their Atty

Notice On trial defts will ~~give~~ prove in the trial

~~And the said Defendants for a further plea in this behalf by leave of the Court for that purpose first had and obtained comes and say that the Plaintiff ought not to have and maintain his aforesaid action thereof against them because they say~~ that the said Defendants at all times since the making of the said writing obligatory and the condition thereof have truly kept and performed all and singular the articles, clauses, payments, conditions and agreements in the said condition of the said writing obligatory mentioned, according to the true intent and meaning thereof, ~~and this they are ready to verify. Wherefore they pray judgment if the Court whether the said Plaintiff shall further have maintain his aforesaid action thereof against them~~, and the defendants will further give evidence and prove on the trial that heretofore to wit on the ~~first~~ 9th day of ~~Dwight & Cowin their Atty~~ ~~March~~ AD 1849 the said plaintiff by his then Guardian &c. discharged and gave up to the defendants to be cancelled the said writing obligatory

Union Com. Plea

Hiram Keeler
vs.
John McBlue, et al.

Narr. in Debt

Filed September 21st 1850
James Kirkpatrick Clerk

Allison & Cary
Attorneys

Union County, SS. } Court of Common Pleas, May Term, A. D. 1850.

Hiram Keeler complains of John M. Blue jr. and James Stout, in a plea of debt, for that whereas the said John M. Blue jr and James Stout, on the 10th day of August A. D. 1846, at the County of Union in the State of Ohio, made their certain writing obligatory of that date sealed with their seals (and now to the Court here showing) and then and there delivered the same to the said Hiram Keeler, and thereby acknowledged themselves to be indebted to the said Hiram Keeler in the sum of One Thousand Dollars, to be paid to the said Hiram Keeler, which said writing obligatory was and is subject to ~~the~~ a certain condition (among others) thereunder written, whereby it is provided that whereas the said Hiram Keeler and the said John M. Blue jr were to "make a settlement of their partnership matters and strike an amount as soon as possible, and also of all other matters and differences between them, and the said Blue to pay to the said Keeler any amount which should be found in his hands upon such settlement" now if the said Blue should pay any amount which should be found in his hands due to said Keeler upon said settlement then said writing obligatory should be void, otherwise in full force and virtue. And the said Hiram Keeler avers that, in pursuance of said condition in said writing obligatory, afterwards, to wit on the 9th day of September A. D. 1848, at said County of Union a settlement was made "of all matters theretofore existing of a pecuniary nature between the said Blue and the said Keeler" which settlement there was then and there found to be due from said Blue to said Keeler the sum of Eighty Seven Dollars and thirty nine cents. And the said Hiram Keeler avers that the said John M. Blue jr and James Stout, ~~though often~~ have not nor have either of them paid the said sum of eighty seven dollars and eighty nine cents nor any part thereof, according to the form and effect of said writing obligatory, and

Keeler
v
Blum & Hart

Filed Nov. 16. 1852
D Kirkpatrick Clerk

John M. Blue and James Stout
ad
Hiram Reeder

In Common Common pleas

Issue a Subpoena for Edward Baily, Paris Haney, John Chaney and Charles P. Blaggett, witnesses for Defendants Returnable on the 2d day of the Term

To James Rinkade
Clerk of the C. pleas -
November - 16th 1850.

J. C. Doughty att for Defendants.

Gleason. Recdr.
vs
John Blanchard
James Stout.

Precipe for
Witnesses

Filed June 20. 1857
Jas Kinkade

Hiram Pulley
vs
John Blue and
James Stout

In Union Common Pleas.

Issued a subpoena for John Chaney, Peris Horny, and John Stout witnesses for Defendants in the above Case. June 20th 1857.

J. C. Doughty atty for Defendants.

J. James Rinkrader
Clerk of U. C. Pleas

John Ashmead
James Stout
adts.
Isaac Keen

Fee for
witnesses

Filed Sept 15, 1857
D Kirkpatrick Clerk

Joseph Blue and James Stout
ads.
Hiram Keeler

In Union Comm Pleas.

Issue a Subpoena for Paris Harney, John Chaney and John Stout, witnesses for Defendants.

September 15-1851

J. G. Dwight, Att for Defendants

Jo. James Kinkade
Clerk of U. C. Pleas

John M Blair & James
Grant
ads
Thomas Reed

Precipe for
Witnesses

Filed March 31. 1857
Jas Kinkade Jr clerk

Wm M Blue and James Stoutt
ad
Noram Meeler

In Union Common pleas.

Issue a Subpoena for Edward Baily, Paris Horney, John Chaney and Charles P Bloget, witnesses for Defendants, for 2d day of the Term

Jno 6 Dougherty
for Defendants

Jr James Pinkerle
Clerk of Uni Coprme
pleas. March 21 1857.

Hiram Keeler
vs
John M Blue jr
& James Stout

Praecipe for
Plff's. witnesses.

Filed Sept 13. 1857
J Kinkead for clk

Hiram Keeler
vs.
John M. Blue jr &
James Stout

Upon Subpoena for
Francis Baldwin, John Stout
Orlando Keeler, Asahel Meredion
and Peter Hinkle — witnesses
for Plaintiff.

Allison & Curry
Atty's for Plff.

To the Clerk of
Union Com. Pleas.
Sept. 13th 1851.

Hiram Keeler
vs.
John M. Blue et als

Praecipe for Plff's
Witnesses

Filed June 23. 1857
Jas Hinkadew clerk

Hiram Keeler
vs.
John M. Blue, jr
James Stout

Issue Subpoena for Jacob Reed, Francis Baldwin, John Stout, Orlando Keeler, Asahel Marshon, & Peter Hinkle. Pltff's witnesses.

To the Clerk of
Union Common Pleas

Allison & Curry
Atty's for Plaintiff

Dated June 22nd 1851.

Union Com. Pleas

Hiram Keder
vs.
John M. Blue jr
& James Stout

Praecipe for
pltffs. Witnesses

Filed March 31. 1851
Jas Kirkpatrick clerk

Allison & Curry

Hiram Keeler
vs.
John M. Blue jr
and James Stout.

In Union Common Pleas.

Issue subpoena for Jacob Reed, Francis Baldwin, John Stout, Orlando Keeler, Asahel Mershon, and Peter Hinkle, witnesses for Plaintiff in this case.

Allison & Curry
Pl ff's. Attorneys

To the Clerk of
Union Common Pleas

Dated March 31st 1851.

Filed March 9 1852

James Dunn Clerk

Hiram Keeler
vs.
John M. Blue, &
James Stout.

Issue Subpoena for
Francis Baldwin, John Stout,
Orlando Keeler, Asahel Mer
=shon, & Peter Hinkle, witnesses
for plaintiff.
Allison & Curry
Attys for Plff.

To Clerk of
Union Com. Pleas
March 9th 1852.

Filed Nov 11. 1880
D Kinkade Clk

Hiram Keeler
vs
John M Blue &
James Stout

In Union Com Pleas.

Issue Subpoenas for
Jacob Reed, Jaber Randall,
John P Stout,
witnesses for Plaintiff—

To James Kinkade Jr. Clerk
Nov 11th 1850

Allison & Curry
Attys for Pltff—

Union Comm Pleas

Austin Keeler

vs

John M Blue &

James Stout

Suit for Writ

Filed March 6 1852

James Turner Clerk

Rec'd this writ by Reading to the within named John Cheney and Parris Cheney March 27 1852 Recommended and Paid Rec'd by Reading to John P Stout March 27th 1852

Fees Milage 120

Fees 37½

1,57

W. McMullin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Stout, John Cheney & Paris Honey

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 Second day of next term, at Eight o'clock, A. M., to testify and the truth to speak on behalf of the Defendants in a certain controversy in said Court depending, wherein Hiram Reeler is Plaintiff, and John M Blue Jr & James Stout is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, James Irwner ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 9th day of March A. D., 1852

James Irwner Clerk.

Union County Ohio

Virginia Keeler

vs

Isaac M Blue &

James Stout

Suit for Wid'y

Filed March 15 - 1852

James Brown Clerk

Rec'd this writ by Reading to the within named John Stout Peter Kinkle and Francis Baldwin March 16th 1852 the within named Orlando Keeler Asahel Marshon not found

Fees Mileage 1 20

Serv 3 72

1 52

William C Mills Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Francis Baldwin John Stout Orlando Keeler Asahel Mershon & Peter Hinkle

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 Second day of next term, at Eight o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiffs in a certain controversy in said Court depending, wherein Hiram Keeler is Plaintiff, and John M Blue Jr & James Stout is Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, ~~JAMES KINKADE, Jr.~~ James Irwin, Clerk of our said Court, at the Court House in Marysville, this 9th day of March A. D., 185 2

James Irwin Clerk.

James Stout
and John R Blue
ads
Moses Keeler

Pre for Witnesses

Filed March 9 1852
James Turner Clerk

J Ker Dougherty
Atty for Defendants

J. Blackburn

John M. Blue and James Stout
ads
Hiram Peele

In Union common pleas.

Issue a subpoena for ~~John~~ Stout, John Chaney and Paris Harney, witnesses for Defendants.

J. C. Doughty atty for Defendant

Jo. James Dunn Clerk of Union common pleas
March 8 1852.

Monroe Com Pleas

Abram Keeler
vs
Robin M Blair &
Jacob Hout

Subpoena writ

Filed June 27, 1857
James Kirkpatrick Clerk

Served this writ by Reading to the within named Francis Baldwin John Hout Asahel Mershon and Peter Hinkle June 25 1857
John Hout demanded his fee not paid
Jacob Reed and Orlando Keeler not found

Fees Mileage 1.25
Serv 50
1.75

William C Malin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jacob Reed, Francis Baldwin, John Stout, Orlando Keeler, Asahel Mershon, and Peter Hinkle

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 Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Hiram Keeler in a certain controversy in said Court depending, wherein Hiram Keeler is Plaintiff, and John M. Bluff & James Stout are 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 24th day of June A. D., 1857. James Kinkade Jr Clerk.

Union Conn. Plead

Hiram Steele
vs
John M Bishop
Jacob Stout

Suit for wits

Filed June 26. 1857
Richard Cooper Clk

Served this Writ by Reading the within named
Paris Cherney June 25th 1857 Fee demanded and Paid
The within named John Cherney not found
Not Served upon John Stout By order of James
Stout one of the Defendents

Fees Milage 100
Serving 120
110

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Chaney, Paris Honey and John Stout

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 Second day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John M Bluff & James Stout — in a certain controversy in said Court depending, wherein Hiram Keeler — ~~——~~ is Plaintiff, and John M Bluff & James Stout ~~——~~ are Defendants; 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 20th day of June A. D., 1857

James Kinkade Jr Clerk.

Union Com. Pleas

Hiram Keeler
vs
John M Blue &
James Stout

Debt for wits

Filed Nov. 18, 1850
Ja Kinkade Jr Clerk

Nov 16th 1850 Served the deft personally
upon Edward Bailey, David Nancy
John Chaney & Charles P Blogget
Fed Mileage $1,20
Service
50
W C Mulford Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Edward Bailey. Paris Harney. John Chaney and Charles P. Bloggett.

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 2d day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John M. Blue and James Stout in a certain controversy in said Court depending, wherein Hiram Keller is Plaintiff, and John M Blue and James Stout are Defendants; 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 16th day of Nov. A. D., 1850 James Kinkade Jr Clerk.

Case No.

Avan Tuler
vs
John M Blair & James Stout

Subpoena

Filed Sept 17. 1861
Minikah for Clerk

Served this writ September 16th 1861
By Reading to the within named Francis Baldwin
John Stout Israel Marshon and Peter Hinkle
the within named Orlando Keller not found

	Fees Mileage	125
Sept 17th 1861	Serv	50
		$1.75

William C Clark Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Francis Baldwin, John Stout Orlando Keeler, Asahel Mershon, and Peter Hinkle

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 Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Hiram Keeler in a certain controversy in said Court depending, wherein Hiram Keeler is Plaintiff, and John M Blue Jr & James Stout are Defendants; 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 13th day of September A. D., 1857

James Kinkade Jr Clerk.

Union Com. Pleas

Abram Keeler

vs

John M. Blue & [illegible]

James [illegible]

Office Sept 30, 1867

D. McKinney Clerk

Served this writ by leaving the other within named Witnesses on the 16th day of September AD 1867 tendering all demandable fees which were paid

Fees Milage 1,25

Jen's 37c

1,62

William C. Maxwell Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Paris Haney. John Chaney and John Stout

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 Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of John M Bluff & James Stout in a certain controversy in said Court depending, wherein Hiram Keeler is Plaintiff, and John M Bluff & James Stout are Defendants: 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 15th day of September A. D., 1857 James Kinkade Jr Clerk.

Union Com Pleas

Hiram Rider
vs
Joshua M Bishop &
James Stout

Ret for Defts into
Court

Filed Apl 10 1851
Ellis Ricketts for Clerk

Served this writ April 10 1851
Upon Edward Barley John Cheney demanded fees
and not paid Charles Bloget not found
Paris Horney not found

Fees Mileage 120
Levies 25

William C Mills Sheriff
By Thomas Turner Deput

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Edward Bailey, Paris Honey, John Chaney and Charles P. Bloget

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 Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of John M. Blue Jr and James Stout in a certain controversy in said Court depending, wherein Hiram Keeler is Plaintiff, and John M. Blue Jr & James Stout are Defendants; 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 31st day of March A. D., 1851

James Kinkade Jr Clerk.

Union Com Pleas

Abram Steler
vs
John M Blackford
James Stout
Sub for Plaintiffs

Filed April 14, 1857
J Muchado Clerk

Served the wrt April 10 1857 upon Francis Baldwin John Stout Fee demanded and not paid Peter Hinkle Fee demanded Not paid Asahel Marshan) Jacob Reed and Orlando Keeler Not found

Fees Mileage 105
Levies 50

William C Mealin Sheriff
By Thomas Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jacob Reed, Francis Baldwin, John Stout, Orlando Keeler, Asahael Mershon and Peter Hinkle

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 Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Hiram Keeler

in a certain controversy in said Court depending, wherein

Hiram Keeler is Plaintiff, and John M. Blue Jr & James Stout are Defendants: 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 31st day of March A. D., 1851 James Kinkade Jr Clerk.

Union Com. Pleas

Hiram Keeler
vs
John M Bluefit
James Stout

Sub for wits

Filed Nov. 18. 1850
Pat Kirkwade Jr Clerk

Nov. 11th 1850 Served this writ personally upon Jacob Reed Baker
Randall Ford D Stout
Fees mileage 1.00
Service 3.75
W. Walker Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jacob Reed, Jaber Randall and John P Stout

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 Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Hiram Keeler in a certain controversy in said Court depending, wherein Hiram Keeler is Plaintiff, and John M. Blue Jr & Jas Stout are 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 11th day of November A. D., 1850

James Kinkade Jr Clerk.

Know all men by these presents that we John M Blue and Francis Stout of the County of Union Ohio are indebted unto Hinkle Keller in the sum of One Thousand Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators firmly by these presents sealed with our seals and dated this 10th day of August AD 1846.

The condition of the above obligation is such that whereas on the 9th day of February AD 1846 the said Blue and Keller entered into partnership for the purpose of buying and selling Cattle and whereas the said Keller put in to the partnership in the first place $151.00 and afterwards other sums not now known and whereas the said Blue now has in his possession about 26 acres of Corn now on legs growing on the ground belonging to said Keller situate on said Keller farm in Union County also one mare valued at thirty five dollars Thirteen Sheep valued at $9.75 and also Eight head of hogs at twelve dollars and whereas ~~also~~ there are also many existing other matters between the said Blue and the said Keller. And whereas also the said Blue and Keller have this day agreed to dissolve the partnership existing between them and the said Blue restore to the said Keller the said Corn & said mare & also either to restore the said sheep and hogs or pay to the said Keller the value thereof as hereinafter stated and whereas the said Blue & Keller are also to make a settlement of their partnership matters and strike an amount as soon as possible and also of all other matters and differences between them and the said Blue to pay to said Keller any amount which may be found in his hands upon such settlement now if the said Blue shall deliver the ~~said Corn~~ possession of the said Corn and said mare to said Keller and also either the said hogs and sheep or their value as hereinbefore stated -

as soon as practicable and shall pay any amount which may be found in his hands due to said Heirs upon said settlement then this obligation to be void otherwise to remain in full force and virtue

Attest

John McBlurp (Seal)
James Stuart (Seal)

A true copy from the original taken September 9th 1848

J Rame

D. A. 193

Hiram Keeler
vs

John M Blue Jr
James Stout

Costs $55.71
This cost 73

Filed Sept 27 1852
James Lowe Clerk

Received this writ Sept 24 1852
Money made in full Sept 27 1852

Fees Attorney 1.00
Fees .35
1.35

Returned my fee $20.07

William A. Mann Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of Union County Greeting:

WHEREAS in a certain action in Debt lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein _____ Hiram Keeler was Plaintiff and John M. Blue Jr and James Stout was Defendant the costs of said case were taxed at fifty five Dollars and Seventy one cents for which Judgment was rendered against the said Hiram Keeler on the 15th day of June A. D. 1832 by said Court you are therefore commanded that of the goods and chattels, and for want thereof, then of the lands and tenements of the said Hiram Keeler in your bailiwick, you cause to be made, the costs aforesaid and interest thereon until paid, and also the further sum of $ 0,73 increase costs and the costs that may accrue, and if you shall levy and make said costs and interest do you have the same before our Court of Common Pleas within and for said County of Union on the first day of the next Term of said Court, to render unto the persons entitled to the same, and have you then there this writ.

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 24th day of September A. D. 1852

James Turner Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0011

No. 50-CV-11

Union Common Pleas Court.

A Chapman
Plaintiff,

AGAINST

Thomas G Colley
Defendant.

MAY TERM, 1850

JUDGMENT VS DEFENDANT
$385-50

Journal 4 Page 295

Record No. 5 Page 357

Ex. Doc. Page

Law No 48

A Chapman

vs

Thos G. Alley

Costs Bill made

Recorded

Recorded

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

By Allison & Curry
His Attys.

In Union Common Pleas

D. Chapman
vs
Thomas Sidley

Plan & Assumpsit

& Attachment

Filed May 9. 1858
James McKinney Clk

Costs Paid
Recorded
Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union
Union County } ss } County. November Term 1849

A. Chapman complains of Thomas G. Alley in a plea of Assumpsit, for that whereas, one William Simpson on the 29th day of August 1845 at the County of Union aforesaid, made his promissory note in writing, and thereby promised to pay to the defendant One hundred dollars in one year from the 1st day of March, next after the date thereof, to wit by the 1st day of March 1847, which period has now elapsed, and the defendant then and there indorsed and delivered the said note to the said plaintiff; and the said William Simpson did not pay the amount of the said note, although the same was there presented to him, on the day when it became due, of all which the defendant then and there had due notice.

And whereas also the said William Simpson on the 29th day of August 1845 at the County of Union aforesaid, made his other promissory note in writing, and thereby promised to pay to the defendant Two hundred dollars, on the 1st day of March 1849 which period has now elapsed; and the defendant then and there indorsed and delivered the said note to the said plaintiff; and the said William Simpson did not pay the amount of the said note although the same was there presented to him on the day when it became due, of all which, the defendant then and there had notice.

And whereas also, the defendant on the 1st day of April 1849 at the County of Union aforesaid, was indebted to the plaintiff in the sum of 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 Five hundred dollars for lands and tenements then and there sold by the plaintiff to the defendant at his request:

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

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

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

Civil/Domestic Case File

Case No. 1850-CV-0012

No. 50-CU-12

Union Common Pleas Court.

Wm Reed

Plaintiff,

AGAINST

Thomas S Alley

Defendant.

MAY TERM 1850

JUDGMENT VS DEFENDANT

$ 13 87

Journal 41 Page 295

Record No. 5 Page 556

Ex. Doc. Page

Law No 49

William Reed

vs

Thomas G. Alley

Cost Bill Made

Recorded

Recorded

In Union Com Pleas

William Reed

vs

Thomas G. Alley

Nam - In Assumpsit

In Attachment

Filed May 9, 1850
James Kirkpatrick C.P.

Cost Bill Made Recd

Recorded

Allison Henry

The State of Ohio } Court of Common Pleas of
Union County ss } Union County. November Term 1849

William Reed complains of Thomas G. Alley in a plea of Assumpsit, for that whereas, the defendant on the 1st day of April 1849 at the County of Union aforesaid, was indebted to the plaintiff in the sum of thirty 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 thirty dollars, for work then and there done and materials for the same provided, by the plaintiff for the defendant, at his request:

And in thirty dollars for money then and there lent by the plaintiff to the defendant, at his request:

And in thirty dollars, for money then and there paid by the plaintiff, for the use of the defendant, at his request:

And in thirty dollars, for money then and there received by the defendant, for the use of the plaintiff:

And in thirty 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 aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the said several monies on request: yet the defendant hath disregarded his promises, and hath not paid any of said moneys, or any part thereof: To the damage of the plaintiff of thirty dollars: and therefore he brings his suit &c.

By Allison & Curry His attys

Salon Harrington
vs
Thomas G Ally

Debt	$1.50
Judgement	12½
Bail Bond	25
dismission	10
$	97½
Transcript	31
$	1.28½

Transcript Paid by M P Rice

April 16th 1846 suit on Note & reads April the 9th 1846 one day after date for value rec'd I promise to pay Hiram Kent or bearer the sum of fifty cents Thomas G Ally

Same day the Deft Thomas G Ally appeared & waved process & acknowledged the above Note to be just & confessed Judgement thereon therefore it is considered by me that the Plft recover of the Deft the sum of fifty cts debt & his cost taxed at 12½ cents & costs that may accrue

J W Robinson J P

Same day Wm Reed entered his name as Bail for stay of Execution for Thomas G Ally

July 16th 1846 – Wm Reed the Bail in the above case paid Eighty cents in full of the above ~~Judgement~~ & costs

July 1846 Rec'd my claim in full on the above Judgement $1.50

Salon Harrington

State of Ohio Union County Darby Township ss
I hereby certify that the above is a full & true copy from my Docket of the proceedings had by & before me in the above case
May 23d – 1851 –

J W Robinson J P
of Darby Township

Solon Horrington
vs
Thomas G Ally

Debt	$8 66
inst	14
	8-80
Pltf Costs	
Affidavit --	25
Capeous ---	12½
Judgement	12½
Const Fee	30
Defts costs	
Bail Bond --	25
dismission	10
	$9-95
Transcript --	31¼
	10-26¼

Transcript Pd by
M P Rice -

April 16 - 1846 - Suit on Note & reads Due D R Bigelow or bearer Eight dollars & thirty one cts value Recd August 6th 1845
Thomas G Ally

Being satisfied from the affidavit of Solon Horrington the Deft that Thomas G Ally was about to remove his property out of the Jurisdiction of the Court I issued a Capeous against the Deft Thomas G Ally & put into the hands of D M Robinson Const

April 16 - Capeous returned -- with the body of Deft - Fee 30 cts
D M Robinson
Const

The Deft waived further process & acknowledged the above Note to be just & confessed Judgement thereon - therefore it is considered by me that the Pltff recover of the Deft the sum of Eight dollars & sixty six cts Debt & his costs taxed at Eighty cts & cost that may accrue

The same day Wm Reed entered his name as bail for Thomas G Ally the Deft for stay of Execution --

July 16 - 1846 Wm Reed the bail Paid the above Judgement & costs in full $9-95-

July 1846 - Recd my Claim in full on the above Judgement $8-80-
Solon Horrington

The State of Ohio Union Co Darby Township
I do hereby certify that the above is a full & true Copy from my Docket of the proceedings had by & before me in the above cause --
May 23d - 1850
J H Robinson J P
of Darby Township -

Civil/Domestic Case File

Case No. 1850-CV-0013

No. 50-CV-13

Union Common Pleas Court.

George Englisto
Plaintiff,

AGAINST

Marshal Clark
Defendant.

MAY TERM, 1850

JUDGMENT VS DEFENDANT

Journal 4 Page 291

Record No. 3 Page 539

Ex. Doc. 1 Page 600

Law no 51

George English
vs
Marshall Clark

Certificate
Record

Recorded

George Englert
vs
Marshal Clark

Praecipe for
Scire facias

Filed May 16. 1850
Jas Kirkpatrick p. Clk

J. C. Dougherty
Atty for Plaintiff

George English
vs.
Marshal Clark

In Debt. on transcript.
from Docket of James
Turner Justice of the
peace in and for the Township
of Paris. Union County Ohio.

To James Rinkade
Clerk of Union
Common pleas
May 16 1850 –

Issue. a Scire facias in
the above Case returnable
at the next Term of Union
Common pleas –
J. G. Doughty atty
for Plaintiff

George English
vs
Transcript
Westball & Clark

Filed May 16. 1850
James Kinkade jr clerk

Justice Docket Entry

George English
vs
Marshall Clark
Debt $25.75

Summons 12½
satisfaction 10
continuance 10
Judgment 12½
Execution 25
this Bill cost 31¼
$1.01¼

Suit Brought on note for $25.00
Due three months after date Dated
June 15 1849

March 7 1850 Summons issued Returnable
on 12th day of March 1850 which was
returned Endorsed I acknowledge service
on the within March 7 1850
Marshall Clark
March 12 1850 Parties appeared and
by consent the cause was continued
untill the 21 day of March 1850 at
9 o clock A M
March 21 1850 Defendant failed
to appear. it is therefore considered by me that the
Plaintiff Recover of the Defendant a Judgment by
default for the sum of Twenty five dollars seventy
five cents & costs of suit. Execution issued April 19
1850 to William Wells const which was returned
Endorsed no property found whereon to Levy
fee Service & mileage 15
April 22 1850 Mr Wells const
it is Suggested that the Defendant has Lands
and tenements

I hereby certify the above to be a correct copy
of proceeding had by & before me in the above
cause. Given under my hand this 15 day
of May 1850 James Lower Justice of the peace
in & for the Township of Paris
Miami Co Ohio

Union Com Pleas

George English
vs
Marshall Clark

Writ of Scire Facias

Filed May 17. 1850
James McMackfeth

Recorded

[illegible]
for [illegible]

Served this May 17th 1850 by delivering a certified copy thereof to the within named Marshall Clarke.

Fees = mileage 5
service 35
copy 35 = 75

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS;

To the Sheriff of Union County, Greeting:

Whereas, George English lately, to wit: on the 21st day of March A. D., 1850 before James Turner Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marshall Clark for the sum of Twenty five ——— dollars and Seventy five cents Debt ~~and~~ ——— ~~dollars~~ and Forty five cents costs of suit: upon which said Judgment an execution was issued by the said Justice and returned. No goods found whereon to levy; and afterwards it was suggested to the said James Turner Esquire, Justice of the Peace as aforesaid, that the said Marshall Clark is possessed of lands and tenements, as by the inspection of a transcript of the record and proceedings thereof lately filed in our said court of common pleas, appears to us of record: And now on the behalf of the said George English in our said court of common pleas, we have been informed, that the said Judgment thereupon given in form aforesaid, still remains in full force and effect, in no wise set aside, reversed, paid off, or satisfied, and that execution still remains to be made to him thereupon of the goods and chattels, lands and tenements of the said Marshall Clark wherefore the said George English hath besought us to provide him a proper remedy in this behalf: And we being willing that what is just in this behalf should be done, command you that you make known to the said Marshall Clark to be before the Judges of our said court of common pleas on the first day of their next Term to show, if he has or knows of any thing to say for himself, why execution ought not to issue against his goods and chattels, lands and tenements to satisfy said Judgment & costs. And further to do and receive what our said court shall then and there consider of him in this behalf; and have then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court of Common Pleas at Marysville, this 17th day of May A. D., 1850

James Kinkade Jr Clerk.

600

George English
vs
Marshall Clark

Debt $25.75
Costs of suit .45
Subsequent costs .61
Costs in Court 3.75
This writ .41

Recorded
Jo Spr T. 1857

Filed March 22. 1851
Ja Kirkpatrick Jr clerk

Doughty atty for Plff

Received this writ January 15th 1851
Levied March 12th 1851 upon one one horse wagon

~~Returned~~ March 22nd 1851
This writ satisfied in full
Fee Mileage 5
Levy 35
Serv 50
Return 25
advertising 50

My fees paid & taken board
W. G. Mullin Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas, George English, on the 21st day of March A.D. 1850 before James Turner Esquire, One of the Justices of the Peace within and for the County of Union recovered a judgment against Marshall Clark for Twenty five dollars and Seventy five Cents Debt, and forty five Cents Costs of Suit: And whereas afterwards upon our Certain Writ of Scire Facias in that behalf: Court, on the 28th day of May A.D. 1850, in our Court of Common Pleas, within and for the County of Union and by the judgment of the same Court, it was considered that Execution be awarded from the said Court of Common Pleas against the said Marshall Clark upon the judgment aforesaid for the Debt and Costs aforesaid, and also for the Sum of 50 cts subsequent Costs in the Court below, and also that the said George English recover against the said Marshall Clark his Costs in that behalf expended in said Court of Common Pleas taxed at $3.75 whereof the said Marshall Clark is Convicted as appears to us of record. Therefore we command you that of the goods and chattels and for want thereof then of the lands and tenements of the said Marshall Clark in your bailiwick you cause to be made the Debt and Costs aforesaid with interest on the Debt and Costs of suit from the 21st day of March A.D. 1850 and on the remainder of the Costs from the 28th day of May A.D. 1850 until paid, and also the Costs that may accrue, and have you the said monies before our said Court of Common Pleas on the first day of their next Term to render &c. and have you then there this Writ.

Witness James Kirkadoff Clerk of said Court of Common Pleas at Marysville this 15th day of January A.D. 1851.

James Kirkadoff Clerk

Pergitt English
vs
Martel Clark

Ex debt & sue
facias

precipe for
execution

Filed Jany 14. 1851
J Ru Madsp Cl R

J C Dougherty
Att for plaintiff

George W. English
vs
Marshal Clark.

In Debt. on due bills.
in Assin Common
Pleas.

Issue an execution in the
above case,
J. C. Dougherty
for Plaintiff.

By James Rankin
Clerk of Assin Com Pleas
January 14 - 1852.

G. A. Brown
vs
Marshal Clark

In U. S. Pleas

Praecipe for
Execution

Filed February 21. 1850
James Kinkade Jr Clerk

J. C. Dorsey
for plaintiff

Galatia Sprague
vs
Marshal Clark

In Hamilton
Common pleas -
in Judgement

Issue An execution in the
above case -
To James Runkadett
Clerk of the C pleas.
February 21 - 1851 -

F C Dougherty
for Plaintiff

Civil/Domestic Case File

Case No. 1850-CV-0014

No. 50-cv-14

Union Common Pleas Court.

Gratia Sprague
Plaintiff,

AGAINST

Marshal Clark,
Defendant.

MAY TERM, 1850

JUDGMENT VS DEFENDANT

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Ex. Doc.	1	Page	433

Law No 52

Galatia Sprague

vs

Marshall Clark

Cost Bill Recorded

Recorded

Galatia Sprague
v & Transcript
Marshall Clerk

Filed May 16. 1850
James Kinkade for clerk

Cost Bill made
Recorded

Recorded

Justices Docket Entry

Galatia Sprague vs Marshall Clark Debt $25.15

Suit Brought on note for $25.00 due one year after date dated Jany 8 - 1849

Judgment	12
Satisfaction	10
Execution	25
Execution	25
this Fees expd	31¼
	$1.03¾

Febuary 28 - 1850. this day the Defendant confess Judgment it is therefore considered by me that the Plaintiff Galatia Sprague Recover of the Defendant Marshall Clark a Judgment for the sum of twenty five dollars fifteen cents & costs of suit —

Execution issued March 7 - 1850 which was returned Endorsed no property found whereon to Levy

March 18 - 1850 my fee 15

Wm Wells const

Execution issued April 19 - 1850 to William Wells const which was return Endorsed no property found whereon to Levy fees service & mileage 15

But the Defendant is Possessed of Lands Lyable to Levy May 13 - 1850

Wm Wells const

Union County Dover Township

I hereby certify the above to be a correct copy of Proceeding had by & before me in the above cause given under my hand this 15 - day of May 1850

James Turner Justice of the peace

Union Com. Pleas

Galatia Spragues

vs

Marshall Clark

Writ of Serc Facias

Filed May 17. 1850

James Mitchell Pr. clerk

McDougall & Ott

for Plff

Served this writ May 17. 1850 by delivering a certified copy thereof to the within named Marshall Clark.

Fees = mileage 5
service 35
copy 35 = 75

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Galatia Sprague lately, to wit: on the 28th day of February A. D., 1850 before James Turner Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marshall Clark for the sum of Twenty five dollars and fifteen cents Debt and ~~dollars and~~ twenty two 1/2 cents costs of suit: upon which said Judgment an execution was issued by the said Justice and returned. No goods found whereon to levy; and afterwards it was suggested to the said James Turner Esquire, Justice of the Peace as aforesaid, that the said Marshall Clark is possessed of lands and tenements, as by the inspection of a transcript of the record and proceedings thereof lately filed in our said court of common pleas, appears to us of record: And now on the behalf of the said Galatia Sprague in our said court of common pleas, we have been informed, that the said Judgment thereupon given in form aforesaid, still remains in full force and effect, in no wise set aside, reversed, paid off, or satisfied, and that execution still remains to be made to him thereupon of the goods and chattels, lands and tenements of the said Marshall Clark wherefore the said Galatia Sprague hath besought us to provide him a proper remedy in this behalf: And we being willing that what is just in this behalf should be done, command you that you make known to the said Marshall Clark to be before the Judges of our said court of common pleas On the first day of their next Term to show, if he has or knows of any thing to say for himself, why execution ought not to issue against his goods and chattels, lands and tenements to satisfy said judgment & costs. And further to do and receive what our said court shall then and there consider of him in this behalf; and have then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court of Common Pleas at Marysville, this 17th day of May A. D., 1850

James Kinkade Jr Clerk.

Galatia Sprague
vs
Marshal Clark

Precipe for
Sere Facias

Filed May 16. 1850
Ja Kirkpatrick J C M R

J G Donglas
atty for Plaintiff

Galatia Spague
vs
Marshal Clark

Vs Debt - an Transcript from the docket of James Lumer Justice of the Peace in and for the Township of Paris Union County Ohio

Issue a scire facias in the above case returnable at the next term of Union Common Pleas.

Lee Daugh Atty for Plaintiff

May 16 1850
To - James Kinkade
Clerk of union Com
Pleas

423

Galatia Sprague
vs
Marshall Clark

Debt $25.15
Costs of suit .22½
Subsequent costs 1.11¼
Costs in Court 3.75
This writ .41

Cr June 1st 1850. $15.00
" " 17. " 5.00
20.00

Recorded
J. Spr 3. 1851

Filed March 13. 1851
J Kirkwood for Clk
D. Mclaughlin atty for Pltff

Received this writ Feb 21st 1851

Money made in full March 13th 1851

My Costs paid

William McMullen Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas Galatia Sprague, on the 28th day of February A.D. 1850 before James Turner, one of Our Justices of the Peace within and for the County of Union, recovered a judgment against Marshall Clark, for Twenty five dollars and fifteen cents Debt, and 22½ cents costs of suit. And whereas afterwards upon Our certain writ of Scire Facias in that behalf: to wit: On the 28th day of May A.D. 1850, in Our Court of Common Pleas within and for the said County of Union, and by the judgment of the same Court, it was considered that execution be awarded from the said Court of Common Pleas against the said Marshall Clark, upon the judgment aforesaid for the debt and Costs aforesaid and also for the sum of $1.11¼ subsequent Costs in the Court below, and also that the said Galatia Sprague recover against the said Marshall Clark, his costs in that behalf expended taxed to $3.75 whereof the said Marshall Clark is convicted as appears thus of record. Therefore We command You that of the Goods and Chattels and for want thereof then of the lands and tenements of the said Marshall Clark in your bailiwick you cause to made the Debt and costs aforesaid with interest on the Debt and Costs of suit from the 28th day of February A.D. 1850, and on the Remainder of the Costs from the 28th day of May A.D. 1850 until paid and also the Costs that may accrue, and have you the said moneys before our said Court of Common Pleas on the first day of their next term to render unto the said Galatia Sprague

And have you then there this writ.

Witness James Kirkadr p Clerk of said Court of Common Pleas at Marysville this 21st day of February A.D. 1851.

James Kirkadr p Clerk

Civil/Domestic Case File

Case No. 1850-CV-0015

No. 50-CW-15

Union Common Pleas Court.

Nancy Paterson et al
Plaintiff,

AGAINST

Jonas Figley
Defendant.

NOV TERM. 1850

Nonsuited

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Record No. No Record Page

Ex. Doc. Page

or to some part thereof, and I being sued in this action as a casual Ejector and having no title to said premises do advise you to appear at the next Term of the Court of Common Pleas for the County of Union in the State of Ohio, at the next Term of said Court and make yourselves defendants in my stead, otherwise judgment will then and there be entered against me by default, and you will be turned out of possession. May 10. 1850.

Richard Roe

John Doe ex dem
Nancy Patterson &
William R. Bowyer
vs
Richard Roe

On the 16th day of May A.D. 1850 I did personally serve Jonas Figly and George Coons 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 George Coons and Jonas Figly each with the true intent and meaning of said declaration and notice, and of the service thereof. on same day I did serve Anthony Middlesworth tenant in possession of the premises in the within declaration mentioned, or to part thereof, with a true copy of the within declaration and notice, by nailing a true copy of the within declaration and notice, to the door of the dwelling house of the said Anthony Middlesworth on the premises.

Fee - mileage 90
Service 75
Copies 16.50 = $18.15

Philip Snider Sheriff
of Union County, Ohio.

John Doe ex dem
Nancy Patterson &
William R. Bowyer
vs
Richard Roe
Sec in Ejectt.

Filed May 17. 1850
James Kirkpatrick Clk

And also for that Mary Baugus, Martha Baugus, Madison Baugus, Lydia Baugus and ~~for that~~ Rachel Baugus

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing. By virtue of which said sevral demises the said John Dae entered into the said tenements with the appurtenances and was possessed thereof for the sevral terms aforesaid, and the said Richard Roe afterwards to wit on the first day of January A.D. 1849 at the County of Union aforesaid with force and arms entered into the said tenements with the appurtenances and expelled the said John Dae therefrom, and the wrongs to the said John Dae then and there did to his damage ten dollars, and therefore he brings suit. B. Wharton

Atty for Plff

To Anthony Middlesmath, Jonas Rigby George Coons, Brice Coons and Harris Coons

Gentlemen,

Was informed that you are in possession or claim title to, the premises in this declaration mentioned

And also for that James H. Caldwell and Lewis ~~For that~~ H. Caldwell

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for the Columbus Waldrum and John H. Miller

~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tehements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bukes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Francis Bedford and Melinda Barnes

~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3231, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

Sued also for Thos & Henry Massie and Nathaniel Massie

For that

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that James Bonyer and Charles ~~For that~~ Bonyer

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Joseph Stephenson and Solim Smith

~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey, No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for the ~~For that~~ Charles Bunyie

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Elizabeth Copeland and Henry B. Caldwell

~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that John Bunyan Caldwell

For that

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3231, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that William B Caldwell and Buford Caldwell

~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for the D. Alfred Moore and Frances his wife ~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Alphonso Bounyer and Madison ~~For that~~ Bounyer

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that William Bounyu and John ~~For that~~ Bounyu

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3231, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Theodore Baugus and Henry ~~For that~~ D. Baugus

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Lewis H. Bowyer and Thomas H. Bowyer ~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also " For that Leonard Fleming, Abraham Fleming and William Fleming

on the first day of January, A. D. 1848, at the county of Union had demised to the said John, the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289, bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

Mary his wife and also For that Richard Parish and

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also For that Adolphus H Simmons and Dorothea his wife

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5280 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

And also for that Roland C Bourque and Glenda M Bourque

~~For that~~

on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

B. Mellen Agd also For that Frances A. Ross and H. Fleming

on the first day of January, A. D. 1848, at the county of Union had demised to the said John, the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

The State Ohio Union County;
Court of Com Pleas May Term A.D. 1850
John Dow complaint A Richard Roe for that
Nancy Patterson and William H Bowyer

~~For that~~ on the first day of January, A. D. 1848, at the county of Union had demised to the said John the following lands and tenements, to wit: One undivided half Virginia Military Entry and Survey No. 5289 bounded and described as follows, to wit: Survey of one thousand acres of land on the waters of Bokes Creek, beginning at a Lynn, Beach, and Sugar tree, north-west corner to George Baxley and Joseph Merriman's survey No. 3237, and north-east corner to their survey No. 3234, running with the line of No. 3234 north 83 degrees west 400 poles crossing several branches to an Ash and two Sugar trees north-west corner to Baxley and Merriman's Survey No. 3234 and north east corner to their Survey No. 3235, thence north 7 degrees east 400 poles to a stake, thence south 83 degrees east 400 poles to an Ash, thence south 7 degrees west 400 poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land, with the appurtenances situate in said county of Union, to have and to hold the same to the said John from the said first day of January A. D. 1848, for and during the term of ten years thence next ensuing.

Civil/Domestic Case File

Case No. 1850-CV-0016

Civil/Domestic Case

1850-CV-0016

located with

Supreme Court Case

1850-SC-0007

Civil/Domestic Case File

Case No. 1850-CV-0017

Civil/Domestic Case

1850-CV-0017

located with

Supreme Court Case

1850-SC-0006

Civil/Domestic Case File

Case No. 1850-CV-0018

No. 50-CU-18

Union Common Pleas Court.

James E Herriott
Plaintiff,

AGAINST

R Lee
Defendant.

MAY TERM, 1850

JUD'G VS PLAINTIFF
Settled,

Journal 4 Page 309

Record No. No Record. Page

Ex. Doc. Page

James E Harrott
vs
Rowland Lee

pecipe for
summons

Filed May 17, 1850
James Kirkado for clerk

J C Dougherty
for plaintiff

James E. Harriott
v.
Rowland Lee

In Assumpsit
Damages - $100 - ov -

Issue a summons returnable
At next Term. Indorse suit
brought. on Note of hand. given
by Defendant to C W Rozett and
by C W Rozett delivered to Plaintiff
for. Sixty six Dollars - dated May 15th
1849. also - for goods - sold and delivered.
money - had and received.

J C Dunlap atty
for Plaintiff

To - James Renkade
Clerk of Union
Common pleas
May 17 - 1850 -

Union Com. Pleas

James E. Harriott
vs
Rowland Lee

Cert Bill made
No Recovery

"Suit brought on note of hand given by defendant to C. W. Rosett and by C. W. Rosett delivered to plaintiff for Sixty Six dollars. dated May 15th 1849. Also for goods Sold and delivered money had and received

H. C. Doughty atty
for Plaintiff"

Filed May 18. 1850
James Kirkadd pr clk

Served this writ May 18th 1850. by delivering to the within named Rowland Lee a certified copy thereof.

Fees = Mileage 5
copy 15
service 35 = $0.55

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Rowland Lee

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

James E. Harriott

in a plea of Assumpsit

damages One hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 18th day of May A. D., 1850

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0019

No. 50-cv-19

Union Common Pleas Court.

Sophia Foreman et al
Plaintiff,

AGAINST

James R Smith et al
Defendant.

AUG TERM. 1850

Discontinued

Journal 4 Page 329

Record No. Page

No Record

Ex. Doc. Page

Law No 44

John Mac Ex Mem
Sophia Foreman et al
vs
Richard Rod
Jos R Smith &
Adam Winters, tenants

Cost Bill made
No Record

John Doe Ex dem
Sophia Forman et als
vs
Richard Roe
Ejec. in Eject.

Filed May 17. 1850
James R. Rudolph clerk

Costs Bill made no Record

John Doe ex dem
Sophia Forman et als
vs
Richard Roe

On the 16th day of May A.D. 1850 I did personally serve James R. Smith and Adam Winters 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 James R. Smith and Adam Winters each with the true intent and meaning of said declaration and notice, and of the service thereof.

Fees = mileage 80
service 55
copies 6.00 = $7.35

Philip Snider Sheriff
of Union County Ohio.

Messrs James R Smith and Adam Winters

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 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, 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.

Richard Roe

April A.D. 1850

The State of Ohio)
Union County } S.S. Court of Common Pleas
May Term A.D. 1850.

John Doe complains of Richard Roe for that Sophia Forman on the first day of January A.D. 1848 at the County of Union had demised to the said John one undivided half of the following lands and tenements to wit, Virginia Military Survey No 3237 bounded and described as follows to wit Survey of one thousand acres on the waters of Bokes Creek, beginning at a Lynn Buckeye, and sugar tree South East corner to Bayley and Merrimans Survey No. 3234 running with their line South 7° West four hundred poles to a hickory, elm Iron wood sugar tree & Buckeye South East corner to Survey No 3234 thence South 83° East four hundred poles to two sugar trees thence North 7° East 400 poles chopping two branches to two beeches thence North 83° West four hundred poles to the beginning. And also one thousand acres of wood land, And also one thousand acres of land covered with water, one thousand acres pasture land and one thousand of other land with the apurtenances situate in said County of Union, To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that Samuel

McClelland on the first day of January A.D. 1850 at the County of Union had demised to the said John the following lands and tenements to wit Virginia Military Survey No 3237 bounded and described as follows to wit Survey of one thousand acres on the waters of Bokes Creek, beginning at a Lynn Buckeye and Sugar tree North East corner to Bayley & Herrimans Survey No 3234 running with their line South 7° West four hundred poles to a hickory, elm, Iron wood Sugar tree and Buckeye, South East corner to Survey No 3234 thence South 83° East four hundred poles, to ~~a hickory~~ two Sugar trees thence North 7° East four hundred poles ~~to the beginning~~ croping two branches to two Beeches, thence North 83° West four hundred poles to the beginning; And als one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land, and one thousand acres of other land ~~and~~ with the apurtenances situate in said County of Union. To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that Sarah E. Miles on the first day of January A.D. 1848 at the County of Union

had demised to the Said John one undivided half of the following lands and tenements to wit Virginia Military Survey No. 3237 bounded and described as follows to wit, Survey of one thousand acres on the waters of Bokes Creek, beginning at a Lynn Buckeye and Sugar tree North East corner to Boxley and Merrimans Survey No 3234 running with their line South 7. West four hundred poles, to a hickory, elm, Iron wood, Sugar tree and Buckeye South East corner to Survey No 3234 thence South 83. ~~East~~ East ~~four~~ hundred poles to two Sugar trees thence North 7. East 400 poles crossing two branches to two beaches, thence North 83. West four hundred poles to the beginning And also one thousand acres of wood land one thousand acres of land covered with water, one thousand acres of pasture land and one thousand acres of other land with the apurtenances, Situate in Said County of Union, To have and to hold the Same to the Said John from the Said first day of January A.D. 1848 for and during the Term of ten years thence next ensuing.

And also for that Eliza Sabb on the first day of January A.D. 1848 at the County of Union had demised to the Said John one undivided half of the following lands

and tenements to wit Virginia Military Survey No 3237 bounded and described as follows to wit, Survey of one thousand acres on the waters of Bokes Creek beginning at a Lynn Buckeye and Sugar tree North East corner to Bosley and Merrimans Survey No 3234 running with their line South 7° West four hundred poles, to a hickory, elm Iron wood Sugar tree and Buckeye South East corner to Survey No 3234 thence South 83° East four hundred poles to two Sugar trees thence North 7° East 400 poles crossing two branches to two beeches, thence North 83° West four hundred poles to the beginning; And also one thousand acres of wood land, one thousand acres of land covered with water one thousand acres of land pasture land and one thousand acres of other land with the appurtenances situate in said County of Union. To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that John C. Price on the first day of January A.D. 1848 at the County of Union had demised to the said John one undivided half of the following lands and tenements to wit Virginia Military Survey No. 3237 bounded and described as follows to wit Survey of one

thousand acres on the waters of Bokes Creek, beginning at a Lynn Buckeye and Sugar tree South East corner to Bayley and Merriweans Survey No 3234 running with their line South 7° West four hundred poles, to a hickory, elm Ironwood, Sugar tree and Buckeye South East corner to Survey No 3234 thence South 83° East four hundred poles to two Sugar trees, thence North 7° East 400 poles croping two branches to two beeches, thence North 83° West four hundred poles to the beginning; And also one thousand acres of wood land one thousand acres of land covered with water, one thousand acres of pasture land and one thousand acres of other land with the apurtenances, situate in said County of Union; To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that Anna Price on the first day of January A.D. 1848 at the County of Union had demised to the said John an undivided half of the following lands and tenements to wit Virginia Military Survey No 3237 bounded and described as follows to wit, Survey of one thousand acres on the waters of Bokes Creek beginning at a Lynn Buckeye and Sugar tree North

East Corner to Bayley and Merrimans Survey No 3234 running with their line South 7° West four hundred poles, to a hickory, elm, Iron wood, Sugar tree, and Buckeye, South East corner to Survey No 3234 thence South 83° East ~~corner to Survey No 3244~~ ~~then~~ four hundred poles to two Sugar trees ~~and to two branches~~ thence North 7° East 400 poles crossing two branches to two beeches thence North 83° West four hundred poles to the beginning; And also one thousand acres of land covered with water, one thousand acres of pasture land and one thousand acres of other land with the apurtenances situate in said County of Union, To have and to hold ~~the same~~ to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that ~~same~~ Eliza Price on the first day of January A.D. 1848 at the County of Union had devised to the said John, one undivided half the following lands and tenments to wit, Virginia Military Survey No 3237 bounded and described as follows to wit Survey of one thousand acres on the waters of Boles Creek, beginning at a lynn Buckeye and Sugar tree North East corner to Bayley and Merrimans Survey No 3234 running with their line South 7° West four hundred poles to a hickory, elm, Iron

wood Sugar tree and Buckeye, South East corner to Survey No 3234 thence South 83° East four hundred poles to two Sugar trees, thence North 7° East 400 poles crossing two branches to two beeches, thence North 83° West four hundred poles to the beginning, And also one thousand acres of wood land, one thousand acres of land covered with water, and one thousand of pasture land and one thousand acres of other land with the appurtenances situate in said County of Union, To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that Riscon H. Price on the first day of January A.D. 1848 at the County of Union had demised to the said John the undivided half of the following lands and tenements to wit Virginia Military Survey No. 3237 bounded and described as follows to wit Survey of One thousand on the waters of Bobs Creek beginning at a Lynn Buckeye and Sugar tree North East corner to Bayley & Merrimans Survey No 3234 running with their line South 7° West four hundred poles, to a hickory elm Iron wood Sugar tree and Buckeye, South East corner to Survey No 3234, thence South 83° East four hundred poles to two Sugar trees, thence North 7° East four hundred poles crossing

two branches to two beeches, thence North 88° West four hundred poles to the beginning. And also one thousand acres of wood land, one thousand acres of land covered with water one thousand acres of pasture land and one thousand acres of other land with the appurtenances situate in said County of Union. To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing.

And also for that ~~Lemuel~~ Frederick Price on the first day of January A.D. 1848. at the County of Union had demised to the said John one undivided half of the following lands and tenements to wit, Virginia Military Survey No 3737 bounded and described as follows to wit Survey of one thousand acres on the waters of Bofres Creek, beginning at a Lynn Buckey and Sugar tree North East corner to Bowly and Merrimans Survey No 3234 running with their line South 7° West four hundred poles to a hickory, elm, Iron wood, Sugar tree & Buckeye, South East corner to Survey No 3234 thence South 83° East four hundred poles to two Sugar trees, thence North 7° East 400 poles crossing two branches to two beeches, thence North 83° West four hundred poles to the beginning.

And also one thousand acres of woodland one thousand acres of land covered with water, one thousand acres of pasture land and one thousand acres of other land with the apurtenances, situate in the said County of Union. To have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the Term of ten years thence next ensuing.

And also for that James Price on the first day of January A.D. 1848 at the County of Union had devised to the said John an undivided half of the following lands and tenements to wit Virginia Military Survey No 3237 bounded and described as follows to wit. Survey of one thousand acres on the waters of Bokes Creek beginning at a Lynn Buckeye and Sugar tree North East Corner to Baxley and Merrimans Survey No 3234 running with their line South 7° West four hundred poles to a hickory elm, iron wood Sugar tree & Buckeye, South East Corner to Survey No 3234 thence South 83° East four hundred poles to two Sugar trees thence North 7° East 400 poles crossing two branches to two buckeyes thence North 83° West four hundred poles to the beginning, And also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres

of pasture land and one thou-
-sand acres of other land with
the appurtenances situate in the
said County of Union, To have
and to hold the same to the said
John from the said first day of Jan-
-uary A.D. 1848 for and during the
term of ten years thence next ev-
-ening.

And also for that Martha House
on the first day of January A.D. 1848
at the County of Union had devised
to the said John the following lands
and tenements to wit Virginia
Military Survey No 3737 bounded and
described as follows to wit Survey
of one thousand acres on the waters
of Bobs Creek, beginning at a
Lynn Buckeye and Sugar tree
North East Corner of Bayley & Mer-
-rimans Survey No 3234 running
with their line South 7° West four
hundred poles, to a hickory, elm, Iron
wood and Sugar tree & Buckey South
East Corner to Survey No 3234 thence
South 83° East four hundred poles to two
Sugar trees thence North 7° East 400 poles
crossing two branches to two beeches, thence
North 83° West four hundred poles to the
beginning; And also one thousand
acres of wood land, one thousand
acres of land covered with
water, one thousand acres of pasture
land and one thousand acres of

other land with the appurtenances situate in the said County of Union, To have and to hold the same to the said John from the said first day of January A.D. 1848 forward during the term of ten years thence next ensuing.

And also for that Levi House on the first day of January A.D. 1848. at the County of Union had demised to the said John one undivided half of the following lands and Tenements to wit- Virginia Military Survey No 3237 bounded and described as follows to wit Survey of one thousand acres on the waters of Bokes Creek beginning at a Lynn Buckeye and Sugar tree North East corner to Baxley and Merrimans Survey No 3234 running with their line South 7° West four hundred poles, to a hickory, elm Iron wood, Sugar tree and Buckeye South East corner to Survey No 3234, thence South 83° East four hundred poles to two Sugar trees, thence North 7° East four hundred poles crossing two branches to two beeches thence North 83° West four hundred poles to the beginning and also one thousand acres of wood land, one thousand acres of land covered with water, one thousand acres of pasture land and one thousand acres of other land

with the appurtenances, situate in said County of Union, to have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of ten years thence next ensuing; by virtue of which said sundry demises the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid; And the said John being so thereof possessed the said Richard afterwards to wit on the first day of June A.D. 1848 with force and arms at the County aforesaid entered into the said tenements with the appurtenances and expelled the said John therefrom, and other wrongs to the said John then and there did; to his damage ten dollars, and therefore he sues.

By B. Stanton his Atty

Civil/Domestic Case File

Case No. 1850-CV-0020

No. 50-cv-20

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

Ransom Clark et al.
Defendant.

NOV TERM, 1850

JUD'G VS PLAINT'F

Journal 4 Page 376

Record No. 6 Page 35

Ex. Doc. Page

In Union Com Pleas

Trustees of the Urbana Banking Co.

vs

Ranson Clark et als

Praecipe for Sci Fac

Filed May 21. 1850
James Kirkpatrick pl NR

Allison & Curry

John C Pearson, John H Young & Henry T Kyle, Trustees of the Urbana Banking Company

vs

Ransom Clark, Alexander Pollock, Silas D Strong & Levi Phelps

Scire Facias

Issue a Scire Facias against Ransom Clark, Alexander Pollock, Silas D Strong & Levi Phelps. to revive a judgment of the Term of June A.D. 1837, in the Court of Common Pleas, of the County of Union, and State of Ohio. in favor of the President and Directors of the Urbana Banking Company, against the said Ransom Clark, Alexander Pollock, Silas D Strong, & Levi Phelps, for Five hundred and twenty seven dollars and fifty cents damages, and costs of suit. returnable next Term

Allison & Curry
Attys for Pltff

To the Clerk of Union Com Pleas
May 20th 1850

Payment. &c

4 packs in vats and one proof handling or in line One of the packs in vats.—

remained in vats—a Tolen out when brother took them out—

it was necessary to change the bark—or sour—

when lived upon—proper to perfect tanning and sell them out—

One pack after tanned 80 to 150 from 75 to 100 in line worth 20 to 70$

one of horses 870$— other 45$
two cows—worth 10 to 15$.

drowned in Mississippi river Clark took them down—

one of cows died—and other pitched further Killed—

further principal others securities—

Cr. Exn. Ranson & Steele said further principal had 26 vats—19 when long made

from 50 to 60 and something 40 hides put into vats were large—5 deep 4X6 and some inches

were vats levied on by Chester B. Cobb—was about the yd. assisting about 4 yrs and then that yr—

long 9 or 10 yrs ago—

commenced working in yd when small boy

at 9 or 10 yrs old – is 24 yrs old –

Wm Lyegg with Stule when he made levy – father not there – was at Lendonville dont know whether Clinton Bk levy before or after – dont know that hides visible Stule knew what vats were to be levied on as the vats that father turned out – the South tier – in which was four vats as a handler or a lime vat – turned out soon to before levy –

One of vats nearly spoiled that was levied on by Clinton Bank – other besides South tier that spoiled and which father did not work up –

There were three rows of levy – by Clinton Bank on tier by side of them – Clinton Bank levy here includes also south tier – Cl. B vats thirty offered separately – Cl. Bk was 2 tier of vats – dont know that Clinton Bk had two levies –

Cl. Bk. hides in about a year before take out –

other vats

Stule offered Cl. B vats several times –

Phelps judgt

Control of vats –

worked in yd to /42 –

$\frac{1}{8}$ | $\frac{1}{4}$ $\frac{1}{32}$ $\frac{1}{32}$ 8 | $\frac{8}{32}$ | $\frac{1}{4}$ $\frac{8}{32}$

$\frac{1}{8}$ | $\frac{14}{8}$ | $\frac{32}{8}$ | $\frac{16}{8}$ | $\frac{2}{8}$ $\frac{1}{8}$ of $\frac{2}{8}$ $\frac{1}{32}$ $\frac{1}{32}$ 8 | $\frac{32}{4}$ | $\frac{1}{4}$ $\frac{1}{32}$ $\frac{1}{4}$ | 8 $\frac{9}{32}$

$\frac{1}{8}$ $\frac{1}{32}$ $\frac{1}{4}$ $\frac{1}{32}$ $\frac{1}{4}$ $\frac{2}{8}$ $\frac{1}{32}$ $\frac{1}{8}$ $\frac{1}{8}$ $\frac{1}{32}$ $\frac{1}{4}$ $\frac{1}{32}$ $\frac{1}{4}$ $\frac{1}{32}$ 8 | $\frac{32}{4}$

Union Com Pleas

John C. Pearson. John H. Young & Henry T. Ryder Trustees of the Urbana Dam Ring Company

vs

Ransom Clark et al.

Recovered

Filed May 23. 1850
James Kirkpatrick clerk

Allison & Carey Attys for Pltff

Served this writ May 22nd 1850 by delivering to Levi Phelps and Alexander Pollock each a certified copy thereof and by leaving a certified copy thereof at the residence of Ransom Clark. Silas G. Strong not found.

Fees = mileage 5
Service 75
Copies 1.20 = $2.00

Philip Snider Sheriff

The State of Ohio Union County. SS.

To the Sheriff of Union County. Greeting:

Whereas. The President and Directors of the Urbana Banking Company. lately court On the 1st day of June A D 1837 in Our court of Common Pleas within and for the County of Union by the judgment of the same Court recovered against Ransom Clark, Alexander Pollock, Silas G Strong, and Levi Phelps Five hundred and twenty seven dollars and fifty cents for their Damages, which they had sustained by reason of the Not performing certain promises and undertakings then lately made by the said Ransom Clark, Alexander Pollock, Silas G. Strong and Levi Phelps, to the said President and Directors of the Urbana Banking Company; and also Eight dollars and fifty five cents for their costs and charges by them about their suit in that behalf expended, whereof the said Ransom Clark Alexander Pollock, Silas G Strong and Levi Phelps, are convicted as appears to us of record. And now on the behalf of John C. Pearson John H. Young and Henry T. Kyle, Trustees of the said Urbana Banking Company, in Our said Court of Common Pleas we have been informed that although judgment be thereupon given which they aver still remains in full force and effect, in no wise set aside, reversed, paid off, or satisfied. Yet execution of the Damages and Costs aforesaid still remains, to be made to them; wherefore the said John C Pearson John H. Young and Henry T. Kyle Trustees of the Urbana Banking Company hath besought us to provide them a proper remedy in this behalf; And we being willing that what is just in this behalf should be done, Command you that you make known to the said Ransom Clark, Alexander Pollock, Silas G. Strong and Levi Phelps, that they be before the Judges of Our said Court of Common Pleas, on the first day of their next term, to show, if they have or know of any thing to say for themselves why the said John C Pearson, John H. Young and Henry T. Kyle Trustees of the Urbana Banking Company ought not to have their execution against them, of the damages and costs aforesaid, according to the force, form and effect of the said recovery if it shall seem expedient for them so to do: 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 James Kirkpatrick Clerk of said Court of Common Pleas at Marysville this 21st day of May A. D. 1850.

James Kirkpatrick Clerk

The levys were upon distinct cats:
The levys show it –
the levys would have for same
number – there were other cats and
state knew it –
Young Clark – a boy – direction of his
father – state coming – directions
followed – bullock –
4 levied on – 2 cows

The 4 cats were levied upon with
the cows and horses – and at same
time –

recollection of witness
Marshall Clark did say 4 cats & levied
on

No levy – Execution – shows it
was levy on South tier

Contradiction – middle tier Clarkson Bowers
if lies by well enlarged if not then that
tier not middle

Sheriff returns "could not be found"

2 Kinney 28. 8 3 Kin 204 1 A K Marshall
291

Clark insolvent

Clark – left word to turn out
this few days differen bottom leg
on cows & horses and on the hides –
hemd on South tier 5 vats.

2 of vats sole leather on kip
and calf and the other upper leather –

60 hides – $120 – sole leath
35 to 40 – in others sole leath $70 to 80
kip & calf vats – new $100 90
upper leather vat $70 to 80
vat in line – 40 hides – $80 –

line hide cut up –
cleaned out vats 4 yrs last summer
1/4 subtan leather –

one tier besides 3 or 4 vats lost
and decayed north side of yd –

108
120
75
90
75
80
$548

108
440

Union Com. Pleas.

John C. Pierson, et als
Trustees, &c.
vs.
Ransom Clark et al

Replication

Filed Nov. 16. 1850
James Kinkade Jr Clk

Recorded

Allison & Cump
Atty's

John C. Peison
John H. Young, and
Henry J. Kyle
vs.
Ransom Clark et als.

Union Com. Pleas

In Scire Facias
to revive Judgt.

And the said Plaintiffs as to the said plea of the said Levi Phelps secondly by the said Phelps above pleaded says that by reason of anything by the said Levi Phelps in that plea alleged they ought not to be barred from maintaining their aforesaid action therefor against the said Levi Phelps, because they say that there is such a record of the said judgment remaining in the said Court of Common Pleas of Union County, in the State of Ohio, as they have above alleged; and this the said Plaintiffs are ready to verify by the said record, when, where, &c. and pray that an authenticated copy of said record may be seen, &c.

By Allison & Curry,
their Attornies.

Urbane Dane
vs
Ransom Clark & others

Judgment Union C.P. Comm. Pleas

Rec.d Urbane Dec. 7. 1834 of Ransom Clark
One hundred eight 75/100 Dollars on account
of the above judgement.

$108.75

N. Trinkard Cir

Urbana Bank
vs
R Clark
Ret — $108,75

Ransom Clark paid to the Bank on 7th Dec. 1837 $108.75
which must be credited on the Judgment against him
in favor of the Bank, for which Mr. Reinhard Castor
gave a recept & which is lost as I have been informed

R. R. McNemar atty

July 1st 1839

To Clerk of Com. Pleas
Union Co. O.

Trustees Order
Bk
vs
Phillips et
al in

Plea Notice

Filed August 14. 1850
James Kinkade Clk

Certificate made
Record

Recorded

Ransom Clark et al
vs
John C Pearson et al } Union Com Pleas

And the said Ransom Clark comes and defends &c and says that said defendants do not owe the said plaintiffs as in said Scire facias &c is alleged and of this he puts himself upon the country &c and the plffs do the like &c

Swan & Andrews for Clark.

And the said Levi Phelps comes and defends &c and says that said defendants do not owe the said plaintiffs as is in said Scire facias alleged and of this he puts himself upon the country &c and the plffs do the like &c.

Swan & Andrews for Phelps

And the said Phelps for further plea comes and defends &c and says that said plaintiffs ought not to have their execution against the said defendants because he says that there is no such record of a recovery against them in manner and form as said plaintiffs have complained against them; and this he is ready to verify. Wherefore he prays judgment if &c.

Swan & Andrews for Phelps.

The plaintiffs in this case will notice that the said Sheriffs will give in evidence and insist in the trial of said Cause upon the following matters of defence &c:

1st: That said defendants after the recovery of the judgment aforesaid to wit on the first day of May AD 1849 paid to the said plaintiffs ~~a said Bank~~ in the said facias mentioned the sum of one thousand dollars in full satisfaction and discharge of said judgment

2d: That said defendants after the recovery of said judgment aforesaid to wit on the first day of May 1849 paid the said Urbana Bank &c in said scire facias mentioned the sum of one thousand dollars in full satisfaction and discharge of said judgment.

3d: That after the recovery of said judgment and before the commencement of this suit to wit on the 31st day of August AD 1857, the said Urbana Bank in said scire facias mentioned for obtaining satisfaction of said upon said judgment sued out of said Court of Common Pleas of Union County a certain writ called a fieri facias &c against said defendants directed to the Coroner of said County (the said Clerk then being Sheriff of said County) and dated on the day and year last aforesaid commanding the said Coroner to make said judgment &c of the goods

as chattels &c and lands and tenements &c of said defendants by virtue of which said writ the said Coroner afterwards and before the return and the return term thereof and before the commencement of this suit towit on the first day of September AD 1837 and within said County levied and seized the following goods and chattels of said Clarke in satisfaction of said judgment and execution and the costs and charges in the premises towit: On four pieces of Leather in the vats and on one pack of hides in the tan Two Cows & Two Horses

and which said goods and chattels ~~still~~ were of the value sufficient to satisfy said judgment and execution and the costs and charges in the premises and said levy still remains in full force and said goods and chattels were by the said mortgagee of said Coroner wanted and became valuable or remain unsold; And that said judgment Execution & costs &c by reason of the premises is fully paid and satisfied.

4th. That said judgment was before the commencement of this suit towit on the first day of September AD 1837 fully paid and satisfied by levy (made and by virtue of an execution issued at the instance of the said Urbana Bank upon said judgment,) upon goods and chattels

of the said Clerk; the said goods and chattels being sufficient in value to pay said judgment and costs &c and said judgment being in full force and in no way set aside vacated or otherwise impaired.

5th That at the commencement of this suit the plaintiffs as trustees &c and said Urbana Bank now and still are indebted to the defendants in the sum one thousand dollars money lent and advanced by defendants to said Bank before that time at its request, also in the sum of one thousand dollars for money before that time had and received by said Bank of said defendants at its request. also in the sum of one thousand dollars for money by said defendants before that time paid laid out and expended to and for the use of said Bank at its request; and also in the sum of one thousand dollars for goods sold and delivered by the defendants to said Bank at its request also in the sum of one thousand dollars on an account before that time stated between the said Bank and the defendants

Sam & Anders
Attys for defts

Civil/Domestic Case File

Case No. 1850-CV-0021

Law No 48

Trueby Moulton vs Plimpton
&
Wm E Lee et al

Cert to Bill made Record

Recorded

In Union Court Pleas

Tweedy, Moulton & Plimpton

vs

Wm. C. Lee et als

Praecipe for debt

Filed May 21. 1850
James Kirkpatrick p. clk

Allison & Curry

Oliver B Tweedy,
Rodman P Moulton &
John P Plimpton partners
in trade under the name
and firm of Tweedy, Moulton
& Plimpton

vs

Wm C. Lee
Wm H. Frank &
R. Lee

In debt,

Debt $796. Damages $600.00

Issue a summons returnable next term. Indorse "Suit brought on Bond under seal given by defendants to plaintiffs for Seven hundred and ninety six dollars, dated July 17th A.D. 1848, given to obtain a writ of error. Also for goods sold and delivered - money had and received &c.

Allison & Avery
Attys for Pltfs

To the Clerk of Union Com Pleas
May 21st 1850

Union Common Pleas

Lucedy Moulton, and
Plimpton
vs
Wm. E. Lee, et als

Declaration

Filed July 10, 1850
James Kirkado Jr Clerk

Certified Made Record

Recorded

Allison & Curry
Attys.

Court of Common Pleas of Union County, Of the Term of May, in the Year of Our Lord One Thousand eight hundred and fifty.

The State of Ohio, Union County, ss.

Oliver B. Tweedy, Rodman C. Moulton and John G. Plimpton, partners in trade under the name and firm of Tweedy, Moulton, and Plimpton by Allison and Curry their Attorneys complain of Wm. E. Lee, W. H. Frank, and R. Lee in a plea of Debt, for that whereas the said Defendants heretofore to wit, on the 17th day of July A. D. 1848, at the County of Union aforesaid, by their certain writing obligatory, sealed with their seals and now to the Court here shown, acknowledged themselves to be held and firmly bound to the plaintiffs in the sum of Seven Hundred and Ninety six dollars, to be paid to the plaintiffs which said writing obligatory was and is subject to a certain condition thereunder written, whereby after reciting to the effect following that whereas a judgment had been obtained in the Court of Common Pleas of Union County Ohio, at the June Term A. D. 1848, by the said Tweedy, Moulton, and Plimpton against James Lee and William E. Lee, late partners under the name and firm of J. & W. E. Lee for the sum of Three Hundred and Ninety One dollars, and twenty cents damages, and six dollars and sixty two cents costs, which said case had been removed to the Supreme Court on a writ of error, it was provided in and by the said condition that if the said James Lee and William E. Lee should pay the full amount of the condemnation in the Supreme Court if judgment should be rendered in said Supreme Court against them then said obligation should be void, otherwise in full force and effect in law; And the plaintiffs aver that they afterwards, to wit, at the July Term A. D. 1849 of said Supreme Court in and for said County of Union, by the consideration and judgment of said Supreme Court in said cause removed to said Supreme Court on said writ of error as aforesaid, recovered against said Defendants a judgment affirming said judgment of said Court of Common Pleas with costs, by which said judgment of affirmance said Defendants were condemned in the amount of Four Hundred and fifteen dollars damages and seven dollars and two cents original costs and interest thereon together with One dollar and

thirty six cents of increase costs made previous to said judgment in said Supreme Court; And said plaintiffs at said July Term A.D. 1849 of said Supreme Court recovered in like manner against said Defendants a judgment condemning said Defendants to pay said plaintiffs Twenty Dollars and Seventy five cents, being five per cent damages, according to the Statute in such case made and provided, together with costs, (which costs ~~with a costs then~~ amounted to Seven dollars and eighteen cents), as by the record of said court will more fully appear; And the plaintiffs further aver that afterwards to wit, on the 2d day of July A.D. 1849, at said County, said Supreme Court in and for said County issued a special mandate to the Court of Common Pleas in and for said County ordering said Court of Common Pleas to award execution upon said judgments of said Supreme Court, and which said mandate afterwards to wit, ~~at~~ the August Term A.D. 1849 of said Court of Common Pleas was duly received by and served upon said Court of Common Pleas, who then and there ordered that execution should issue upon said judgments; And the plaintiffs further aver that ~~afterwards~~, to wit, on the 21st ~~day~~ of August A.D. 1849 a writ of execution commonly called a writ of fieri facias was duly issued by and from said Court of Common Pleas ~~upon said judgment for statutory damages~~ and was then and there duly delivered to Philip Snider then being Sheriff of said Union County; and said Snider Sheriff aforesaid afterwards, to wit on the first day of the ~~August~~ November Term of said Court of Common Pleas A.D. 1849, returned said writ to said Court, endorsed as follows: "Received this writ September 6th 1849. Levied September 13th 1849 levied in conjunction with another execution in favor of J. & J. Fleymon & Co. against Lee, McSure & Co. upon 50 head of stock hogs, 3 log chains, 1 yoke of ~~cattle~~ oxen, 1 ox cart, one three year old steer, and 1 bay mare, as the property of Wm. C. Lee, said oxen and cart levied upon subject to a lien heretofore made by Wm. Wells on an execution in favor of Charles Thatcher; said bay mare levied on subject to a former lien in favor of Exchange Bank. left the same in possession of said Lee and took bond for redelivery with John Capil security; advertised for sale by public notice in the Mansfield Tribune; to be sold November 12th 1849 ~~at law~~, and on the day of sale property not found.

Philip Snider Sheriff"

And afterwards to wit: on the 12th day of April

at said Union County.

A. D. ~~1849~~ 1850 a writ of Vend. Exp. & fieri facias was duly issued on said judgment for statutory damages by said Court of Common Pleas and there delivered to said Snider, he still being Sheriff as aforesaid; and afterwards at and on the first day of the term of said Court of Common Pleas of May 1850 said Sheriff duly returned said writ of venditioni exponas to said Court of Common Pleas as follows: "Received this writ April 12th 1850 the property within described not found, it having been disposed of by W. E. Lee as by him stated at the time the property was demanded, and it being insufficient to satisfy this writ, there being no other goods or chattels, lands or tenements found whereon to levy. Philip Snider Sheriff."

Whereby it appears that the ~~said~~ James Lee and William E. Lee late partners under the name and firm of J. & W. E. Lee had not goods and chattels, lands and tenements sufficient to satisfy said writ and pay said judgment for statutory damages and costs; and the plaintiff further avers, that ~~a writ of fieri facias for costs issued~~ afterwards to wit on the 21st day of August 1849 at said County a writ of execution was duly issued by said Court of Common Pleas on said judgment of affirmance, and was then and there delivered to said Sheriff of Union County; and afterwards, to wit, on the first day of the November Term 1849 of said Court of Common Pleas, said Sheriff duly returned to said Court of Common Pleas said writ, endorsed as follows: "Received this writ September 6th 1849 Levied September 13th 1849, levied in conjunction with another execution in favor of J. & J. F. Seymour & Co. against Lee, McCune & Co. upon 51 head of stock hogs, 3 log chains, 1 yoke of oxen, 1 ox cart, 1 three year old steer, and 1 bay mare, as the property of Wm. E. Lee, said oxen and cart levied upon subject to a levy heretofore made by Wm Wells on an execution in favor of Charles Thatcher, said bay mare levied on subject to a former levy in favor of Exchange Bank, left the same in possession of said Lee and took bond for redelivery with John Capil security, advertised for sale agreeably to law, and on the day of sale property not found. Philip Snider Sheriff."

And afterwards to wit, on the 12th day of April 1850 at said Union County, a writ of venditioni exponas was duly issued by said Court of Common Pleas on said judgment of affirmance, and was then and there delivered to said Sheriff of Union County; and afterwards on the first day of the ~~Nov~~ May Term A. D. 1850

of said Court of Common Pleas said Sheriff duly returned said writ of venditioni exponas to said Court of Common Pleas, endorsed as follows: "Received this writ April 12th 1850, the property within described not found, it having been disposed of by W. E. Lee, as by him stated at the time a demand of the property was made, and it being insufficient to satisfy this writ, there being no other goods or chattels, lands or tenements found whereon to levy.

Philip Snider Sheriff

Whereby it appears that the said James Lee and William E. Lee late partners in trade under the name and firm of J. & W. E. Lee, had not goods and chattels, lands and tenements sufficient to satisfy said last mentioned writ and pay said judgment of affirmance and costs; and the Plaintiffs further aver that a large amount of increase costs, to wit, Three dollars and eighty four cents have accrued upon said judgments of the Supreme Court; and said Defendants have not, nor hath either of them paid the said condemnation of the Supreme Court, and costs, or any part of either of them whereby an action hath accrued to the Plaintiffs to demand and have of the Defendants the said sum of Seven hundred and Ninety six dollars above mentioned; yet the defendants have not, nor hath either of them paid the same or any part thereof;

And whereas also the said Defendants heretofore to wit, on the 17th day of July A. D. 1848, at said County of Union by his certain other writing obligatory, sealed with his seal and now to the Court here shown are acknowledged themselves to be held and firmly bound to the plaintiffs in the sum of ~~Seven Hundred~~ and Ninety six dollars to be paid to the plaintiffs. Yet the defendants though often requested so to do have not nor hath either of them paid said last named sum of Seven Hundred and Ninety six dollars or any part thereof:

And whereas also the Defendants, on the first day of January 1850, at said Union County, were indebted to the plaintiffs in the sum of Seven Hundred and Ninety six dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the Defendants at their request:

And in Seven Hundred and Ninety six Dollars for Money then and there had and received by the Defendants for the use of the plaintiffs, which said several last mentioned sums of Money were to be restored & paid by the Defendants to the plaintiffs on request; yet the Defendants, though often requested so to do, have not, nor hath either of them paid the said last mentioned Money, nor either of them nor any part thereof; To the plaintiffs' damage Six Hundred Dollars, and therefore they sue.

By Allison & Curry
Their attorneys.

Union Com Pleas

Tweedy Moulton & Clinton
vs
Wm. C. Lee et als

Filed May 23. 1850
James Kinkade Jr clerk

Suit brought on Bond under Seal given by Defendants to plaintiffs for Seven hundred and Ninety Six dollars, dated July 17th A.D. 1848. given to obtain a writ of Error. Also for goods Sold and delivered Money had and received &c.

Allison & Lane attys
for Pltfs

Served this writ by delivering to the within named Wm. C. Lee and W. H. Franks, each a certified copy thereof May 22nd 1850 and by delivering to R. Lee a certified copy thereof May 23rd 1850

Fees = mileage 50
service 75
copies 60 = $1.40

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Wm E Lee, W. H. Frank and R. Lee

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Oliver B Tweedy Rodman G Moulton & John G. Plimpton partners in trade under the name and firm of Tweedy, Moulton & Plimpton

in a plea of Debt. Debt, Seven hundred and ninety six dollars and — damages Six hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 21st day of May A.D., 1850

James Kinkade Jr Clerk.

589

Lucedy Marston & Hampton
vs
Wm & Jas. Wm H. Daniels & R Lee

Debt	$796.00
Amount due in Equity	483.62
Costs	6.69
Increase this writ	.41

Filed March 24. 1857
J. M. Kennedy Clk

Recorded

Allison & Cherry Attys for Plaintiffs.

Received this writ November 30th 1850

No Goods or Chattles found whereon to Serve

Served December 16th 1850 upon the following real Estate to wit ~~Being part~~ situate in the County of Union and town of Marysville bounded as follows to wit Being part of a subdivision of Survey No 3351 caused to be made by Margaret Bailey and is bounded as follows Beginning at a stone in Millbreek in the division line between Margaret Baileys two thirds and Samuel W Culbertson one third of Survey No 3351 thence with said division line South 10 East about 20 poles to a stake in the north side of the street leading East from the center of Marysville thence East five poles to a ~~stake~~ thence north about 20 poles to a stone in Millcreek thence up the Creek with its meanders to the Beginning ~~Containing a bout one and one fourth acres~~ and ~~surveyed~~ charged on duplicate as out lot No 34

I had the above Real Estate appraised on the 17th day December AD 1850 by the oaths of William H Skinner Thomas Brown and Bill Welch at twelve hundred and fifty 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 thirty days previous to the day of sale I afterwards to wit on the 29th day of January 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 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	Milage	05
	Levis	35
	Levi	35
	Inquest	1 00
	Copy Appraisement	30
	Appraisers Fee	1 50
	Printers Fee	4 50
	Advertising	25

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 12th day of August A.D. 1850, Tweedy Moulton and Plimpton (Partners) recovered against William E. See, William H. Frank and R. See, as well the sum of Seven hundred and Ninety Six dollars, for their debt, upon which execution was by said Court awarded for Four hundred and eighty three dollars and Sixty two Cents the amount then due in equity, as also the Sum of $6.59 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 the want thereof, of the lands and tenements of the said William E. See, William H Frank and R See, you cause to be made the said Four hundred and eighty three dollars and Sixty two cents the amount for which execution was awarded, and Costs aforesaid, with interest thereon from the twelfth day of August A.D. 1850, until paid; also the sum of 41 cents 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 Tweedy Moulton & Plimpton.

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

Witness James Kirkade Jr Clerk of said Court at Marysville this 30th day of November A.D. 1850

James Kirkade Jr Clerk

Which late in our said Court, by the consideration thereof, was found and held to be the proportion in equity due of and upon a judgment which on the day of A. D. 1850 said in our said Court recovered against said, for the sum of

589

Tuesday Morrison & Pinkerton
vs
Wm Sec, Wm H Branch & C. Sec

Debt	$796.00
Amount due in Equity	483.60
Costs	6.69
Increased	8.71
This writ	.41

Filed July 1. 1857
D Miller Clerk

Released 1857.

Received

Allen Henry atty for Pltff

Received this writ May 20th 1857
In obedience to the within command I 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 more than thirty days previous to the day of sale, I afterwards, to wit, on the 30th day of June AD 1857 between the legal hours of ten oclock AM and four oclock PM offered said real Estate for sale by public out cry at the door of the court House in said County and not sold for
Want of Bidders
July 1st 1857

Fees Milage 5—
Serv 35—
Advertising 25—
Printers Fee 4.50
$4.15

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 Lands and Tenements of Wm E. Lee, Wm N. Frank and R Lee, Tenants, Situate in the County of Union and town of Marysville bounded as follows, Tenants, being part of a subdivision of Survey No. 3351 caused to be made by Margaret Bailey and is bounded as follows, beginning at a stone in Mill-creek in the division line between Margaret Bailey's two thirds and Samuel W. Culbertson's one third of Survey No 3351: thence with said ~~line~~ division line South 10 east about 20 poles to a stake in the north side of the street leading east from the Centre of Marysville; thence east five poles to a stake thence north about 20 poles to a stone in Mill creek, thence up the creek with its meanders to the begining, and charged on Duplicate as out Lot No. 34 ——

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 Tweedy, Moulton and Plimpton, (Partners) ——

the sum of Four hundred and Eighty three —— dollars and Sixty two cents ~~for damages in Equity~~ —— for —— damages, together with $6.69 —— for —— costs, with interest thereon from the 12th day of August A.D. 1850 until paid, which late in our said Court ~~the said~~ by the Consideration thereof, was found and held to be the proportion in equity due of and upon a judgment which on the 12th day of August A.D. 1850. said Tweedy Moulton & Plimpton (Partners) ~~obtained against the said~~ in our said Court recovered against said Wm E. Lee, Wm N. Frank & R Lee, for the sum of Seven hundred and Ninety six dollars, Debt, as of record is manifest. Also, $ 8.71 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 Tweedy Moulton & Plimpton.

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 20th day of May A.D. 1857

James Kinkade Jr Clerk.

Filed Nov 26. 1850
J. Kirkadep Clerk

Tweedy, Moulton & Plimpton
vs
P. H. W. E. Lee, Wm H Frank
& Rowland Lee.

Judgt in
Union Com Pleas

Issue Execution
in above case for
Judgt & Penalty
To James Kinkade Jr Clerk
Nov 26th 1850

Allison & Lemon
Attys for Plff.

Filed April 11, 1850
James Kirkpatrick Jr CK

Tweedy Jennings & Co
vs
J. & W. E. Lee et al

Judgment in Union Com Pleas

Issue execution to Sheriff of Union County
April 11th 1850 –
Allison & Curry Attys for Pltff.

To Jas Kinkade Dr. Clerk

Tweedy Moulton & Plimpton
vs
Jas & W. E. Lee

Judgt in Union Com Pleas

Issue a venditi with clause to Sheriff of Union County –

To Jas Kinkade Dr Clerk
April 11th 1850

Allison & Curry
Attys for Pltff.

Civil/Domestic Case File
Case No. 1850-CV-0022

No. 50-cu-22

Union Common Pleas Court.

Tweedy Jennings & Co
Plaintiff,

AGAINST

Wm Lee et, al
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT

$864 cu

Journal	4	Page	322
Record No.	5	Page	593
Ex. Doc.	1	Page	593

Law No 49

Trouedy Jennings & Co

vs

Wm E Lee et al

A Bill and Record

Recorded

Union Com Pleas

Tweedy, Jennings & Co

vs

Wm. C. Lee et als

Praecipi - for debt

Filed May 21. 1850
James Kirkpatrick p clerk

Allison & Curry

Oliver B Tweedy, Edward Jennings,
John P Plimpton & Rodman P Moulton
Late partners in trade under the name
and firm of Tweedy Jennings & Co
vs
Wm. E. Lee, D. S. Alexander &
Aquila Turner

In debt.

Debt $864. Damages $800.

Gave a summons
returnable next term, Indorse
"Suit brought on a writ of error Bond
under seal, given by defendants, to plaintiffs
for Eight hundred and sixty four dollars, dated
July 17th 1848. Given to obtain a writ of error.
Also for goods sold and delivered, Money had and
received &c.

Allison & Carr
Attys for Pltffs

To the Clerk of Union Com Pleas
May 21st 1850

Union Com Pleas

Tweedy Cummings & Co
vs
Wm. C. Lee et als

"Suit brought on a writ of Error Bond under Seal, given by Defendants to Plaintiffs for Eight hundred and Sixty four dollars, dated July 17th 1848, given to obtain a writ of Error, also for goods sold and delivered, money had and received &c.

Allison & Curry attys for Pltffs"

Filed May 23d 1850
James Kirkadoff CR

Served this writ May 22nd 1850 by delivering to Wm. C. Lee and Aquilla Sumner each a certified copy thereof, and by leaving a certified copy thereof at the residence of J. S. Alexander.

Fees = Service 75
Copies 60 = $1.35

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Wm E. Lee. J. L. Alexander and Aquila Turner

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Oliver B. Tweedy Edward Jennings, John G. Plimpton & Rodman G. Moulton late partners in trade under the name and firm of Tweedy Jennings & Co in a plea of Debt. Debt Eight hundred and sixty four dollars and — damages Eight hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 21st day of May A. D., 1850

James Kinkade Jr Clerk.

Tweedy Jennings & Co
vs. }
Wm. C. Lee, et als

Declaration

Filed July 10, 1850
James Kirkade jr clerk

Cost Bill made Record

Recorded

Allison & Lang
Attys

Court of Common Pleas of Union County,
of the Term of May, in the year of Our Lord
One thousand Eight Hundred and fifty.

The State of Ohio, Union County, ss. }

Olive B. Tweedy, Edward Jennings, John G. Plimpton, and Rodman C. Moulton, late Partners in trade under the name and firm of Tweedy, Jennings, & Co. by Allison & Curry their attorneys, complain of W. E. Lee, J. S. Alexander, and Aquila Turner in a plea of debt, For that whereas the said Defendants heretofore, to wit, on the seventeenth day of July A. D. 1848, at the County of Union aforesaid, by their certain writing obligatory sealed with their seals and now shown to the Court here, acknowledged themselves to be held and firmly bound to the plaintiffs in the sum of Eight Hundred and Sixty four dollars, to be paid to the plaintiffs, which said writing obligatory was and is subject to a certain condition thereunder written, whereby after reciting to the effect following, that whereas a judgment had been obtained in the Court of Common Pleas of Union County Ohio, at the June Term A. D. 1848, by the said Tweedy, Jennings, & Co. against James Lee, William E. Lee, and John McCluse, late partners in trade under the name and firm of Lee, McCluse & Co. for the sum of Four Hundred and Twenty four dollars and thirty four cents damages, and seven dollars and fifty three cents costs, which said case had been removed to the Supreme court on a writ of error, it was provided in and by the said Condition that if the said James Lee, William E. Lee, and John McCluse should pay the full amount of the condemnation in the Supreme Court if judgment should be rendered in said Supreme Court against them, then said obligation should be void, otherwise in full force and effect in law; and the plaintiffs avers that they, afterwards, to wit at the July Term A. D. 1849 of the said Supreme Court in and for said County of Union, by the consideration and judgment of said Supreme Court in said Cause removed to said Supreme Court on said writ of error as aforesaid, recovered against said Defendants a judgment affirming said judgment of said Court of Common Pleas with costs, by which said judgment of affirmance said Defendants were condemned in the amount of Four Hundred and fifty dollars and fifteen cents damages and seven dollars and Ninety eight cents, original costs, together with $1.72 increase costs and interest thereon, and said plaintiffs at said July

Term A. D. 1849 of said Supreme Court recovered in like manner against said Defendants a judgment condemning said Defendants to pay to said Plaintiffs twenty two dollars and fifty cents, being five per cent damages, according to the statute in such case made and provided, which original and increased costs amounts to $8.37 together with costs, as by the record of said Court will more fully appear. And the plaintiffs further aver that afterwards, to wit, on the 2d day of July, A. D. 1849, at said County, the said Supreme Court in and for said County issued a special mandate to the Court of Common Pleas in and for said County ordering said Court of Common Pleas to award execution upon said judgments of said Supreme Court, and which said special mandate afterwards to wit, at the August Term A. D. 1849 of said Court of Common Pleas was duly received by and served upon said Court of Common Pleas who then and there ordered that execution should issue upon said judgments; And the plaintiffs further aver that afterwards, to wit, on the 31st day of August 1850 a writ of execution commonly called a writ of fieri et levari facias was duly issued by and from said Court upon each of said judgments of said Supreme Court, in pursuance of said mandate, directed to the Sheriff of Delaware County; and afterwards to wit on the 17th day of October 1849 said writs were delivered to the said Sheriff of Delaware County; and afterwards, to wit on the 31st day of August 1849 said writs were duly returned by said Sheriff, one of said writs endorsed as follows, "Rec. this writ October 17th 1849, and find no property in my bailiwick whereon to levy. Oct. 31st 1849. N. Jones Sheriff Del. Co. O." and the other of said writs endorsed as follows, "Recd this writ Oct. 17th 1849, no property found whereon to levy this writ, Oct. 31st, 1849, N. Jones Sheriff Del. Co. O." And afterwards to wit on the 12th day of April 1850 a similar writ of execution was duly issued from said Court of Common Pleas upon each of said judgments of said Supreme Court in pursuance of said mandate, directed to the Sheriff of Union County; and afterwards to wit, on the 12th day of April 1850 said last-mentioned writs were duly delivered to said Sheriff of Union County; and afterwards to wit on the 21st day of May, 1850 said last-mentioned writs were duly returned by said Sheriff of Union County endorsed as follows; "Received this writ April 12th 1850, No goods or chattels, lands or tenements found whereon to levy. May 21st, 1850 Philip Snider, Sheriff"

And the plaintiffs further aver that said defendants have not, nor hath either of them, paid the said condemnation of the Supreme Court, and costs, or any part of either of them; whereby an action hath accrued to the plaintiffs to demand and have of the defendants the said sum of Eight Hundred and Sixty four dollars above mentioned; Yet the defendants have not, nor hath either of them paid the same or any part thereof;

And whereas also, the defendants, on the first day of January A.D. 1850, at the County of Union aforesaid, were indebted to the Plaintiffs in the sum of eight hundred and sixty four dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request:

And in eight hundred and sixty four dollars for money then and there had and received by the defendants for the use of the Plaintiffs, which said several last named monies were to be respectively paid by the defendants to the plaintiffs on request, Yet the defendants though often requested so to do, have not, nor hath either of them paid the said last-named moneys nor either of them nor any part thereof:

And whereas also the said defendants heretofore, to wit, on the 17th day of July 1848, at said County of Union, by his certain other writing obligatory sealed with his seal, and now to the Court here shown acknowledged, ~~their deed~~ to be held and firmly bound to the plaintiffs in the sum of eight hundred and sixty four dollars, to be paid to the plaintiffs, Yet the defendants though often requested so to do, have not, nor hath either of them, paid said last named sum of eight hundred and sixty four dollars or any part thereof; — to the damage of the plaintiffs of $800,00 and therefore they sues.

By Allison & Cummings
his attorneys.

593

Thomas Pennington
vs
Wm. Adel Alexander Defendant

Debt $860.00
and during Grety 533.23
Costs 5.79
Increased Costs 14.45
This Execution 41

Judgment 1867

Filed Sept 30. 1867
Jas Kirkpatrick for Clerk

Received

Allen Murry atty for Plff

Received this writ August 20th 1887
Made the within described real estate Advertised the 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 29th day of September AD 1887 A being the day advertised the same to be sold between the Legal hours of ten ~~and~~ o'clock A M and four o'clock P M offered the same for Sale by public auction at the door of the court house in said county once not sold for want of Bidders

Fees Mileage 5
Fees 35
Advertising 25
Printers fee 450
$515

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 Lands and Tenements of William E. See, A.S. Alexander and Aquilla Turner, Dont, All that tract or parcel of land lying and being in the County of Union and State of Ohio, bounded and described as follows beginning at a Buckey, Lynn and hickory in the north line of Benjamine Biggs Survey No. 4075 and north east Corner to a lot of 61 acres of land belonging to Aaron Orahood in said survey No. 4075; thence S 10° E 67 poles to a Stone; thence N 80 E 241 poles to a stone; thence N 10° W 67 poles to a hickory and beech in the ~~line~~ said north line, thence with said line S 80 W. 241 poles to the place of beginning containing One hundred acres more or less and being a part of Survey No 4075 in the name of Benjamine Biggs

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 Tweedy Jennings Ths

the sum of Five Hundred and Thirty Two dollars and Seventy Two cents ~~for~~ ~~for~~ ~~damages~~, together with $5.79 for their costs, with interest thereon from the 12th day of August A.D. 1850, until paid, which late in our said Court ~~the said~~ by the Consideration thereof, was found and held to be the proportion in equity due of and upon a Judgment which on the 12th day of August A.D. 1850. Said Tweedy Jennings Ths. in our said Court recovered against the said William E. See, A.S. Alexander and Aquilla Turner for the sum of Eight hundred and Sixty four dollars. Debt as of record is manifest. Also, $ 14.47 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 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 Tweedy Jennings Ths

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

Witness, ~~JOHN CASSIL~~ James Kirkade for, Clerk of said Court at the Court House in Marysville, this 20th day of August A.D. 1857

James Kirkade for Clerk

593

Moody Jennings Adm
vs
Mrs Sarah Alexander & Squire Turner

Debt $864.00
Amount due in equity 532.72
Costs 5.79
Interest 8.91
Fees accrued .41

Filed July 1, 1857
William Kirkpatrick Clerk

Entered 1857

Recorded

Alison Henry atty for Plaintiff

Received this writ May 20th 1857
In obedience to the within Command I 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 Ohio, for more than thirty days; previous to the day of Sale I afterwards to wit; on the 30th day of June A D 1857 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

July 1st 1857

Fees Mileage 5
Levis 35
Advertising 2 50
Printers Fees 4 80
$5.15

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 Lands and Tenements of Wm. E. Lee. J. S. Alexander and Aquilla Turner. Viz: all that tract or parcel of land lying and being in the County of Union and State of Ohio. bounded and described as follows beginning at a buckeye, lynn and hickory in the north line of Benjamine Biggs Survey No. 4075. and north east corner to a lot of 61 acres of land belonging to Aaron Orihood in said Survey No. 4075: thence S 10° E. 67 poles to a stone; thence N 80 E. 241 poles to a stone; thence N 10° W. 67 poles to a hickory and beech in the said north line thence with said line S 80 W. 241 poles to the place of begining Containing One hundred acres more or less and being a part of Survey No. 4075 in the name of Benjamine Biggs.

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 Tweedy Jennings & Co

the sum of Five hundred and thirty two —— dollars and Seventy two cents ~~for damages in equity~~ —— for ~~damages~~, together with $5.79 —— for ~~the~~ costs, with interest thereon from the 12th day of August A.D. 1850 until paid, which late in our said Court ~~the said~~ by the Consideration thereof, was found and held to be the proportion in equity due of and upon a judgment which on the 12th day of August A.D. 1850, said Tweedy Jennings & Co. in our said Court recovered against the said William E. Lee. J. S. Alexander and Aquila Turner for the sum of Eight hundred and sixty four Dollars. Debt. as of record is manifest. Also, $ 8.91 —— 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 Tweedy Jennings & Co

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

Witness, ~~JOHN CASSIL~~ James Rinhade Jr, Clerk of said Court at the Court House in Marysville, this 20th day of May A.D. 1857

James Rinhade Jr Clerk.

593

Speedy Jennings Vs
Wm B. Lewis & Alexander
Aquila Senner

Debt	$864.00
Int. due in Equity	532.12
Costs	5.79
Increase this writ	4.11

Filed April 8, 1851
J. H. Linthicum Clk
Concluded
Wm Henry atty for Pltff

Received this writ December 7th 1850
No Goods or Chattles found whereon to Levey
Levied February 27th AD 1851 Upon the the following Real Estate to wit all that tract or parcel of Land Lying and being in the County of Union and State of Ohio Bounded and described as follows beginning at a Buckeye Lynn and hickory in the north line of Benjamin Biggs Survey No 4075 and north east corner to a lot of 61 acres of Land belonging to Aaron Crihood in said Survey No 4075 thence S 10° E 67 Poles to a Stone thence N 80 E 241 Poles to a Stone thence N 10° W 67 Poles to a hickory and Beech in the said north Line thence with said Line S 80 W 241 Poles to the place of begining containing one hundred acres more or Less and being a part of Survey No 4075 in the name of Benjamin Biggs
Had the Same appraised on the 27th day of February AD 1851

by the oaths of Michael S Woods Courtlage King and William Reed at fourteen dollars and fifty cents per acre 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 thirty days previous to the day of sale, I afterwards to wit on the 8th day of April AD 1851 (It being the day I advertised the same to be sold) between the Legal hours of 10 o clock A M and four o clock P M offered the same for sale at the door of the court House in said County at public Auction and not sold for want of Bidders

Fees Mileage	25
Levies	35
Levy	35
Inquest	100
Copy Appr	30
Advertising	25
Appras Fees	150
Pr Fees	450

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 twelfth day of August A.D. 1850, Tweedy Jennings & Co recovered against William E. Lee, J. S. Alexander and Aquila Turner, as well the sum of Eight hundred and Sixty four dollars for their Debt, upon which execution was by said Court awarded for Five hundred and thirty two dollars and Seventy two Cents, the amount then due in equity, as also the sum of five dollars and Seventy Nine Cents 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 the want thereof, of the lands and tenements of the said William E. Lee, J. S. Alexander and Aquila Turner you cause to be made the said Five hundred and thirty two dollars and Seventy two Cents, the amount for which execution was awarded, and Costs aforesaid, with interest thereon from the twelfth day of August A.D. 1850 until paid; also the sum of 41 Cents 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 Tweedy Jennings & Co.

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

Witness James Rinkade Jr Clerk of said Court at Marysville this 7th day of December A.D. 1850

James Rinkade Jr Clerk

6 S 602

Levy Lewis & Co
by
Bro. E. Lee
Atty Plaintiff
Plaintiff Attorney

Debt $864.00
Int due in Equity 532.72
costs 5.79
Arrears cost 31.67
Thir'n 73

Order June 22 1852
$900.00

Filed March 21 1853
Lewis Clerk

Alleg & Levy
Atty for Pltff
ad

Received this writ January 21 1853
Advertised the within described 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 afforesaid to wit; on the 21st day of March AD 1853 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 and not sold for want of Bidders

Fees Milage 5
Levy 35
Return 25
March 21st 1853 Printers fee 4 50
$5,15

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 Wm E Lee James S Alexander & Aquilla Turner to wit; all that tract or parcel of land lying and being in the County of Union and State of Ohio bounded & described as follows Begining at a Buckeye Lynn & hickory in the north line of Benjamin Biggs Survey No 4075. and north East corner to a lot of 61 acres of land belonging to Aaron Crahood in said Survey No 4075; thence S 10 E 67 poles to a Stone, thence N 80 E 241. poles to a Stone. thence N 10 W 67 poles to a hickory & beech in the said north line; thence with said line S 80 W 241 poles to the place of begining containing one hundred acres more or less. and being part of Survey No 4075 in the name of Benjamin Biggs

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 Tweedy Jennings & Co the sum of Seven hundred and thirty two dollars and Seventy two cents ~~for~~ ~~for~~ ~~damages~~ together with $ 5. 79 for their costs, with interest thereon from the 12th day of August A. D. 1850 until paid, which late in our said Court ~~the said~~ by the consideration thereof was found & held to be the proportion in equity due of and upon a judgment which on the 12 day of August 1850 said Tweedy Jennings & Co in our said court recovered against the said William E Lee J S Alexander and Aquilla Turner for the sum of Eight hundred and fifty four dollars debt as of record is manifest. Also, $ 31. 67 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 Tweedy Jennings & Co

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.

E.D., 602

Tweedy Jennings & Co
vs
Wm E Lee
Jas S Alexander
Aquilla Turner

Debt	$864.00
amt due in Equity	532.72
Costs	5.79
Increase costs	25 59
This writ	73

Cr June 22d 1852
$300.00

Filed Nov 8th 1852
James Turner Clerk

Allison & Curry
attys for Pltff

Received this writ [illegible] 1st 1852
Advertised the within described Real Estate to be sold in the [illegible] Tribune a Newspaper published and in General Circulation in said County Ohio for at Least thirty days previous to the day of sale; Afterwards to wit on the 8 day of November AD 1852 it being the day advertised said real Estate to be sold between the legal hours of ten oclock A.M. and four oclock P.M. offered said Real Estate for sale at the door of the court house in said County and Not sold for want of Bidders

Fees Milage	5
Levy	35
Printers fees	4 50
Advertising	25
Return	20
	$5 35

Nov 8th 1852

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 Wm E Lee James S Alexander & Aquilla Lyoner, to wit, all that tract or parcel of lance lying and being in the County of Union and State of Ohio bounded & described as follows Begining at a Buckeye Lynn & hickory in the north line of Benjamin Biggs Survey No 4075. and north east comer to a lot of 61 acres of land belonging to Aaron Babcock in said Survey No 4075. thence S 10 E 67 poles to a Stone, thence N 80 E 241 poles to a Stone, thence N 10 W 67 poles to a hickory & beech in the said north line thence with said line S 80 W 241 poles to the place of begining containing one hundred acres more or less & being a part of Survey No 4075 in the name of Benjamin Biggs

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

Tweedy Jennings & Co

the sum of Five Hundred and thirty two dollars and Seventy two cents ~~for damages~~, together with $ 5 79 for their costs, with interest thereon from the 12th day of August A. D. 1850 until paid, which late in our said Court ~~the said~~ by the consideration thereof was found & held to be the proportion in equity due of one upon a judgment which on the 12th day of August 1850 Jan Tweedy Jennings & Co in our said Court recovered against the said William E Lee J S Alexander and Aquilla Lyoner for the sum of Eight hundred and fifty four Dollars Debt

as of record is manifest. Also, $ 25, 59 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 Tweedy Jennings & Co

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

Witness, JAMES ~~KINKADE Jr.~~ Lyoner, Clerk of said Court at the Court House in Marysville, this 22nd day of September A. D. 1852

James Lyoner Clerk.

C. D. 593

Lucedy Lemmon Adm

vs

Ann E Lee

& Alexander

Aquilla Lemmon

Debt $ 864.00

Amt due in Equity 538.72

Costs 5.75

Increase Cost 20.03

This Cost 41

Filed April 5th 1852

Geo Lemmon Clerk

Executed

Allison Lemmon atty for Plff

Received this writ February 23 1852

Had the within described Real estate Advertised in the Marysville Tribune a news Paper Published and in General Circulation in union County Ohio for at Least thirty days Previous to the day of Sale Afterwards to wit on the fifth day of April AD 1852 it being the day i advertised Said real Estate to be Sold between the Legal hours of ten oclock AM and four oclock PM of Said day 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 5
Levy 35
Advertising 25
Printers fee 4.50
$5.15

William C Mulin 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 E Lee J. S. Alexander and Aquilla Lowmer. to wit The following real estate, all that tract or parcel of land lying and being in the County of Union and State of Ohio bounded and described as follows beginning at Buckey Lynn and hickory in the North line of Benjamin Biggs Survey No 4075, and North East corner to a lot of 61 acres of land belonging to Aaron Crohood in said Survey No 4075 thence S 10 E 67 poles to a Stone. thence N 80. E 241 poles to a Stone thence N 10. W 67 poles to a hickory and beech in the said North line. thence with said line S 80. W 241 poles to the begining containing one hundred acres more or less being a part of Survey No 4075 in the name of Benjamin Biggs

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 Tweedy Jennings & Co the sum of Five Hundred and thirty two dollars and Seventy two cents ~~for damages~~, together with $ 5. 79 for their costs, with interest thereon from the 12th day of August A. D. 1850 until paid, which late in our said Court ~~the said~~ by the consideration thereof was found and held to be the proportion in equity due of and upon a Judgment which on the 12th day of August A D 1850 said Tweedy Jennings & Co in our said Court recovered against the said William E Lee J. S. Alexander and Aquilla Lowmer for the sum of Eight hundred & sixty four dollars Debt as of record is manifest. Also, $ 20. 0 3 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 Tweedy Jennings & Co

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

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

James Lowmer Clerk.

D. A. 504 1850

Swedy Lennings & Co
to
Mrs E Lee
J S Alexander
Aquilla Turner

Debt	$864.00
Amt due in Equity	532,72
costs	5 79
increase costs	37 55
This writ	65

Ex June 22 1852
$300.00

Filed Nov 6 1854
James Lynch Clk

Allison & Cary
Attys for Plff

Received this writ September 30th 1854
Advertised the within described Real Estate for sale
in the Chillicothe Gazette a newspaper published in
said circulation in Ross County, Ohio for at
least thirty days previous to the day of sale, offered to sell
on the 6th day of November AD 1854 at Public Sale
I advertised said Real Estate to be sold
I offered the same at Public Auction at the Door of the
Court House in said County and not sold for
want of Bidders

Nov 6th 1854

Fees Attorney	5
Fees	35
Advertising	25
Rate	10
Printer's fees	3 00
	3 75

William C. Alexander 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 Wm E Lee, Jas S Alexander & Aquilla Turner to wit: all that tract or parcel of land lying & being in the County of Union and State of Ohio bounded & described as follows Beginning at a Buckeye Lynn & hickory in the north line of Benjamin Biggs Survey No 4075. and north East corner to a lot of 61 acres of land belonging to Aaron Orahood in said Survey No 4075. thence S 10 E 67 poles to a Stone thence N 80 E 241 poles to a Stone thence N 10 W 67 poles to a hickory & beech in the said north line thence with said line S 80 W 241 poles to the place of begining containing one hundred acres more or less and being Part of Survey No 4075 in the name of Benjamin Biggs

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 Lovely Jennings & Co

the sum of Five hundred & Twenty Two dollars

and 72 cents for Their Debt ~~for~~

~~damages~~ together with $ 5.79 for ~~their~~ costs, with interest thereon from the 12 day of August A. D. 1850 until paid, which late in our said Court ~~the said~~ by the consideration thereof was found & held to be the proportion in equity due of & upon a judgment which on the 12 day of August 1850 said Lovely Jennings & in our said Court recovered against the said Wm E Lee J. S. Alexander & Aquilla Turner for the sum of $864.00 Debt

as of record is manifest. Also, $37.55 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 & 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~~ make due return of this writ in sixty days

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 20th day of September A. D. 1854

James Turner Clerk.

D. A. 50

Lucesy Jennings
vs.
Wm G. Lee
L. S. Alexander &
Aquila Turner

Debt $844.00
Amt Judgment 532.72
Costs 5.79
Increase cost 11.95
this writ .65
Issued June 22 1852
$300.00

Filed Sept. 17th 1853
John Randall Clerk

Recorded

C. M. Allison Atty for Plff

Received this writ July 21st A.D. 1853. Advertised the within described real estate for sale according to law in the Marysville Tribune, a newspaper published and in general circulation in Union County. Afterwards to wit on the 15th day of September A.D. 1853 - that being the time said property was advertised to be sold, the same was duly offered for sale at the door of the court house in Marysville but was not sold for want of bidders.

Fees Service	.75
Advertisement	.25
Return	.10
Printers fee	2.50
	$3.60

William H. Robb Sheriff

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 Wm E. Lee James S. Alexander & Aquilla Turner to wit. all that tract a parcel of land lying & being in the County of Union, & State of Ohio bounded & described as follows to wit, Beginning at a Buckeye Lynn & Hickory in the North line of Benjamin Biggs No 4075 & North east corner of a lot of 61 acres of land belonging to Aaron Orahood in said Survey No 4075 thence S, 10 E, 67 poles to a stone thence N. 80 E, 241 poles to a stone thence N 10 W 67 poles to a hickory & beech in the said north line thence with said ~~north~~ line S 80 W 241 poles to the place of beginning Containing One hundred acres more or less and being part of Survey No 4075 in name of Benjamin Biggs

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 Tweedy Jennings & Co

the sum of Five hundred & thirty two dollars, and Seventy two cents for their debt ~~for damages~~, together with Five dollars for 12 costs, with interest thereon from the Twelfth day of August A. D. 1850 until paid, which late in our said Court ~~the said~~ by the consideration thereof was found & held to the proportion in equity due of & upon a Judgement which on the 12th day of August 1850 said Tweedy Jennings & Co in our said Court ~~recovered against the said~~ recovered against the said Wm E Lee, J. S. Alexander & Aquilla Turner for the sum of $864,00 debt as of record is manifest. Also, $ 41,95 increase of costs, and 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 point, 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 make due return of this writ 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 in Marysville, this 21st day of July A. D. 1855.

Taber Randall Clerk.

Filed Dec 7. 1850
E Kirkpatrick for CK

Tweedy Jennings & Co
vs
Wm. E. Lee, A Turner
et al

Judgt in Union
Com Pleas

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

To James Kinkade Clerk
Decr 7th 1850

Allison & Curry
Attys for Plfs -

Tillery, Pennington & Co.
vs.
Wm. E. Lee,
J. S. Alexander, &
Aquila Turner

Praecipe for Venire.

Filed Aug 20. 1857
A Kirkpatrick clerk

Tuesday Demings & Co.
vs.
Wm. E. Lee, J. D. Alexander
and Aquila Turner

Union Com. Pleas.
Judgt. at Aug. Term 1850,
for $864,00
Amt. due in Equity $532,72

I give Vendi ~~Execution~~ in this case

Allison & Cum
Attys for Pltffs.

To the Clerk of
Union Com Pleas
Aug. 20th 1851

Tuedy, Jennings, & Co.
vs.
William E. Lee,
J. S. Alexander, &
Aquila Turner

Praecipe
for Vend. Ex.

Filed February 21 1852
James Turner Clerk

Tuneedy, Jennings, & Co.
vs.
William E. Lee, J. S. Alexander, & Aquila Turner.

Judgt. Aug. 12th 1850

Issue Vend. Ex. in this Case

Allison & Curry
Atty's. for plff's.

To the Clerk of
Union Com. Pleas

Dated Feb. 21st 1852

Civil/Domestic Case File

Case No. 1850-CV-0023

No. 50-CV-23

Union Common Pleas Court.

B. & S. McCullough
Plaintiff,

AGAINST

Samuel Breese et al
Defendant.

NOV TERM. 1850

Dismissed

Journal 4 Page 354

Record No. Page

Ex. Doc. Page

No Record

Law no 37

Ezz McCollock

vs

Samuel Breese et al

Cost Bill made

No Record

Union Comm Pleas

Jno. H. McCallort

vs

Samuel Breas et al

Precipice

Filed May 21, 1850
Jas Kirkpatrick Clerk

E. Bennett

Jane & Samuel McCollock
partners as J & S. McCollock
vs
Samuel Bress, A. S. Davis
James R Smith & Elias Johnson

Assumpsit
Damages 800$

Issue a summons
returnable next Term ~~forthwith~~ at
Undone; Suit brought on two several notes
of hands given by defendants to plaintiffs
for $360.45 each dated July 12th A.D. 1848
one due in twelve months from date, and
the other on the 1st of January A.D. 1850. And
also for goods sold and delivered, money had
and received, moneys lent, work and labor
done and materials for the same furnished
&c.
To the Clerk of Union C.P.
May ~~27~~ 27th A.D. 1850

E. Bennett
for Plffs

Union Com. Pleas

B & L McCollock
vs
Samuel Dees, et als

"Suit brought on two Several Notes of hand given by defendants to plaintiffs for $360.45 each dated July 12th A.D. 1848. One due in twelve months from date, and the other on the 1st of January A.D. 1850. And also for goods sold and delivered, money had and received, money lent, work and labor done and materials for the same ~~provided &c.~~ furnished &c.

E Bennett
for Pltffs.

Filed May 25. 1850
James Rinkadp Jr. CR

Served this writ May 24th 1850 by leaving at the residence of the within named Samuel Dees A.J. Davis, James R. Smith and Elias Johnson each a certified copy thereof

Fees = mileage 80
service 95
copies 80 = $2.55

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Prees, A. L. Davis, James R. Smith, and Elias Johnson

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Zane & Samuel McCulloch, partners as Z & S. McCulloch

in a plea of Assumpsit

damages Eight Hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 21st day of May A.D., 1850

James Kinkade Jr

Clerk.

Union Com Pleas

J. & S. McCallon

vs

Samuel Brewster et al

Declaration

Filed June 19. 1850

James Kirkpatrick for Clerk

Cost Bill made

No Record

E. Burnett

Jane & Samuel McCulloch
Partners as J & S McCulloch
vs
Samuel Brey, A. S. Davis
James Smith and
Elias Johnson

Union County
Court of Common
Pleas May Term
A.D. 1850.

The State of Ohio Union County ss

Jane McCulloch and Samuel McCulloch partners as J & S McCulloch complains of Samuel Brey, A. S. Davis, James H Smith and Elias Johnson in a plea of assumpsit for that whereas the said defendants on the 12th day of July A.D. 1848 at the County of Union in the State of Ohio made their two several promissory notes in writing, and delivered the same to the said plaintiffs and thereby promised to pay the said plaintiffs in the name of their said firm of J & S McCulloch Seven hundred and twenty one dollars & 8 cents at the times and in the manner following to wit, $360,54 in twelve months from the date thereof one half payable in wheat at cash ~~price~~ value delivered at Bellefontaine or West Liberty in Logan County Ohio one merchantable horse at eleven months worth about sixty dollars and the remainder in cash. And $360,54/100 on the 1st day of January A.D. 1850. one half in wheat at cash value delivered at Bellefontaine or West Liberty in Logan Co Ohio and the remaining one half in cash

all of which periods have now elapsed; yet the said defendants have not paid the said several sums of money or any part thereof; and although the said plaintiffs by their said firm were then and there ready to receive the said wheat and the said horse, yet the said defendants ~~was~~ a either of them did not then and there nor have they at any time before or since, delivered the said wheat or any part thereof, nor have they or either of them delivered the said horse at any time to the ~~damage of the~~ said Zane and Samuel McCulloch by the said name of their firm of Z. & S. McCulloch according to the tenor and effect thereof; To the damage of the said Zane McCulloch and Samuel McCulloch by the name of their said firm of Z. & S. McCulloch 800$

And also for that whereas the said defendants on the tenth day of January A. D. 1850 at the County of Union aforesaid was indebted to the said Zane and Samuel McCulloch by the name of their said firm of Z. & S. McCulloch in 800$ for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request; And in 800$ for the price and value of goods then and there sold and delivered by the plaintiffs by the name of their said firm to the defendants at their request; And in 800$ for the

price and value of work then and there done, and materials for the same provided by the plaintiffs by the name of their said firm, at their request; And in 800$ for money then and there lent by the plaintiffs to the defendants at their request; And in 800$ for money then and there paid by the plaintiffs for the use of the said defendants at their request; And in 800$ for money then and there received by the defendants for the use of the plaintiffs; And in 800$ for money found to be due from the defendants to the plaintiffs by the name of their said firm on an account then and there stated between them. And whereas, the defendants afterwards on the tenth day of January A.D. 1850 in consideration of the premises, then and there promised to pay the said last several sums of money to the plaintiffs, on request; yet he hath disregarded their promise and have not paid the said several sums of money nor either of them or any part thereof; to the damage of the said plaintiffs eight hundred dollars and therefore they bring their suit &c.

By E. Burnett
their Attorney

Civil/Domestic Case File

Case No. 1850-CV-0024

No. 50-CV-24

Union Common Pleas Court.

Wilson & Co

Plaintiff,

AGAINST

W W Woods,

Defendant.

NOV TERM. 1850

No Record

Journal 4 Page 383

Record No. Page

Ex. Doc. Page

Law No 438

Wm Wilson Ptes

vs

W W Woods

Cost Bill Dismd

No Record

Union Com Pleas

William Wilson & Co

vs

William W Woody

Bae - In Debt

Filed May 24. 1850
James Kirkade Jr clerk

Allison & Curry

William Wilson &
James Wilson, Partners
in trade under the name
of William Wilson & Co
vs
William W Woods

In Debt. Debt $1000.
Damages $1000.

Issue a Summons returnable
next term. Indorse Suit brought
on Judgment in the Circuit
Court of the United States, for the District of Ohio, for
$650.74 and costs of suit taxed at $18.64 rendered
on or about December 23rd 1842. Also on a
written Guarantee of a mortgage and notes thereby
secured, executed by one Andrew Aurine 2nd
to said William W Woods, and assigned by him to the
use of said Wm Wilson & Co - which Guarantee was
made by said Woods, on or about the 28th day of July
1843. Also for goods sold and delivered, money
had and received &c -

Allison & Curry
Attys for Pltfs

To the Clerk of Union
Com Pleas -
May 24th 1850

Union Com. Pleas

William Wilson & Co
vs
William W. Woods

Filed May 25. 1850
James Kirkadr for clerk

"Suit brought on a judgment in the Circuit Court of the United States, for the District of Ohio for $650.74 and Costs of suit taxed at $18.64 rendered on or about December 23rd 1842. Also on a written guarantee of a mortgage and notes thereby secured, executed by one Andrew Hurim 2nd to said William W. Woods, and assigned by him to the use of said Wm Wilson & Co- which guarantee was made by said Woods on or about the 28th day of July 1843. Also for goods sold and delivered, money had and received &c.

Allison & Henry attys for Plfs

Served this writ May 25. 1850 by delivering to the within named William W. Woods a certified copy thereof.

Fees - service 35
copy 25
mileage 5 = 65

Philip Shider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon William M. Woods

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto William Wilson & James Wilson, Partners in trade under the name of William Wilson & Co

in a plea of Debt. Debt One thousand dollars —

damages One thousand dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 24th day of May A.D., 1837

James Kinkade Jr Clerk.

Union Com Pleas

William Wilson & Co

vs

William W Woods

Filed July 10. 1850
James Kinkade p clk

Cost Bill made
No Record

Allegheny County

The State of Ohio } ss. Union County } Court of Common Pleas: May Term A.D. 1850.

William Wilson and James Wilson, Partners in trade under the name of William Wilson & Co. complain of William W Woods in a plea of debt, for that whereas, the said Plaintiffs by the consideration of the Seventh Circuit Court of the United States within and for the District of Ohio, held within and for the District of Ohio aforesaid on the 23rd day of December A.D. 1842, at the December Term of said Court A.D. 1842 recovered judgment against the said William W Woods for the sum of $650.74 damages and $18.64 costs of suit, a copy whereof duly authenticated the said plaintiffs now here in Court produce, and which said judgment is in full force and not reversed, annulled or satisfied and the said Plaintiffs aver, that though often requested, the said William W Woods hath never paid the said judgment nor any part thereof;

And whereas also, the defendant, on the 1st day of May A.D. 1850, at the County of Union, aforesaid was indebted to the plaintiffs in the sum of One thousand 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 One thousand dollars for money then and there lent by the plaintiffs to the defendant, at his request:

And in One thousand dollars for money then and there paid by the plaintiffs for the use of the defendant, at his request:

And in One thousand dollars for money then and there received by the defendant for the use of the plaintiffs:

And in One thousand dollars, for money found to be due from the defendant to the plaintiffs on an account then and there stated between them; which said several last named moneys were to be respectively paid by the defendant to the plaintiffs on request, yet the defendant hath not paid any of the said last named moneys or any part thereof, - to the plaintiffs damage of One thousand dollars and therupon he brings his suit &c.

By Nelson & Berry his Attys

Moots
ats
Wilson & Co

C

Filed August 14. 1850
James Kirkpatrick Clk

Wood
ats
Wilson & Co

} And the said Wood now comes and deposits in Court here for the defendants the sum of one hundred dollars and the costs here and as to the residue of the debt in the declaration and damages for the detention thereof the defendant says that the ought not to be charged & because he says that he did here before trial on the first day July A.D. 1849 pay & satisfy unto plaintiffs the full amount of the said trial six hundred dollars, and this he is ready to verify wherefore he prays judgment &c

Swan & Andrews
for deft.

Wilson et al
vs
Norwoods

Filed Nov 21. 1850
J Kirkpatrick clk

Clerk U.S. Court's
Receipt
for Transcript

Circuit Court of the United States
For the Dist. of Ohio

William Wilson & Co
v
William W. Woods

Judgt. for Deft. at
Dec Term 1842

Received Columbus O. May 22. 1850. from Otway Curry Esq Two dollars and fifty cents in payment of my fees for a transcript of the record of the above stated case

$2.50

Wm Miner Clk
By C. Eagan

Civil/Domestic Case File

Case No. 1850-CV-0025

No. 50-CV-25

Union Common Pleas Court.

David Mitchell
Plaintiff,

AGAINST

S. K. Reed, et al,
Defendant.

MAY TERM, 1850

Dismissed

JUD'G VS PLAINT'F

Journal 4 Page 304

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas

David Mitchell

vs

S. K. Reed et al

Praecipe - In Assumpsit

Filed May 24. 1850
James Kirkpatrick Clk

Cost Bill made
No Receipt

Allison & Curry

David Mitchell
vs
S. K. Reed &
O. P. Odell

In Assumpsit. Damages $300.00

Issue a Summons returnable next term, indorse. "Suit brought on note of hand given by defendants to plaintiff for One hundred and twenty five dollars, dated March 13th 1846 and payable on or before the 1st day of April 1849 - Also for goods sold and delivered, money had & received &c.

To the Clerk of Union Com Pleas

May 24th 1850

Allison & Curry
Attys for Pltf.

Union Com Pleas

David Mitchell
vs
S. K. Reed and
O. P. Odell

"Suit brought on note of hand given by defendants to plaintiff for One hundred and twenty five dollars. dated March 13th 1846. and payable on or before the 1st day of April 1849. Also for goods sold and delivered. money had & received &c.

Allison & Henry. attys for Plff"

Filed May 25. 1850
James Kinkadu clerk

Served this writ May 24. 1850 by delivering to the within named S. K. Reed a certified copy thereof. O. P. Odell not found.

Fees = mileage 35
service 35
copy 20 = 90

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon L. K. Reed and O. P. Odell

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto David Mitchell

in a plea of Assumpsit

damages Three Hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 24th day of May A. D., 1850

James Kinkade jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0026

No. 50-CU-26

Union Common Pleas Court.

George M Rose et al
Plaintiff,

AGAINST

John W Blee,
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT
#820

Journal 4 Page 345

Record No. 6 Page 12

Ex. Doc. 1 Page 597

Law No 56

George Rasebyre
vs
John M Blew et al

Certified made
Record -

Recorded

We the Jury find for the plaintiff
Damages — $8.25

1.75
11/75
25/425

Rose
vs
Blind Jno

Plus for Ex -

Filed Decr. 17. 1850
J Kirkpatrick Clerk

George W. Rosely
his next friend J. B. W.
Harris
vs.
John M. Blue et al

In Union
Common pleas
on Judgment

Issue an Execution
against Plaintiff to the Sheriff
of Hancock County for costs
in the above case.
Dec. 17th 1850.

J. B. W. Harris.

To James Rankode
Clerk of C. C. pleas

591

George W. Cox by A.C.
(cs)
John M. Blue 3 vs

Damage $8.25
Costs 1.10
This writ 1.41

To Jan 1. 1857

Filed January 28. 1857
James Kilpatrick Clerk
No certificate

Received this writ December 17th 1850
No Goods or Chattles found whereon to Levy Levied ~~upon~~ January 21st 1851 upon the following Lands and Tenament to wit situate in the county of Union and State of Ohio and in the Township of Jackson and bounded and described as follows all that piece or parcel of Land lying in the County of Union and State of Ohio being part of Survey No 9922 and Bounded and described as follows beginning at a stake and stone in the center of the Kenton State road and North east corner of land owned by Michael Blue thence ten rods to a stake in the south line of the Blackwell land thence easterly and with Beackwell South line ~~thence~~ thirteen ~~acre~~ half rods to a stake thence southerly fourteen rods to a stake in the center of the aforesaid Kenton State road thence along the center of said road to the place of beginning Containing one acre

Had the above Lands and Tenements appraised on the 21st day of January A D 1851 By Jesse Bowen and Hiram Andrews at one hundred and fifty dollars I had given a copy to the printer to advertise who had set up the type but as the Defendant came and settled up the case it was not published. Recd Jesse Bowen and Hiram Andrews Receipts for their fees as appraisers $1.00. and $0.50 the ballance in full.

Fees Coins 35 January 28. 1857.
Levy 35
Milage 1 00
Boundage 30
Inquest 100 Sheriff $3.00 Retained my fee
Appraisers Fee 150
Printers Fee 75 $2.25

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. 1850 George W. Rose by his next Friend J. B. W. Haynes recovered against John M. Blue 3rd ~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Eight dollars and twenty five cents, for his damages; ~~as also the sum of $~~ ~~for~~ ~~cost and charges in that behalf expended~~, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John M Blue 3rd and also the sum of $7.10 for Costs taxed against the said John M Blue 3d in said Case you cause to be made the ~~debt~~, damages, ~~and costs~~ aforesaid, with interest thereon from the 15th day of August A. D. 1850 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 George W. Rose & 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 17th day of December A. D., 1850

James Kinkade jr Clerk.

Received this Writ January 25th AD 1851
and thereupon I went to the premices and
Made Search for property
No good or chattles lands or tenements
whereon to levy to make said Money or any
part there of. March 25th AD 1851

Thomas Buckley
Sheriff Hancock County

Sheriff fee Mileage 60

596

George W. Rose
vs
John M Blue 3d

Plaintiffs Costs $17.90
Int. to this date .37

Filed April 10. 1851
Ja Kinkade p clerk

To Spr. T. 1851

Recorded

Post by clerk 10

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Hancock GREETING:

WHEREAS, in a certain action in Replevin lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein George W. Rose by his next Friend J. B. W. Haynes was plaintiff, and John M. Blue 3rd was defendant; the costs (original and increase) of the said George W. Rose are taxed at Seventeen dollars Ninety cents, and interest up to this date ~~dollars~~ 37 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 George W. Rose in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 23rd day of December A.D., 1850.

James Kirkade Jr

CLERK.

596

George W. Rosebyse

vs

John M. Blue 3rd

Plaintiffs Costs $17.08
Cost to this date .35
writs .41

Filed Jany 23. 1851
Jas Kincaid clerk

Recorded

Received this Writ December 17th 1850
No Boots or Shuttles Sundry Articles found whereon to
Levy January 23rd 1851

Fees Mileage 1.00
Levis 35

William C. Malin Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Replevin — lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein George W. Rose by his next friend L.B.W. Haynes was plaintiff, and John M Blue 3rd was defendant; the costs (~~original and increase~~) of the said George W. Rose by &c. are taxed at Seventeen ——— dollars Eight cents, and interest up to this date ——— ~~dollars~~ 35 —— 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 George W. Rose in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSIL~~ James Kirkade jr, Clerk of said Court at the Court House in Marysville, this 17th day of December A.D., 1850.

James Kirkade jr CLERK.

Union Com Pleas

George Rose by &c
v
John M Blue Sr.

Writ for wits

Filed Aug 12. 1850
R. Pettibone for Clk

Served this writ personally upon the within named Jaber Randall August 12. 1850

Fees = mileage 5
Service 12½

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jaber Randall

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 15th day of ~~next term~~ August 1850, at 9 o'clock, A. M., to testify and the truth to speak on behalf of John M Blue 3d in a certain controversy in said Court depending, wherein George Rose by his next friend Jab B Wayne is Plaintiff, and John M Blue 3d 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 12d day of Aug A. D., 1850 James Kinkade jr Clerk.

Geo. W. Rose & his
next friend B. W. Jeans
vs
John A. Blue & Co

Precipe for
Witnesses

Filed Aug 12. 1850
J. Kirkpatrick Clk

J. G. Speight
for Defendant

George W Rose &c.
his next friend & B. W
Harris
for
John M Blennd

To Repleevin
in Univ C. Pleas.

Issue a subpoena for John
Randle witness for Defendant
in the above case forthwith.
J C Dargitt atty
for Defendant

To James Funkade
Clerk of Univ Common
Pleas. Augusta - 1810

Case
vs
Blue
Subpoena's

Filed Aug 13th 1850
James Hunter
Clerk.

Served this writ personally upon the within named Jacob Reed and James Stout. August 12. 1850 Henry Bennet
not found. Fees = mileage 1.00
service 25

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Henry Bennett. Jacob Reed and James Stout

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 15th day of ~~next term~~ Aug 1850, at 9 o'clock, A. M., to testify and the truth to speak on behalf of John M. Blue 3d in a certain controversy in said Court depending, wherein George Rose by his next friend Jas B. M. Haynes is Plaintiff, and John M Blue 3d 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 12th day of Aug A. D., 1850 Jas Kinkade Jr Clerk.

Filed Aug 6. 1850
D Kirkpatrick for Clk

George W Rose &c
vs
John M Blue 3rd

Issue Subpoena for Asaal S Merchom, Bascom Chapman, and Sanford H Flood witnesses for plaintiff

To Jas Kirkade Jr Clerk of Union Com Plea

Allison & Cuson
Attys for Plty.

[illegible]
vs.
George W Ramsey
& his wife Fred James
B W Harris

Plea Replevin
plea

Filed July 11, 1850
Jas Kinkade Jr Clerk

Recorded

J G Dougherty
for Defendant

John M Bell 3d
ads —
George W Rose by his
next friend. James B & W
Hayes

In Linn common
pleas — in Replevin.

And the said John M Bell ads —
Comes ~~&c~~ and defends &c, and says
that he does not wrongfully detain
the goods and chattels in the Declaration
mentioned or any part thereof in manner
and form as therein alleged and of this he puts
himself upon the Country. &c, And the said George W
Rose by his next friend James B & W Hayes doth the
like,

J C Dwight atty for
Defendant

Union Com Pleas

George W Rose by his next friend James N W Haynes

vs

John M Blue 3rd

Replevin — Nott

Filed July 9. 1850
Jas Kirkpatrick for Clerk

Cert Bill made Record

Recorded

Allison & Avery

The State of Ohio } ss. Court of Common Pleas:
Union County } May Term A.D. 1850.

George W Rose by his next friend James. B. W. Haynes, who is allowed by the Court to prosecute this suit in behalf of the said George W Rose who is an infant under the age of twenty one years, to wit, of the age of eighteen years, complains of John M Blue 3rd in a plea of Replevin for that the said John M Blue 3rd on the twenty fifth day of May A.D. 1850, at the County of Union aforesaid, was possessed of certain goods and chattels of the said George W Rose, to wit, one Grey horse, one white mare, one two horse wagon, and two sets of Harness, to be delivered to the said George W Rose when he the said John M Blue 3rd should be thereto afterwards requested: Yet the said John M Blue 3rd though requested so to do, has not delivered the said goods and chattels, nor any part thereof to the said George W Rose, and so the said John M Blue 3rd wrongfully detains the same from the said George W Rose, To his damage two hundred dollars, and thereupon he sues &c.

By Allison & Curry
His Attorneys.

John C Blair 3d
ads.
George W Rose by
his next friend James B W
Hayes

In Replevin
Demurrer to
defendants
withdrawn

Filed July 11. 1850
J A Kirkpatrick Jr Clerk

~~Taken~~ from files
not to be read

J G Dougherty
for Defendants

John M Blue 3d
ads
George W Rose by his next friend James B W Thayers

In Union Common pleas
in Replevin

And the said John M Blue 3d comes and says that the said George W Rose ought not to have his aforesaid Action against him And for cause of Demurrer the said John M Blue 3d shows to the court here the following to wit, 1st that the affidavit is not in accordance with the statutes in such cases made and provided 2d that it does not show that the said goods and chattels were not taken in execution on any judgement against the said George W Rose nor for the payment of any tax fine or amercement assessed against him nor by virtue of any writ of Replevin or other mesne or final process whatever. And also that the said affidavit is in other respects uncertain informal and insufficient

J C Dayton att for
Defendant

Union Com. Pleas

George W. Rose vs

John M Blue 3d

Filed August 15. 1850.
James Kinkade jr clerk

Served the within by reading to each of the within witnesses on Oscar D. Kershaw & Roscoe Chapman in the 8th and on D. H. Heath on the 12th inst

August 15 1850

G. W. Rose

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Asael S. Mershon, Bascom Chapman and Sanford H. Flood

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 4th day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of George W. Rose &c. in a certain controversy in said Court depending, wherein George W. Rose by his next friend James B. W. Haynes is Plaintiff, and John M. Blue 3d 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 6th day of August A. D., 1850

James Kinkade jr Clerk.

George W. Kneeg
his next friend & W.K.
Plaintiff
vs
John H. Klein
Defendant

Filed Aug 12. 1850
J. Kirkpatrick Clk

[illegible]
[illegible]

George W Rose by his next friend J. B. W Bassett

vs

John M Blue 3d

In Replevin in Union common pleas.

Issue a subpoena to Henry Bennett. Jacob Reed. witnesses James Stout witnesses for Defendant

Returnable forthwith.

J C Daugherty for Defendant

To James Rumpach Clerk of Union common pleas. August 12 - 1810.

Wm Corn Pleas

George Rose by his next friend Lewis B. W. Haynes

vs

Thos. W. Blair

Writ of Replevin

Filed May 30. 1850

Lewis Kirkpatrick C.M.R.

Recorded

May 29th 1850. By virtue of this writ. I have this day replevied the within named goods and chattles, and have delivered the same over to the Plaintiff George W. Rose., he having given Bond and security, according to law, with J. B. W. Haynes. Reuben P. Mann and S. H. Flood as securities. I have also caused the said goods and chattles to be appraised according to law. See Bond and appraisment hereto attached. I have also summoned the defendant to appear at the return of this writ, in pursuance of the command thereof.

Fees = Mileag 1.00
Service .35
Copy 20
taking Bond 50
calling inquest 1.00 = $ 3.05

Philip Snider Sheriff
By William Wells Deputy

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

We command you, that without delay you cause to be replevied unto George W. Rose who sues by his next friend James B. W. Haynes, the goods and chattels following to wit. One Gray Horse. One white mare. one two Horse waggon and two sets of Harness. which John M Blue 3d wrongfully detains from the said George W. Rose, as is said; And also that you summon the said John M. Blue 3d to appear ~~[illegible]~~ Forthwith before our Court of Common Pleas within and for the said County of Union to answer unto the said George W Rose by his next friend James B. W. Haynes for the unlawful detention of the goods and chattels aforesaid. Damages two hundred dollars. And have you then there this writ

Witness James Kirkpatrick p Clerk of said Court at Marysville this 29th day of May A D 1850

James Kirkpatrick p Clk

Know all men by these presents that we George W. Rose, J. B. W. Haines Reuben P. Mann and S. H. Flood are held and firmly bound Unto John M. Blue 3rd in the penal sum of one hundred and Seventy Seven dollars to the payment of which well and truely to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and Administrators. Sealed with our seals this 29th day of May A.D. 1850.

The condition of the above obligation is such, that whereas the said George W. Rose who sues by his next friend J. B. W. Haynes sued out of the Court of Common Pleas of the said County of Union a writ of replevin against the said John M. Blue 3rd for the following goods and Chattles, to wit; One Gray Horse. One White Mare. One two horse wagon and two setts of Harness. and which said writ is returnable forthwith; Now, if the said George W. Rose and James B. W. Haynes shall appear forthwith and prosecute their suit to effect; and pay all costs and damages which shall be awarded against them then this obligation shall be void, otherwise in full force

G. W. Rose (seal)
J. B. W. Haynes. (seal)
Reuben P. Mann (seal)
S. H. Flood. (seal)

We the undersigned, two disinterested freeholders of the County of Union having been first duly sworn by William Wells Deputy Sheriff of said County to assess the value of the goods and Chattles hereinafter set forth, being the same seized by virtue of a writ of replevin from the Court of Common Pleas of said County at the suit of George W. Rose by his next friend James B. W. Haynes against John M. Blue 3rd do assess the value thereof as follows. viz:

One gray Horse valued at	$25 00
One White Mare valued at	$20.00
One two horse Wagon valued at	$38 00
two Setts of Harness valued d	$ 5 50

Witness our hands ~~this~~ 29th day of May A.D. 1850

Albert R. White (Seal)

Harvey Moore (Seal)

State of Ohio
Union County. SS.

I do hereby certify that Albert R. White and Harvey Moore being two disinterested persons and freeholders of the County of Union were duly summoned and sworn by me to make appraisment of the goods and chattles in the above appraisment set forth.
May 29th 1850.

Philip Snider Sheriff
By William Wells Deputy

Union Com Plas

Geo W Rees
by his next friend
vs
John M Blue et al

Trespass for writ
of Replevin

Filed May 27. 1850
James Kirkpatrick Clk

Stillings & Gotch
Atty for Defts

George W. Rose
by his next
friend James B
W. Haines
vs
John M. Blue 3d

In Replevin

Damages $200.

Blue is ordered to return the property forthwith.

Replevin for the following goods and chattels to wit, one gray horse one white mare one two horse waggon and two sets of harness

Hickings & Gotch
atty for
Pltff

In the Clk's of
the Court of
Com Pleas of
Union Co. O.

The State of Ohio Union Com Ss.

Personally appeared ~~before me~~ in open Court the above named George W. Rose who ~~on~~ being duly sworn makes oath and says that he has good right to the possession of the property described in the above precipe and that the same is wrongfully and unlawfully detained and withheld from him by the said John M. Blue 3d and further this deponent saith not. G. W. Rose

Sworn to and subscribed in open Court this 24th day of May 1859.

James Kirkadoff Clerk

Civil/Domestic Case File

Case No. 1850-CV-0027

No. 50-CV-27

Union Common Pleas Court.

Joseph Johnson et al
Plaintiff,

AGAINST

Elizabeth Chatham
Defendant.

MAY TERM. 1850

Ejectment,

DECREE FOR PLAINTF

Journal 4 Page 294

Record No. 5 Page 554

Ex. Doc. Page

Union Common Pleas

Doe Ex Dem,
Joseph & Ira C. Johnson

vs

Richd Roe

Filed May 27. 1850
James Kinkade pl. Clk

Costs Bill made

Record

Recorded

J. A. & J. Bonnin
Attys.

Court of Common Pleas of Union County
Of the Term of May AD 1830,
The State of Ohio Union County SS;

John Doe complains of Richard Roe for that Joseph Johnson and Ira C Johnson on the tenth day of May AD 1830 at Union County aforesaid had demised to the said John the following lands and tenements to wit;
"Beginning at a Stake N E, Corner of Samuel Reed's heirs on Coe's line, Thence S 43, E 129 poles to two Burr oaks and two elms, Thence S 36, W 60½ poles to a Stake, ~~Thence W 86½ E 9½ poles to two Burr oaks~~ Thence N 85, W 124 poles to three Burr oaks, Thence N 28½ E 97 poles to two Burr oaks Thence N 52½ E 77 poles to the beginning containing 109½ acres be the same more or less Survey No. 7822 Virginia Military lands patented to Anthony Walke,"
Also one hundred Messuages, One hundred cabins, One hundred barns, One hundred stables, One hundred out houses, One hundred Gardens, Five hundred acres of Arable land, Five hundred acres of Meadow land, Five hundred acres of pasture land Five hundred acres of Wood land, Five hundred acres of land covered with Water, And five hundred acres of Other land, with the appurtenances Situate in said County of Union
To have and to hold the same to the said John from the said tenth day of May AD 1830, for and during the term of ninety years thence next ensuing,
By virtue of which demise the said John

entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid.

And the said John being so thereof possessed the said Richard afterwards to wit, on the fourteenth day of May AD 1850, at Union County aforesaid with force and arms entered into the said ~~premises~~ tenements with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did, to his damage ten dollars, and therefore he sues, &c.

By J. A. V. Clossin his Atty.

Mrs. Elizabeth Cochran;

Madam;

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 (the present May) of the Court of Common Pleas within and for the said County of Union and State of Ohio and make yourself defendant in my stead, otherwise judgment will then be rendered against me by default, and you will be turned out of possession.

May 17th 1850,

Richard Roe

John Doe Ex Dem
Joseph Johnson and
Jos. H. Johnson
vs
Richard Roe

John L. Davis of Union County makes oath and says that he, on the seventeenth day of May AD 1850, did personally serve Elizabeth Cochran tenant in possession of the premises in the annexed declaration mentioned, or of part thereof with a true copy of the annexed declaration and notice and at the same time acquainted the said Elizabeth Cochran with the intent and meaning of the said declaration and notice,

John L. Davis

Sworn to and subscribed before me this 27th day of May A.D. 1850

Daniel Burnham J.P.

Civil/Domestic Case File

Case No. 1850-CV-0028

No. 50-CW-28

Union Common Pleas Court.

Wm Taylor

Plaintiff,

AGAINST

Samuel Ballenger

Defendant.

NOV TERM. 1850

Nonsuited

Journal 4 Page 355

Record No. Page

No Record.

Ex. Doc. Page

Law No 39

William Taylor

vs

Samuel Baldinger

Cost Bill made

No Record

State of Ohio Union County Liberty Township SS

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

M S Wadhams J P
of the aforesaid Township

William Taylor
vs.
Samuel Ralinger
Transcript Docket

Filed May 28, 1878
Samuel Wadhams clerk

Costs Paid
No Record

Bill of Particulars filed for Work & Labor

Wm Taylor vs Saml Balinger debt $9.25

Justices on Sum 12½
Sats 10
Subpoena 12½
Adjournment 10
Judgt. 25
Bail 25
Const on Sum 15
on Subpoena 15

Witness fees
Joshua Grimes 1.00
Saml Echelbarger 50
Wm Jaques 50
Isaac Balinger 50

Thereupon I issued a Summons Nov 12th 1849 for appearance on the 17th inst. at 1 O C P.M
Summons Returned indorsed Served this Writ by Reading Fees Travel 5 Serv 10 (15)
E Hammond Dep Const.

Subpoena issued by order of Plantiff for Joshua Grimes Subpoena Ret indorsed Served this Writ by reading Nov 16th Fees Travel 5 Serv. 10 (15)
E Hammond Dep Const.

Nov. 17th 1849 1 O C P.M Parties present and plantiff asked an adjournment for fifteen & trial was adjourned until Dec. 1st 1849 at 1 O C P.M

Dec. 1st 1849 1 O C P.M Parties present & ready for trial Joshua Grimes & Wm Jaques in behalf of Plantiff & Saml Echelbarger & Isaac Balinger in behalf of Deft. Was sworn & Examined as Witnesses
After hearing the proofs & allegations of the above Witnesses it is desided by the Court that the plantiff recover the sum of Nine dollars & twenty five Cents Therefore Judgt. is rendered against deft. for Nine dollars & twenty five Cents debt & the Costs Taxed at $3.50 Notice of an appeal taken

In the action of Wm Taylor against Saml Balinger we Loyal Hartshorn & Theadore Echelbarger acknowledge ourselves bad for the appellant in the sum of fifty dollars to be levied of our goods Chattels Lands & Tenements in case the appellant shal be Condemned in the action & shal fail to pay the Condemnation money and Costs that have accrued or may accrue in the Court of Common pleas Signed Loyal Hartshorn
Theadore Echelbarger

Taken Signed & acknowledged before me this 05th day of Dec 1849 Fees this Trans 31 M H Wadhams J P

M. H. Wadhams Esqr

Dear Sir, I herby agree to stand as security for costs that may accrue on the within bill of Particulars until the rendition of Judgement so far at least as Wm Taylor is concerned

East Liberty Nov 1849 Anson Larrow

Summons to be made returnable 17 Nov

Subpoena Josh Grimes

Filed May 28, 1850
James R. Radcliff Clk

Samuel Ballenger to the Undersigned
Dr. To Labor performed in Blacksmithing
at the rate of Ten dollars pr. Month
(exclusive of Board). Commencing
September the 4th 1849 and ending
October th 15/49 Being one month, and
Ten days. which at the rate of Ten
dollars pr month as above specified.
makes the amount actually and
justly due me exclusive of credits Thirteen dollars and
Eighty four cents $13.84

Sept 28/49 Cr. By cash in part $1.95
" " pr Joshua Grimes By Cash
at sundry times in all 2.30 4.25

Bal due me exclusive of all credits $9.59

East Liberty Nov 1849

William Taylor

Civil/Domestic Case File

Case No. 1850-CV-0029

Civil/Domestic Case

1850-CV-0029

located with

Supreme Court Case

1850-SC-0008

Civil/Domestic Case File

Case No. 1850-CV-0030

Civil/Domestic Case

1850-CV-0030

located with

Supreme Court Case

1850-SC-0009

Civil/Domestic Case File

Case No. 1850-CV-0031

No. 50-CV-31

Union Common Pleas Court.

Castin & Reeves
Plaintiff,

AGAINST

Richey & Sellman
Defendant.

NOV TERM. 1850

JUD'G VS PLAINT'F

Journal 4 Page 375

Record No. No Record. Page

Ex. Doc. Page

Cortlin & Burns
vs
Richey & Selman

praecipe

Filed May 30, 1850
James Kirkpatrick CR

By Cole & Coats

Samuel W. Y. Costin
& William Reems
under the name of
firm of
Costin & Reems

vs

Adam Richey & Beal Selman
under the firm of Richey & Selman

In assumpsit Damages
One hundred & fifty Dollars

— Issue a Summons returnable forthwith — purpose "Suit brought on a contract for framing and building a Steam Mill" — also for work and labor done & performed also for goods sold & delivered — and upon an account stated — Damages claimed $150.00

Cole & Coats
Atty for Pltff

To the Clerk of Union
Common Pleas
May 29 1850

Union Com Pleas

Costin & Reems
vs
Richey & Selman

"Suit brought on a contract for framing and building a steam mill" also for work and labor done & performed. also for goods sold and delivered. and upon an account stated damages claimed $150.00
Cole & Coats atty for Pltiff."

Filed May 31. 1850
J. Kirkpatrick Clk

Served this writ May 31st 1850 by delivering to the within named Beal Selman and Adam Richey each a certified copy thereof.
Fees = mileage 5
service 55
copies 40 = $1.00
Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Adam Richey and Beal Selman under the firm of Richey & Selman

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto Samuel W. V. Costin & William Reems under the name and firm of Costin & Reems

in a plea of assumpsit

damages One hundred & fifty dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 30th day of May A.D., 1850

James Kinkade Jr Clerk.

Union Com. Pleas

Costin & Reems
18 ~~5~~ Nov.
Richey & Selman

Filed July 5th 1850
James Kinkade p clk

Cost Bill made
No Recovery

Copied
By Cole & Coats

State of Ohio
Union County ss Court of Common Pleas
~~April~~ May Term AD 1850

Samuel W. V. Castin and William Reems partners under the name of Castin & Reems Complain of Adam Rechey and Beal Lehman partners under the name of Rechey & Lehman in a plea of trespass for that whereas heretofore to wit on the 26th day of February AD 1850: at the County of Union aforesaid in consideration that the plaintiffs at the special instance and request of the defendants had then and there agreed with and promised the defendants to perform and complete certain carpenters work to wit in and about framing raising and covering a certain building to be used as a steam saw mill of the defendants at certain prices and upon certain terms then and there agreed upon between the plaintiffs and defendants that is to say in substance as follows

The plaintiffs at the request of defendants as aforesaid undertook and agreed to frame raise and cover the said building (to be used as a steam mill as aforesaid) and to have the work completed on or about the first day of June AD 1850 at and for a certain price to wit the sum of One hundred and Eighteen Dollars - the materials for building the same to be furnished by defendants - and the defendants were also to board the plaintiffs and their workmen while performing the said work. They the defendants undertook and then and there promised to permit and suffer them to perform and complete the said work on the terms aforesaid - and the plaintiffs in fact say that although they complying in the said promise of the defendants did afterwards to wit on the 10th day of April AD 1850 at the County aforesaid commence and in part perform the said work upon the terms aforesaid - and have always been ready and willing and still are ready and willing to perform and complete the whole of the said work upon the said terms whereof the said defendants have always had notice. Yet the defendants not regarding their said promise did not nor would suffer or permit the plaintiffs further to proceed with or complete the said work

but on the contrary thereof wholly refused so to do
and afterwards to wit on the 4th day of May A.D. 1850
at the County aforesaid; absolutely discharged and hindered
and prevented the plaintiffs from performing and completing
the residue of the work by means whereof the said plain-
tiffs have lost and been deprived of divers great gains
and profits which would otherwise have arisen and
accrued to them from the completion of the same
work and the price and value of the work by them so done and
of the work to be ~~done~~ by them completed are unpaid
and unsatisfied to wit at County aforesaid to the damage of the
plaintiffs one hundred & fifty dollars. And whereas also the defendants on the
20th day of May A.D. 1850 at the County aforesaid were
indebted to the plaintiffs in the further sum of one hundred
and fifty dollars for work and labor then and there
done by the plaintiffs for defendants at their request
and in one hundred and fifty dollars for the price
and value of goods ~~sold~~ & then & there sold and delivered
by plaintiffs to defendants at their request
and in the sum of one hundred & fifty
dollars for money paid to be due from
the defendants to plaintiffs on an ac-
count then & there stated between them,
and the defendants afterwards on the day and year
last aforesaid at the County aforesaid in consider-
ation of the premises respectively promised the plaintiffs
to pay them the several moneys herein above mention-
ed on request yet the defendants have ~~not~~
disregarded their said last mentioned promises, and have
not paid any of the said last mentioned moneys, to the damage
of the plaintiffs one hundred & fifty dollars
and therefore they bring suit &c

By Cole & Coats
Their Attys.

Union Com. Pleas

Martin V. Reeves
vs
Wm. Ashley & Hillman
Subpoena

Filed August 12th
A.D. 1850
James Kinkaid
Clerk

Served this writ personally upon the within named Wm. L. Gibson August 12. 1850

Fees = mileage 5
service 12½

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William S. Gibson

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 4th day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Richey & Sellman in a certain controversy in said Court depending, wherein Castin & Reems are Plaintiffs, and Richey & Sellman are Defendants: 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 10th day of Aug A. D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

Castin & Reems

vs

Richey & Sellman

Sub for Defts Wits

Served by reading
to the witnesses -
August 12. 1850.
Adam Richey -

Filed Aug 14 1850
John Keen Jr Clk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William L. Gibson, Levin Felkner, William B. Skinner, A. R. Bowen and William Freshwater

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 4th day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Richey & Sellman in a certain controversy in said Court depending, wherein Castin & Reems are Plaintiffs, and Richey & Sellman are Defendants; 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 8th day of August A. D., 1850

James Kinkade jr Clerk.

Adam Kretzer & Bel
Selman
vs
Cartine P. Reese

Pltf. sues for a
fair trial against
Defendants

Filed Aug 8. 1850
J. Atkinkade Jr clerk

J. C. Dougherty
J. A. Bowie
Attys for Deft.

Adam Richard
Beal Selman
vs
Castine and Reems

In Union common
pleas.

Issue a Subpoena for
William L Wilson Lewis
Helkner. William B Skinner
A R Brown. and William
Freshwater witnesses for Defendants

J C Dougherty and
J A Converse
Atts for Defendants

To James Rinkade
Clerk of Union
C. pleas
August 7 — 1850.

Costin & Rees
vs
Richey & Sellman

Filed Aug 10, 1850
Jas Kincaid p o M R

Adam Ruckyard
Reed Telman
vs.
Bostine and Reams

In the
Common Pleas.

Issue a Subpoena
for William L. Robson witness on
Defendants in the above Case returnable
on 4th

J. C. Dempsey
J. A. Corwin

Jas. James Buckadee
Clerk of the Common
Pleas —
August 10 1850.

Precipe
for Witnesses
for - A Richy - ad
Brac Seeman

Filed Nov 5. 1850
J Kirkwood for CR

1

Adam Rechey
and Beal Selman
ads
Costine and Reems

In Union Common pleas.

Issue a subpoena for J L Feltner William L Tribble William Skinner. ~~and~~ Hamilton and A R Bowen witnesses for Defendants returnable on the day of the next term November 5-1850

J C Daugh~~ty~~ atty for Defendants

To James Minkade Clerk of Union common pleas.

Austin & Reems
vs
Pickey & Sellman

Agreement

Filed Nov. 20. 1850
James Ruckland for Clk

Foster and Reeves
vs.
A Richey & Beal-
Selman.

In Union Common
pleas.

This Case settled - and each
party to pay the Cost that
the said parties have made.
And each party pay one half the Court
Costs.

S W Foster & Reeves
A Richey & Sellman

Adam Richey and
Beal Selman
ads-
Samuel W Bostine
and William Reems

Plea.

Filed July 30. 1850
James Kinkado jr clerk

J C Dougherty Atty
for Defendants

Adam Richy and Beal Selman vs Samuel W Costine and William Reems } In Union Common Pleas.

Comes the Said Adam Richey and Beal Selman come and defend &c, and say that they did not assume and promise in manner and form as the said Samuel W Costine and William Reems have declared against them and of this they themselves upon the country and the said Samuel W Costine and William Reems doth the like &c.

J C Doughty and John A Corrome their Attys

The Plaintiffs will also take notice that the Defendants on the trial of this Cause, will give in evidence and insist, that Plaintiffs did not execute their work according to the Contract, in a good sufficient and mechanical manner whereby a large amount of damages accrued to the Defendants to wit, the Amount of One hundred Dollars and that the said Plaintiffs failed to complete the work within the time specified and according to contract and that said Plaintiffs, failed so to do did thereby cause the said Defendants to expend other large sums of Money to wit the sum of One hundred Dollars to the Damage of the said Defendants

Union Com. Pleas

Austin V Reems
vs
Richey V Sellman
Suit for wits

Filed Nov. 18. 1850
Jas Kirkpatrick Jr Clk

Received this Writ November 18th 1850
once served by leaving a copy at Hartford
Ths Michigan once, Claims Fees
Geo Milligan 15
Costs 3 75

Dec 8th 1850
W C Mulkin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jesse Stanfield, Wm Milligan and James Gregg

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 20th day of ~~next term~~ Nov. 1850, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Austin & Reems in a certain controversy in said Court depending, wherein Austin & Reems are Plaintiff, and Richey & Sellman are 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 18th day of Nov. A. D., 1850 James Kinkade Jr Clerk.

Filed Nov 13. 1850
J. A. Kirkpatrick Clk

Curtis & Reeves
vs
Selman & Rodney

Issue a Subpoena for Jesse Stanfield Wm Milligan James Greggs ~~witness~~ witnesses for Pltff

Cole & Cook Attys for Pltff.

L. J. Rudgeley
Clerk

Nov. 18. 1850

Civil/Domestic Case File

Case No. 1850-CV-0032

No. 50-CV-32

Union Common Pleas Court.

J W King & Co
Plaintiff,

AGAINST

James S Alexander
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT

$1591.80

Journal 4 Page 328

Record No. 5 Page 611

Ex. Doc. 1 Page 5-29

Law No 58

Jno King & Co

vs

Samuel Alexander

Cost Bill made Record

Recorded in Complies

Union Com Pleas

P. W. King & Co

vs

J. S. Alexander

Bar – In Assumpsit

Filed May 30. 1850
James Kinkead Clk

Allison & Curry

P. W. King & Co. Partners
under the name and firm
of P. W. King & Co
vs
A. S. Alexander

In Assumpsit.
Damages $2000.

Issue a Summons
returnable forthwith. Indorse
"Suit brought on a note of hand, made by
defendant to plaintiff, for Fourteen hundred
dollars, payable ~~on~~ three months after the
date thereof, and dated January 31 – 1848. &c.
Also for goods sold and delivered, money had
and received &c. Damages claimed as due
$2000.00

Allison & Curry
Attys for Plff

To the Clerk of Union
County Com Pleas
May 30th 1850

Union Com Pleas

D. M. King Ptff
vs
J. L. Alexander

Filed May 31. 1850
James Kincaid p. CR

"Suit brought on a note of hand made by defendant to plaintiff, for Fourteen hundred dollars, payable three months after the date thereof, and dated January 31. 1848, &c, Also for goods sold and delivered, money had and received &c. Damages claimed as due $ 2000.00
Allison Henry attys for Ptff."

Served this writ May 31st 1850 by delivering to the within named James L. Alexander a certified copy thereof.
Fees = mileage 5
Copy 20
Service 35 = 60
Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon J. L. Alexander

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto D. W. King & Co partners under the name and firm of D. W. King & Co

in a plea of Assumpsit —

damages Two thousand dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 30th day of May A. D., 1850

James Kinkade jr Clerk.

Union Com Pleas

P. W. King & Co

vs

P. S. Alexander

In Assumpsit - Narr

Filed June 19. 1850
James Kirkpatrick clerk

Cost Bill made
Record
Recorded

Allison & Conroy

The State of Ohio } Court of Common Pleas.
Union County, ss. } May Term A.D. 1850

P. W. King & Co. partners under the name and firm of P. W. King & Co. complain of P. S. Alexander in a plea of Assumpsit, for that whereas the said defendant on the 31st day of January A.D. 1848. at Cincinnati, to wit, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said P. W. King & Co. and thereby promised to pay to the order of the said P. W. King & Co. at their Counting Room, to wit, in the City of Cincinnati, to wit, at the County of Union aforesaid, the sum of Fourteen hundred dollars, in three months after the date thereof, 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 according to the tenor and effect thereof. And also for, that whereas the said P. S. Alexander, on the first day of May A.D. 1850. at Cincinnati to wit, at the County of Union aforesaid was indebted to the said P. W. King & Co. in Two thousand 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 Two thousand dollars for money paid then and there by the plaintiffs for the use of the defendant, at his request:

And in Two thousand dollars for money then and there received by the defendant for the use of the plaintiffs:

And in Two thousand 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 Cincinnati, to wit, at the County of Union aforesaid, in consideration of the premises, then and there promised to pay the said last mentioned 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 Two thousand dollars, and thereupon they bring suit &c.

By Allison & Curry His Attys.

529

D M King & Co
vs
James S. Alexander

Damages $1491.80
Costs 3.44
Interest .41

Filed August 12, 1851
Pa Hitchcock Clerk

Recorded

Allison Henry Atty for Pltff

Received this writ July 7th 1851
No Goods or Chattles found whereon to Levy
Levied in Conjunction with an other writ of Execution in favor of Raper & Brother and against James S Alexander. upon the following Lands and tenements to wit being and lying in the County of Union and State of ohio, to wit, Part of Military Survey No 3351 beginning at a Stake, 160 poles E of the center of Marysville at the Junction of the Collumbus & Delaware Road Running E 138 Poles to an oak and two ashes thence N 65 Poles to a Stake in the Delaware Road thence S 64 W 182 Poles to the beginning Containing 28 acres more or Less; also one other Piece or parcel of Land part of Survey No 3351 beginning at a Stake where the Worlds road Leaves the Road Leading from Marysville to Delaware thence N 50 E 75-3 poles to a Stake thence N 64 E 214¾ 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 30 W 94 Poles to the Beginning Containing 46 acres 25 poles More or Less~~ 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 Plaintiffs Attorneys
August 12 1851

Fees Milage	5
Levis	35
Levy	35
	75

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 12th day of August A. D. 1850 D.W. King & Co —

recovered against James S. Alexander —

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

~~cents for~~ ~~debt, as~~ the sum of Fourteen hundred & Ninety One

dollars and eighty — cents, for their damages; as also the sum of $ 3,44

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 13th day of August A. D. 1850 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 D W King & Co

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.

Kuns & Co
vs.
J. S. Alexander

Filed July 7. 1857
D Krikadefelch

P. W. King & Co
vs
James S Alexander
To Clerk of Com Pleas

Issue an Execution in above case to Sheriff of Union County

July 7th 1857

Allison & Curry
Attys for Pltff

Civil/Domestic Case File

Case No. 1850-CV-0033

No. 50-CU-33

Union Common Pleas Court.

Wm Summers
Plaintiff,

AGAINST

James R Smith
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT
$236 44

Journal 4 Page 329

Record No. 3 Page 612

Ex. Doc. Page

Union Com Pleas

William Summers
vs
James R Smith

Trover & Assumpsit

Filed May 31. 1850
James Kirkpatrick p clk

Allison & Curry

William Summers } In Assumpsit.
vs } Damages $300.00
James R Smith }

Issue a Summons returnable forthwith. Indorse "Suit brought on a note of hand, made by defendant to plaintiff or order, for one hundred and sixty seven dollars and forty two cents, dated Sept 28th 1843, & due at date &c. Also for goods sold and delivered, money had & received &c. Damages claimed as due $300.00

To James Kirkade Jr
Clerk of Com Pleas of
Union County
May 31st 1850

Allison & Burr
Attys for Plff.

Union Com Pleas

William Summers
vs
James R. Smith

"Suit brought on a note of hand, made by defendant to plaintiff or order, for one hundred and sixty seven dollars and forty two cents dated Sept 28th 1843 & due at date &c. Also for goods sold and delivered, money had & received &c. damages claimed as due $300.00 -

Allison Henry attys
for Pltffs

Filed May 31. 1850
James Kirkpatrick p. c.l.R

I acknowledge service on the within writ May 31. 1850
James R. Smith

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James R. Smith

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto

William Summers

in a plea of Assumpsit.

damages three hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 31st day of May A.D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

William Summers

vs

James R Smith

Le Assumpsit — Narr

Costs Bill made
Recorded

Filed June 19. 1850
James Kinkade fs clerk

Recorded

Allison & Conroy

The State of Ohio } ss. Union County } Court of Common Pleas. May Term A. D. 1850.

William Summers, complains of James R Smith in a plea of Assumpsit, for that whereas the said James R Smith on the 28th day of September A.D. 1843, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said William Summers and thereby promised to pay to the said William Summers or order One hundred and Sixty seven dollars and forty two cents, at the date thereof, which period has now elapsed, and the said James R Smith then and there, in Consideration of the premises, promised to pay the amount of the said note to the said William Summers according to the tenor and effect thereof.

And also for, that whereas the said James R Smith, on the 1st day of May A.D. 1850, at the County of Union aforesaid, was indebted to the said William Summers in the sum of three 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 three hundred dollars for money then and there received by the defendant for the use of 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 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 last mentioned several sums of money to the plaintiff, on request: yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof: to the damage of the plaintiff three hundred dollars, and thereupon he brings suit &c.

By Allison & Curry His Attys

Law No 59

William Summers

vs

James R Smith

Cost Bill made Recd

Recorded in Comp Leas

D. B. 80

William Summers

vs.

James R. Smith

Damages $236.44
Costs 2.44
Increase Costs 18.44
This writ 75

Filed June 17-1853
Lewis Turner Clerk

Alias venus

Received this writ May 21st 1853
there is in my opinion Property Levied upon Enough to Satisfy this Execution; Advertised the within Described Property in the Marysville Tribune a news paper Published and ~~and~~ 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 June A.D. 1853 it 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 same for sale at Public Auction at the Residence of the Defendant and Not Sold for want of Bidders

Fees Milage	75
Levy	35
Advertising	25
Return	10
Printers fee	1 50
	$2.95

William C. Mullen 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 James R Smith To wit one Sorrel Mare one sorrel Colt. one year old & one Spring Colt one Buggy one Bay horse one Sorrel Mare. four & head of Cows

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy William Summers the sum of Two hundred and thirty six — dollars and forty four cents for his ~~for~~ damages together with $ 2.74 for his costs, with interest thereon from the 18 day of August A. D. 1850 until paid, which late in our said Court the said William Summers recovered against the said James R Smith

as of record is manifest. Also, $ 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

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 May A. D. 1853

James Turner Clerk.

D A. 80

William Summers
vs
James R Smith

Damages $236.44
costs 2.74
increase cost 10 88
This writ 73

April 17 1857
Paid $45.00

Filed Oct 25 1852
James Lumer Clerk

Received the writ October 4th 1852
Had the within described Property advertised in the Gluyerville Tribune a News paper Published and in general circulation in Union County one month at least ten days previous to the day of sale, & forward to writ on the 23d day of October AD 1852 Advertising the day of Advertising said property to be sold offered the same at the residence of the Defendant Between the Legal hours of ten o'clock AM and four o'clock PM and Not sold for want of Bidders

William G Allen Sheriff

October 25th 1852

Jno Clinton 75
Ads 85
Advertising 25
Return 10
Paid in full

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 James R Smitt to wit one sorel More one sorel colt one year old and one Spring colt

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 William Summers the sum of Two hundred thirty six dollars and forty four cents for his ~~for~~ damages, together with $ 2,74 for his costs, with interest thereon from the 13th day of August A. D. 1850 until paid, which late in our said Court the said William Summers recovered against the said James R Smitt

as of record is manifest. Also, $ 10.88 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said William Summers

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

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

James Lowmer Clerk.

No. 50

William Summers
vs
James R. Smith

Damages $296,44
Costs 2,44
Accrue costs 14 50
This writ 1 50

Filed March 22 1853
James Lum Clk

Alias Levy
Alias to Pl

Received this writ January 21st 1853
Advertised the within described Property for Sale in the Marysville Intime a new 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 22d day of February AD 1853 offered the said Property for Sale between the Legal hours at Public auction at the Residence of the Defendant and not sold for want of Bidders
Levied Feb 22 1853 upon one Buggy one Bay Horse and one Sorrel Mare Levied March 22 1853 upon 4 Head of Cows not advertised for want of Bidders

Fees	Mileage	75
	Levis	35
	Levy	35
	Return	25
	Printers fee	1 50
		3 20
	Advertising	25
		$3,45

March 22d 1853

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~~ Goods & Chattles of James R Smith to wit

one sorel Mare one sorel colt one year old and one Spring colt

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 William Summers

the sum of Two hundred and thirty six dollars and forty four cents for his ~~for~~ damages together with $ 2,74 for his costs, with interest thereon from the 13th day of August A. D. 1850 until paid, which late in our said Court the said William Summers recovered against the said James R Smith

as of record is manifest. Also, $14 56 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment 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 William Summers

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.

No. 80

William Summers
v
James R Smith

Damages $236.44
Cost 2.70
Accrued cost 7.62
This writ .41

Office June 12 1852
J. Brown Clerk

Received this writ April 23d 1852
Had the within described property advertised in the Marysville Intelligencer a News paper Published and in General circulation in said County also for at least ten days previous to the day of Sale afterwards to wit on the 3d day June AD 1852 it being the day i advertised the said property to be sold offered the same at the residence of the Defendant by Public auction and not sold for want of Bidders

Fee Milage	75
Fees	35
Advertising	25
Printers fee	1.50
	$2.85

William C Mullin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods and Chattles of James R Smith to wit one Sorel Mare one sorel colt one year ole and one Sprig colt

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 Williams Summers the sum of Two Hundred & Twenty six dollars and 44 cents for his ~~for~~ damages, together with $ 2.74 for his costs, with interest thereon from the 13th day of August A. D. 1850 until paid, which late in our said Court the said Williams Summers recovered against the said James R Smith

as of record is manifest. Also, $7,62 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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.

James Turner

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

James Turner Clerk.

No. 80

William Summers
vs
James O'Brien

Damages $36.44
Costs 23.74
Sheriffs costs 1.41

Execution Sept. 1857 $41.5

To Sept 1857
Attorney fee

Filed Sept 30, 1857
J. J. Guthrie clk
By Guthrie
Recorded
Allison Flenn atty for Plff

Recieved this writ August 18th 1857
Levied August 20th 1857 upon the following goods and chattles to wit one sorrel Mare one sorrel Colt one year old and one spring colt Advertised the above described personal property in the Marysville tribune a newspaper published and in general circulation in union County for at least ten days previous to the day of sale & afterwards to wit on the 27th day of September AD 1857 offered the same for sale at the residence of James R. Smith by Public auction and not sold for want of bidders

Fees	Milage	150
	Levis	35
	Levy	35
	Printers fee	150
		3,70
	Averting	25
		$3.95

Sept 29th 1857

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 12th day of August A. D. 1850 William Summers recovered against James R Smith

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as the~~ sum of Two hundred & thirty Six dollars and forty four cents, for his damages; as also the sum of $2.74 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said James R Smith you cause to be made the ~~debt,~~ damages, and costs aforesaid, with interest thereon from the 13th day of August A. D. 1850 until paid; also the sum of $ 0.41 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 William Summers

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.

No. 80

William Summers
vs
James P. Smith

Verdict

Damages $236.44
Costs 2.74
Interest 4.36
This writ .41

Co. Apl 17, 1851 $45

Filed March 26 1852
James Inman Clerk

Allison & Henry Attys
for Plaintiff
March 25

Received this writ December 22 1851
And the within described Property Advertised for Sale 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 25th day of March AD 1852 it Being the day I Advertised the same to be sold offered the same at the Residence of the defendant at Public Auction and Not Sold for want of Bidders

Fees Milage	75
Levis,	35
Advertising	25
Printers fee	1 50
	$2.85

March 26 1852

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~~ Goods and Chattels of James R Smith. Towit. One Sorrel Mare. One Sorrel Colt One year Old. and One Spring Colt

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 William Summers

the sum of Two hundred and Thirty Six dollars and forty four cents for his ~~for~~ damages, together with $ 2.74 for his costs, with interest thereon from the 13th day of August A. D. 1857 until paid, which late in our said Court the said William Summers recovered against the said James R Smith

as of record is manifest. Also, $ 4.36 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 William Summers

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

Witness, JAMES KINKADE Jr., Clerk of said Court at the Court House in Marysville, this 22d day of December A. D. 1857

James Kinkade Jr Clerk.

Filed Dec 22d 1851
D Kirkwood for ML

William Summers vs. James R. Smith } Union Com. Pleas. Judgt. at Aug. Term 1850

Issue Vend. Ex. in this case.

Allison & Curry
Atty's for Plff.

To the Clerk of Union Common Pleas
Dated Dec. 22nd 1851

William Dunmeyer
vs.
James P. Smith

Praecipe for Execution

Filed Aug 18, 1851
D Kinkade for Clerk

William Dummers } Union Com. Pleas.
vs. } Judgt. at Aug. Term 1850,
James R. Smith } for $236,44.
Cr. April 18 1851, $45,00

Issue execution in this case.
Allison & Curry
Atty's for Plff.

To the Clerk of
Union Com. Pleas.
Aug. 18th, 1851

Civil/Domestic Case File
Case No. 1850-CV-0034

No. 50-CW-34

Union Common Pleas Court.

James W Evans
Plaintiff,

AGAINST

Henry Van Gordner et al
Defendant.

AUG TERM. 1850

JUDGMENT VS DEFENDANT
$23 60

Journal	4	Page	332
Record No.	5	Page	613
Ex. Doc.	1	Page	586

Law no 52

James W Evans

vs

Henry Vangordon et al

Cost Bill made

Record

Recorded

James W Evans
vs
Henry Vangorden
John W Vangorden
& John H Griffith

Filed June 6. 1850
James Kirkpatrick clerk

Cost & Bill made
Record
Recorded

Plaintiffs & Clerks
Attys for Pltff

Union County SS } To the court of Common Pleas Nisi Prius
A D 1850

James W Evans complains of Henry Vangordon John W Vangordon & John H Griffith for that whereas the said Henry Vangordon & John W Vangordon on the Twenty Sixth day of April Eighteen Hundred & forty Nine made their certain writing obligatory of that date sealed with their Seals (and now to in court here shown) and then & there delivered the same to the said John H Griffith or bearer Twenty five Dollars nine months after the date thereof and the said John H Griffith being lawful owner and holder of said aforesaid note on the Twenty Sixth day of December Eighteen Hundred & forty Nine assigned said note to James W Evans plaintiff as aforesaid warranting the same good having notice of non payment when said note became due & payable whereon period has now elapsed

And also for that whereas the said Henry Vangordon John W Vangordon & John H Griffith on the Twenty sixth day of april aforesaid at Marysville were indebted to the said James W Evans in Twenty five Dollars for the price and value of goods sold and delivered by the plaintiff to the defendants at their request

And in Twenty five dollars for money then & there lent by the plaintiff to the defendants at their request

And in Twenty five dollars for money then & there paid by the plaintiff for the use of the defendants at their request

And whereas the defendants afterwards on the first day of April Eighteen Hundred & fifty in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request; yet they have disregarded their promises, and have not paid the said several sums of money or either of them, nor any part thereof to the damage of the plaintiff Fifty Dollars, and therefore he brings suit &c

by Stanton & Clark Attys for Plff

Henry Vanzonder John
W Vanzonder & John
H. Griffith
ads —

James W Evans

Deca —

Filed Aug. 13. 1850
James Kirkpatrick Clk

J C [illegible]
Atty for Deft

Henry Vangordon
John W Vangordon ad.
John H Griffeth
ads —
James W Evans

In Debt —

And the said Henry Vangordon John W Vangordon. And John H. Griffeth come and defend. & ad say. that they do not owe. the said sum of Money. above demanded or any part thereof in manner and form. as the said James W Evans hath complained against them and of this they put themselves upon the Country &c and the said James W Evans. doth the like. &c

by J H Doughty their Atty —

7

Henry Vanzandt John
W Vanzandt & John
H Crippetts
adts

James Evans

Demurrer

Demurrer overruled
leave to plead by the
13th Aug. 1850

Filed June 15. 1850
James Kirkpatrick clerk

J C Dwight Esq
for Defendants

Henry Vangorden
John W Vangorden
W. John H. Neffeth
ads-
James W Evans

In Common
Commonpleas-
May Term A D 1850-
In Debt

And the said Henry-
Vangorden, John W Vangorden
and John H. Neffeth come and
say that the said James W Evans-
ought not to have his action aforesaid
against them because they say
that the declaration aforesaid and
the matters therein contained are
not sufficient in law to maintain
the action aforesaid and that they are
not bound by law to answer the
same wherefore they pray judgement
and that the said James W Evans
may be barred of his action against
them-

J. C. Dougherty atty for
Defendants

nor either of them nor any part thereof whereby an action hath accrued to the plaintiff to demand and have of the said defendants the said sum of twenty five dollars for his debt aforesaid, and also the further sum of five dollars for his damages for the detention thereof. And therefore he brings suit by

Stanton & Clark
his Attys

James H. Evans
vs
Henry Vangordon
John W. Vangordon
& John H. Griffith

Amended Declaration

Filed August 14, 1850
James Kinkade Clerk

The State of Ohio } In Debt
Union County }

James W Evans comes and by leave of the Court files his amended declaration herein as follows to wit, The said James W Evans complains of the said Henry Vangordon ~~and~~ John W Vangordon and John H Griffith in a plea of debt for that on the 26th day of April 1849, at Union County Ohio the said Henry Vangordon and John W Vangordon made their certain writing obligatory of that date sealed with their seals and now to the Court here shown, and thereby bound themselves to pay to the said John H Griffith the sum of twenty five dollars ~~after~~ nine months after the date thereof which period has now elapsed; and the said plaintiff further avers that the said John H Griffith afterwards to wit on the 26th day of December A.D. 1849 at the County aforesaid assigned said note to the plaintiff, of which the said Henry Vangordon and John W Vangordon then and there had notice;

And also for that said defendants on the first day of March A.D. 1850 at the County of Union were indebted to the plaintiff in the sum of twenty five dollars for goods sold and delivered by the plaintiff to the defendants;

Yet the said defendants have not paid the said several sums of money

Union Com Pleas

James W Evans

vs

Henry Vangordon Jun
John W Vangordon &
John A Ginsfelto

Pris in Debt

James W Evans
vs
Henry Vangordens Jun
John W Vangordens &
John H Griffith

May 27th 1856
In Debt
Dam $50 00
Issue a summons in
this case returnable
forthwith.

Endorse suit brot for money had & recd by
the defendants for the use of the Plaintiff
by Stanton & Clark Attys
for Pltff

H & J W
Mungordens Note
$25

December 24th
1749
Received on the
within $12.5

$100 Paid March 4/50
One Dollar 1/50

2550
225
$2375
50
2375
48
2423

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Nine months after Date for value Received we or Eather of us promast to pay John H. Griffith or bearer the sum of Twenty five Dollars as Witnest our hands and seals this 26th day of April 1849

Henry Langorden Jr. {Seal}
John H. Langorden {Seal}

James W. Evans
vs
Henry Vangordon jun
John W. Vangordon &
John H. Griffoth

Filed August 18.
1850 James Kinkade jr
Clerk.

James W Evans
vs
Henry Vangordon Jun
Abm W Vangordon
John H Griffith

Filed
Aug 13 1850

Filed subpoena for
Alexander R Bowen as a witness for
Plaintiff
by Stanton & Clark
Atty for Plff

Lo James Kirkpatrick
Clerk

Evans
vs
Vangordan et al

Filed July 8. 1850
Lafkin Radcliff clerk

James W Evans
vs
Henry Vangorden etals } In Debt

And the said James W Evans comes and says that his declaration aforesaid is sufficient in Law to maintain his action aforesaid and that he is redy to verify the same wherefore he prays Judgment and his debt damages &c aforesaid to be adjudged to him

By Stanton & Clark
his Attys

Evans
vs
Vanfordenbur
Writ for costs

Filed August 14, 1850
James Kinkade, Clerk

Served this writ personally upon the within named Alexander R. Bowen.
August 14. 1850.

Fees = mileage 20
Service 12½

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Alexander R. Bowen

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 14th day ~~of next term~~ of Aug 1850, at 9 o'clock, A. M., to testify and the truth to speak on behalf of James W Evans —

in a certain controversy in said Court depending, wherein James W Evans is Plaintiff, and Henry Vaigondon & al are 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 13th day of Aug A. D., 1850

James Kinkade Jr Clerk.

Union Com. Pleas

James W. Evans
vs
Henry Vangordon Jun
John W Vangordon &
John H Griffith

"Suit brot for money had & rec'd by the defendants for the use of the Plaintiffs
by Stanton & Clark
Attys for Plffs

Filed May 29. 1850
S Kirkham for Clk

Served this writ May 29th 1850 by delivering to each of the within named Defendants a certified copy thereof.

Fees = mileage 25
Service 75
Copies 60 = $1.60
Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Henry Vangordon Jun. John W. Vangordon and John H. Griffoth

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto

James W. Evans

in a plea of Debt. damages fifty dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 27th day of May A.D., 1850

James Kinkade Jr Clerk.

556

James W. Evans
vs
Henry Vangordon Jr
John W. Vangordon &
John A. Griffith

Debt $23.60
Damages the sum $41

Filed Nov 7. 1850
S. Wm Reed Clerk

Recorded

Received this Writ November 28th 1850
Levy Made upon one ~~one~~ Horse Buggy December 2 1850
and took Bond for delivery of said Buggy on the day of
Sale advertised said ~~Buggy December 18 to 1850 To Bondt on the ninth day of January 1851~~ Property for sale by Publication in
the Marysville Tribune for at least ten days previous to the day
of Sale I afterwards to wit on the Ninth day of January 1851 At Being
the day I advertised the same to be sold between the hours of ten A.M.
and four o'clock P.M. I offered the same for sale and sold said Buggy
To John W. Vangordon for four dollars and sixty two cents he
Being the highest and best bidder

January 9th 1851 Levied upon one ~~one~~ Horse Buggy
advertised said property for sale by Publishing in the Marysville
Tribune for at least ten days previous to the day of sale I afterwards
to wit on the thirteenth day of February A.D. 1851 being the day I
advertised the same to be offered for sale between the hours of ten o'clock
A.M. and four o'clock P.M. I offered the said Property for sale and sold
said Property to James W. Evans for four dollars he Being the
highest and best bidder

This day came the parties and settled this case
in full and Buggy Released to said John W
Vangordon March 7th 1851
My fees Price Pr J. W. Evans 1,65
William C. Mulen

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 12th day of August A. D. 1850 James W. Evans recovered against Henry Vangordon Jr. John W. Vangordon and John H. Griffith as well as the sum of Twenty three dollars and Sixty cents for his 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 Henry Vangordon Jr. John W. Vangordon and John H Griffith you cause to be made the debt, ~~damages, and costs~~ aforesaid, with interest thereon from the 14th day of August A. D. 1850 until paid; also the sum of $ .41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said James W. Evans

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 28th day of November A. D., 1850

James Kinkade Jr Clerk.

Filed Nov 28/50
D Kirkwood for Clerk

J. W. Evans
vs
Henry Bourgeter & others

Mr Commodt please
issue Notice to debtor
Judgment an Executor
in this case
Marysville November 28/80
J. W. Evans

Civil/Domestic Case File

Case No. 1850-CV-0035

No. 50-CV-35

Union Common Pleas Court.

John Cassell
Plaintiff,

AGAINST

Luther & Tanner et al
Defendant.

NOV TERM. 1850

Dismissed

Journal 4 Page 355

Record No. No Record Page

Ex. Doc. Page

Law No. 42

John Cassie
vs
Luther C Tanner

Cert Bill made
no Record

Union Com Pleas

John Cassie
vs
Luther C Tanner

Pres in Trespass

Filed July 24, 1850
James Kirkpatrick p. clerk

Cert Bill made
No Record

Allison & Clay

John Cassil
vs
Luther Lamer } In Trespass-
Damages $200.

Issue a Summons returnable at next term - In a case suit brought to recover damages by reason of the defendant committing divers trespasses on the land of the plaintiff by breaking his close &c - on divers days from the 1st day of June A.D. 1850. to the 20th day of July A.D. 1850. &c - Damages claimed as due $200 -

To the Clerk of Union Com Pleas
July 23rd/1850

Allison & Curry
Attys for Pltff

Union Com. Pleas

John Cassil
vs
Luther C. Tanner

Filed July 29. 1850
James Kirkade p. clerk

"Suit brought to recover damages by reason of the defendant committing divers trespasses on the land of the Plaintiff. by breaking his Close &c. on divers days from the 1st day of June AD 1850. to the 20th day of July AD. 1850. &c. damages claimed as due $200

Allison & Henry atty for Pltff"

Served this writ July 29th 1850 by leaving a certified copy thereof at the residence of the within named Luther Tanner

Fees = mileage 25
service 35
copy 10 = 70

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

We command you to summon Luther C. Farmer

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

John Cassil

in a plea of Trespass

damages Two Hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 24th day of July A. D., 1850

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0036

No. 50-cv-36

Union Common Pleas Court.

John B Akins for &c
Plaintiff,

AGAINST

M. H. Wadhams,
Defendant.

NOV TERM. 1850

JUDGMENT VS DEFENDANT

$116 38

Journal 4 Page 377

Record No. 6 Page 38

Ex. Doc. Page

Law No. 43

John B. Atkins for use
vs
M. H. Wadhams

$116 38

6

Costs will be made
Recovered

Recorded

Union Com Pleas

John D. Akins for the use of Jas McElroy

vs

U. H. Wadhams

Case - In Assumpsit

Filed August 8. 1850
James Kirkade for CK

Allison & Cuss

John B. Atkins for the use of James McIlroy
vs
M. H. Wadhams

In Assumpsit —
Damages $200.00.

Issue a Summons returnable at next term. Indorse "Suit brought on a note of hand given by defendant to plaintiff for One hundred dollars, payable two years after the date thereof with interest, dated Feby 25th 1848 &c. Also for goods sold and delivered & money had and received &c. Damages claimed as due $200.

To the Clerk of Union Com Pleas,
Augt 8th 1850

Allison & Curry
Attys for Plt.

Pl. for
Witnesses

Filed Nov. 13. 1850
J Kirkpatrick for Clk

J C Dougherty
atty for defendants

M. H. Wadhams.
adv.
James McElroy

In Union
Common pleas

Issue a Subpoena for the following persons. witnesses for the Defendant Joshua Judy Anson Darrow and James Derfey

Nov. 12th 1850

J. C. Doughty att for Defendant.

Wm. James Pinkerton
Clerk of Union C. pleas

Union Com. Pleas

John B. Atkins for the use of James McIlroy
vs
M. H. Wadhams

Filed Aug. 10. 1850
J. Atkinson Jr Clk

"Suit brought on a note of hand given by defendant to Plaintiff for One hundred dollars. payable two years after the date thereof with interest. dated Feby 25th 1848 &c. Also for goods sold and delivered money had and received &c. Damages Claimed as due $200.

Allison & Henry. attys for Pltff"

Served this writ August 10. 1850 by delivering to the within named M. H. Wadhams a certified Copy thereof.

Fees = mileage 45
Copy 20
Service 35 = 1.00

Philip Snider Sheriff
By Wm. Wells Deputy

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon M. H. Wadhams

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto John B. Akins for the use of James McElroy

in a plea of Assumpsit

damages Two hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 8th day of August A. D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

John B. Akins
for use of James M'Elroy

vs

M. H. Wadhams

In Assumpsit - Narr

Filed September 21. 1850
James Kinkade pr Clerk

Recorded

Allison & Conroy

The State of Ohio } Court of Common Pleas.
Union County ss } August Term A.D. 1850

John B. Akins, (for the use of James McGroy) complains of M. H. Wadhams in a plea of Assumpsit, for that whereas the said M. H. Wadhams, on the 28th day of February A.D. 1848. at the county of Union aforesaid made his promissory note in writing, and delivered the same to the said John B. Akins, and thereby promised to pay to the said John B. Akins One hundred dollars, with interest in two years after the date thereof which period has now elapsed, and the said M. H. Wadhams then and there, in consideration of the premises, promised to pay the amount of the said note to the said John B. Akins according to the tenor and effect thereof;

And also, for that whereas, the said M. H. Wadhams on the 1st day of August A.D. 1850 at the county of Union aforesaid was indebted to the said John B. Akins in the sum of Two 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 Two hundred dollars for money, then and there ~~paid~~ by the plaintiff for the use of the defendant at his request.

And in Two hundred dollars for money, then and there lent by the plaintiff to the defendant at his request,

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

And in Two hundred 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, to wit, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiff on request; yet he hath disregarded his promises, and hath not paid the said several sums of money, to the plaintiff, nor either of them, nor any part thereof, to the damage of the plaintiff Two hundred dollars, and thereupon he brings suit &c.

By Allison & Curry, his Attys

Union Com. Pleas

John W. Atkins

vs

M. H. Wadhams

Praec. for witnesses

Filed Nov. 13. 1852
L. Kirkpatrick pr. clk

Board of Commissioners of Union Cos

John B Akins for &c } In Union Com Pleas
vs } Issue Subpoena for Johnson
M. H. Wadhams } Judy, Anson Barrow - Thomas
Harsha, Abram Vanhinning, & Gilbert
Akins - witnesses for Pltf -

To Jas Kinkade Jr Clerk
Nov 18th, 1850

Allison & Curry Attys for Pltf -

Filed Nov. 20. 1850
J Kirkpatrick Clerk

John B Atkins for &c
vs
M. H. Wadhams

Issue Subpoena for Abram Vandivining, Gilbert Atkins, and Zachariah McGroy witnesses for Pltff -

To Clerk of Union Com Pleas
Nov 20. 1850

Allison & Cairns Attys for Pltff -

July 25th 1849 I sign the within note to James McCleary for value received

John B. Atkins

M. H. Wadhams

Two years from this date for value Rec^d I promise
to pay John B Akins one hundred dollars with
interest for value Rec^d

Feb 25th 1848 H M Meadows

John B Atkins for the use of James McGlory
vs
M. H. Wadhams

In this case the said defendant M. H. Wadhams, (or Sl. C. Dougherty his attorney) is hereby required to deliver to the plaintiff or to Allison & Curry his attorneys, a copy of any bill, bond, deed, note, receipt, bargain, contract, instrument of writing, or bill of particulars of any account or demand, which he (the said defendant) intends to offer in evidence at the trial of this cause.

John B Atkins for the use
of James McGlory
By Allison & Curry his attys.

Nov 16th 1850

I acknowledge service of the within. Nov 16th 1850

A C Dayton att
for defendant

Served this Writ Personally upon Joshua Judy
Anson Dawson and James Jerfey on the
16th day of November 1850

Fees Milage 1.20
Serv 3.00

W. C. Malin Sheriff

Union Com. Pleas

John B. Akins for use
vs
M. A. Wadhams

Sub for writs

Filed Nov. 18, 1850
Francis Kinkade, Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Joshua Judy, Anson Darrow and James Derfey

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 3rd day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of M. H. Meadhams in a certain controversy in said Court depending, wherein John B Akins for the use of James M Elroy is Plaintiff, and M H Meadhams 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 13th day of Nov. A. D., 1850 James Kinkade Jr Clerk.

Ja. McIlvoy for &c
vs
M. H. Meadhams
Sub for writs

Filed November 20, 1850
James Kinkade jr Clerk

Received the writ November 20th 1850
served the writ personally upon
Hiram Carr Mining Bulbert Adams
and Zachariah McIlvoy
& Drew Millage
Denis Sfr

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Abram Van Hining
Gilbert Akins and Zachariah McIlroy

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 John B. Akins for the use of James McIlroy in a certain controversy in said Court depending, wherein John B. Akins, for the use of James McIlroy is — Plaintiff, and M. H. Meadhams — 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 20th day of November A. D., 1850

James Kinkade Jr. Clerk.

Union Com Pleas

John B Akins for &c

vs

M H Wadhams

Sub for wits

Filed Nov. 18. 1850
Jas Kuskadon clk

Nov 18th 1850 Served the writ personally upon Joshua Lucy and Jackson Davis —
Thomas Wasson Abram Vanhouey and Robert Akins not found
Fee mileage .50
Service 25
William C Martin Marshal

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Joshua Judy. Anson Darrow, Thomas Harsha. Abram Van Hining, and Gilbert Akins

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 3rd day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John B Akins for the use of James McElroy in a certain controversy in said Court depending, wherein John B Akins for the use of James McElroy is Plaintiff, and M. H. Wadhams 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 13th day of Nov.

A. D., 1850 James Kinkade Jr Clerk.

Ch H. Wadhams
adm
John B Atkins for the use
of James McGeorge

L Univ common Pleas

plea.

$116.38

Filed Oct 23. 1850
Jas Hinkson jr. clerk

Cost $3.00 [illegible]
Recorded

Recorded

J G Doughty atty
for Defendants

M. H. Wadhams
vs.
John B. Akins for the use of James McElroy

In Union Common Pleas.

And the said M. H. Wadhams comes and defends &c, and says that he did not assume, and promise in manner, and form as the said John B. Akins for the use of James McElroy, hath declared against him and of this he puts himself upon the country and the said James McElroy doth the like.

By J. C. Doughty his atty

The Plaintiff will also take notice that the Defendant on the trial of this cause, will give in evidence, and insists that the Plaintiff at the commencement of this suit, was and still is indebted to the Defendant, in the sum of three hundred Dollars for 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 three hundred Dollars for the price and value of goods before that time sold and delivered by the Defendant to the Plaintiff at his request. And also in the sum of three hundred Dollars for the price and value of work before that time done and materials for the same provided by the Defendant for the Plaintiff at his request. And also in the sum of three hundred Dollars for money before that time lent by the Defendant ~~by the Defendant~~ to the Plaintiff at his request. And also in the sum of three hundred Dollars for money before that time received by the Plaintiff for use of the Defendant. And also in the sum of three hundred Dollars for money found to be due from the Plaintiff to the Defendant on an account, before that time stated between them. And that the Defendant will set off on said 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.

Civil/Domestic Case File

Case No. 1850-CV-0037

— Box No 19 —

No. 50-CV-37

Union Common Pleas Court.

Sarah E Steles
Plaintiff,

AGAINST

Wm Ennis et al
Defendant.

NOV TERM. 1850

Non Suited

Journal 4 Page 364

Record No. No Record. Page

Ex. Doc. Page

Law No 41

John Doe Ex dem
Sarah E Stiles et al
vs
Rector Rose
Wm Ennis & Alonzo H Ennis
tenants

Cost Bill made
No Record

John Doe Ex dem
Sarah E. Stiles et als
vs
Richard Roe

On the 31st day July A.D. 1850, I did personally serve William Ennis and Alonzo H. Ennis 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 William Ennis and Alonzo H. Ennis each, with the true intent and meaning of said declaration and notice, and of the service thereof.

Fees = mileage 80
service 55
copies 1.00 = 2.35

Philip Snider Sheriff
By Wm Wells Deputy

John Doe Ex dem
Sarah E. Stiles et als
vs
Richard Roe

Ejectment

Filed August 6 1850
James Kirkham Clk

Minton & Clark
Attys for Plff

State of Ohio Union County ss

Court of Common Pleas August Term AD 1850

John Doe complains of Richard Roe for that Sarah E. Stiles Elizabeth Sophia Seaman, John O. Price, Anna Price & Eliza Price on the first day of June AD 1850 at Union County and State of Ohio had demised to the said John Doe the following lands & tenements to wit a portion of Survey No 8237 beginning at a lynn Sugartree and Buckeye the original Northwest corner of the Survey, thence with the original North line of the Survey South 80° E 16 poles to a stake, thence South 7° West to a stake in the Middle of Bokes Creek thence with the creek & meanderings thereof to a steak in the Middle of Bokes Creek and in the Original West Line of the Survey, thence with said West line North 7° E to the beginning containing Two Hundred & Sixty acres more or less and also ten Cabins ten barns ten stables ten orchards ten outhouses ten yards ten gardens Two Hundred & Sixty acres of Wood land Two Hundred & Sixty acres of arable land Two Hundred & Sixty acres of meadow land Two Hundred & Sixty acres of Pasture land Five Hundred & Sixty acres of land covered with Water Five Hundred & Sixty acres of other land with the appertenances situate in the County of Union aforesaid, to have & to hold the same to the said John Doe from the first day of June in the year aforesaid for & during the term of Ten years thence next ensuing By virtue of which said demise the said John Doe entered into said several tenements, with the appurtenances & was thereof possessed & the said several terms aforesaid, and the said John being so thereof possessed, the said Richard afterwards to wit: on the third day of June AD 1850 at the County of Union aforesaid, with force & arms entered into the said tenements with the appertenances & expelled the said John Doe therefrom and other wrongs to the said John Doe did ~~to the said John Doe~~ to his damage One Thousand Dollars and therefore brings suit &c

by Stanton & Clark Atty for Plff

Notice

To William Ennis and Alonzo H Ennis

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

June 28th A D 1860 Richard Roe

John Doe Ex Dem
Sarah E. Stiles et als
vs
Wm Ennis & Alonzo Ennis

Ejectment

In Common Pleas

Depositions will be taken in this case by the plaintiffs at the Mayors office in the City of Baltimore and State of Maryland on the 28d day of September between the hours, eight nine P.M. Aug 14th 1850

by Stanton & Clark Attys for Plffs

Served by copy on the 14th day of Aug 1850

M. Clark pm

Deposition taken in a cause pending in the Court of Common Pleas within and for the County of Union, and State of Ohio, wherein John Roe, Ex Dem, Sarah E Stiles & others, is plaintiff, and Richard Roe is defendant, with notice to William Ennis, and Alonzo Ennis, as tenants, and taken for said plaintiff, in pursuance to the notice hereto attached, and at the time and place, therein specified

Present E. F. Paxton, attorney for plaintiff.

Defendant not present

Charlila Owings of the City of Baltimore and State of Maryland of lawful age, being first duly sworn, as hereafter certified, deposes as follows.

Questions by plaintiff

State what you know of the heirs of James Price who was formerly a Merchant of this City

Answer. James Price had but three Children Anne, Francis and Nixdon, Anny Maria Joseph Smith of Augusta County Va, and is dead without issue. Francis is dead, leaving but one son Jno. C Price, his other Children died without issue, Nixdon Price, son of James Price is also dead, he

have but six children, they are now living, their names are as follows, Frederick, James, Nesdon, Hanna, Eliza and Martha, Martha is now the wife of L House, no further questions being asked. The deponent saith not

Thomas Owings

Martha Churchman another witness for the Plaintiff being of lawful age, having been first duly sworn, as hereafter certified in answer to interrogatories, deposes as follows.

Question by Plaintiff, state what you know of the heirs of William Driffe formerly a Merchant of this City

Answer all of his children are dead without issue with the exception of two, they are Laura A Garrettson, wife of George W Garrettson, she now resides in Harford County of this State, and Mary Augusta Gadsby, wife of William Gadsby, she is living at this time in Washington City, no more further questions being asked, the deponent saith not,

Martha Churchman

Were Spear another witness for the Plaintiff of lawful age, being first duly sworn, as hereafter certified, in answer to interrogatories, deposeth as follows,

Question by Plaintiff, state what you know of the heirs of William D. Forman, formerly a Merchant of this City

have but six children, they are now living, their names are as follows, Frederick, James, Nesdon, Hanna, Eliza and Martha, Martha is now the wife of L House, no further questions being asked. The deponent saith not

Edmund Owings

Martha Churchman another witness for the Plaintiff being of lawful age, having been first duly sworn, as hereafter certified in answer to interrogatories, deposes as follows.

Question by Plaintiff, state what you know of the heirs of William Driffe formerly a Merchant of this City

Answer all of his children are dead without issue with the exception of two, they are Laura A Garrettson, wife of George W Garrettson, she now resides in Harford County of this State, and Mary Augusta Gadsby, wife of William Gadsby, she is living at this time in Washington City, no more further questions being asked, the deponent saith not,

Martha Churchman

Wm. Spear another witness for the Plaintiff of lawful age, being first duly sworn, as hereafter certified, in answer to interrogatories, deposeth as follows,

Question by Plaintiff, state what you know of the heirs of William D. Forman, formerly a Merchant of this City

Answer, William L. Forman has but three children now living, they are Sarah E. Stiles, who now resides in Baltimore County, Sophia Forman & Elizer Dable, who now resides in the State of Virginia, he had other children, who are now dead without issue, no other questions being asked further the deponent says the not

William Spears

I Elijah Stansbury duly commissioned and qualified as Mayor of the City of Baltimore and State of Maryland, do hereby certify, that the foregoing depositions of Charlotte Billings, Martha Chandleman and William Spear, by them respectively subscribed, were taken, at the time and place specified in the inclosed notice, and that the said witnesses were by me first duly sworn, to testify the truth the whole truth and nothing but the truth, and that the depositions were reduced to writing by me,

In testimony whereof, I have hereunto subscribed my name and attached my Official Seal, this 23rd day of September 1860

Elijah Stansbury
Mayor of the City of Baltimore

S. E. Stiles et al
vs
Wm A. Ennis

To the Clerk of the Court of common pleas
of Union County
State of Ohio

Filed Oct 30. 1857
Jas Stuart Clk

Civil/Domestic Case File

Case No. 1850-CV-0038

No. 50-CV-38

Union Common Pleas Court.

Bishop Wells & Co
Plaintiff,

AGAINST

James Stout,
Defendant.

NOV TERM. 1850

JUDGMENT VS DEFENDANT
$223 45

Journal 4 Page 355

Record No. 6 Page 13

Ex. Doc. 1 Page 561

Law No 45

Bishop Wells & Co

vs

James Stout

Costbill made

Record

Recorded

Union Com Pleas

Bishop, Wells & Co
Partners in trade

vs

James Stout

Praecipi - In Assumpsit

Filed Aug 12. 1850
Jas Kinkade Jr Clerk

Allison & Curry

Bishop, Wells & Co
Partners in Trade
vs
James Stout

In Assumpsit.
Damages $200.00

Issue a Summons returnable forthwith. Indorse on the writ "Suit brought on a note of hand made by defendant to plaintiffs or order, for one hundred and twenty six dollars and sixty seven cents, payable sixty days after the date thereof — and dated May 10th 1849 &c. Also for goods sold and delivered, money had and received &c. Damages claimed as due $200.

To the Clerk of Union
County Com Pleas
August 12th 1850

Allison & Curry
Attys for Plty.

Union Com. Pleas

Bishop Wells & Co
Partners in trade
vs
James Stout

Filed August 12, 1850
James Kinkade p. clerk

"Suit brought on a note of hand made by defendant to plaintiffs. or order. for One hundred and twenty six dollars and sixty seven cents. payable sixty days after the date thereof - and dated May 10th 1849 &c. Also for goods sold and delivered. money had and received &c. damages claimed as due $200.
Allison & Henry attys
for Pltffs"

Served this writ August 12, 1850 by delivering a certified copy thereof to the within named James Stout.
Fees - mileage 5
Service 35
Copy 20 = 60
Philip Brider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James Stout

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith to answer unto

Bishop Wells & Co Partners in Trade

in a plea of Assumpsit

damages Two hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 12th day of August A. D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

Bishop, Wells & Co

vs

James Stout

In Assumpsit – Narr

Filed September 21. 1800
James Kirkpatrick Clerk

Ca Ha Bell Docket
Record

Allison & Curry

The State of Ohio } Court of Common Pleas.
Union County ss } August Term A.D. 1850

Bishop, Wells & Co partners in trade, under their partnership name of Bishop, Wells & Co. complain of James Stout in a plea of Assumpsit, for that whereas the said James Stout on the 10th day of May A.D. 1849. at Cincinnati, to wit, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said Bishop, Wells & Co. and thereby promised to pay to the said Bishop, Wells & Co. or Order One hundred and twenty six dollars and sixty seven cents, in sixty days after the date thereof. which period has now elapsed, and the said James Stout then and there in Consideration of the premises, promised to pay the amount of the said note to the said Bishop, Wells & Co. according to the tenor and effect thereof.

And also for that whereas the said James Stout on the 1st day of August A.D. 1850. at the County of Union aforesaid was indebted to the said Bishop, Wells & Co. in the sum of Two 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 two hundred dollars for money then and there lent by the plaintiffs to the defendant at his request.

And in two hundred dollars for money then and there received by the defendant for the use of the plaintiffs.

And whereas the defendant afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said last mentioned 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 two hundred dollars, and thereupon they bring suit &c

Ray Allison & Lewis their Attys

561

Bishop Wells & Co
vs
James Stout

Damages $ 123.45
Costs 3.34
Writ .41

Filed F. 1857

Filed July 1. 1857
D Kinkade Jr clerk

Recorded

Allison & Henry attys for Plaintiffs

Received this writ May 19th 1857
To hands of Shutters Lucas or Lemmons
Annie Wheeler to Levy
July 10 1857
Fees Mileage 1.00
Levy 35
1,35

Millison & Allen Marshal

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 Eighteenth day of November A. D. 1850 Bishop Wells & Co partners in trade — recovered against James Stout

~~as well as the sum of dollars and cents for debt, as~~ the sum of One hundred and twenty three dollars and forty five cents, for their damages; as also the sum of $ 3,34 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 Stout

you cause to be made the ~~debt~~ damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 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 Bishop Wells & Co

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 19th day of May A. D., 1851

James Kinkade Jr Clerk.

C & S 561

Bishop Pelloe
vs
James Plant

Damages $123.45
3.34
Costs 3.92
Increscent 13
This writ

Filed Nov 8 1852
James Lemon Clk

Alexander Conry
Atty for Plff

Received this writ September 4th AD 1852
No Goods or Chattles therefore in Obedience to the Command of this writ I levied September 27th 1852 upon the following described Real Estate to wit situate in the county of Union and in the State of Ohio and in the town of Essex to wit Lots No 6 and 8 11 and 28. Bounded and described as follows to wit Lot No 6 bounded five rods on Water Street Eight rods on Mulberry Street five rods on center alley and Eight rods on Lot No 8 also Lot No 8 bounded as follows; five rods on Water Street Eight rods on Elm alley five rods on center alley and Eight rods on Lot No 6 also Lot No 11 bounded as follows five rods on Water Street Eight rods on Marion Street five rods on Walnut alley and Eight rods on Lot No 9 also Lot No 28 bounded as follows five rods on Essex Street Eight rods on Marion Street five rods on Dragon Alley thence Eight rods to the place of beginning each of the above lots containing one fourth of an acre; Had the above described real Estate appraised on the twenty seventh day of September AD 1852 by the oath of J B H Haynes Henry Rice and Henry Rent as follows Lot No 6 at one hundred and forty dollars Lot No 8 at thirty dollars Lot No 11 at forty dollars Lot No 28 at thirty dollars ~~advertised the above real Estate in the Marysville~~ and delivered a copy of the appraisement to the Clerk of the Court from which this writ issued; Advertised the above real estate 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 aforesaid to wit on the 4th day of November AD 1852 at time the day indicated will sell said Estate to be sold offered the same at the door of the Court house in said County at public vendue and

The above Real Estate not offered for sale because there was a Mistake in the advertisement

Fees	Milge	110
	Fees	35
	Fees	35
	Inquest	1 00
	Copy Appraisement	30
	Return	10
	Advertising	25
	Renders fee	4 50
		$7.85

William C Mason 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 ~~[illegible]~~ 18th day of November A. D. 1850 Bishop Wells & Co recovered against James Stout

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

~~cents for~~ ~~debt, as the sum of~~ one hundred & Twenty three dollars and Forty five cents, for his damages; as also the sum of $3.34 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 Stout

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 until paid; also the sum of $3,92 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 Bishop Wells & Co

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

Witness JAMES ~~KINKADE, Jr.,~~ Lowner Clerk of said Court, at the Court House aforesaid, this 22d day of September A. D., 1852

James Lowner Clerk.

E D 561

Bishop Mills & Co

vs

James Stout

Damages $123.45
Costs 3.34
Interest costs 11.37
This writ 73

Filed March 21 1853
James Linn Clerk

1.66.99

Allison & Curry
Attys for Pltff

Received this writ January 21 1853 and executed the within Levy on Real Estate described in the Metropolis Inclosure a new Paper Publisher and in general circulation in said County of Johnson at least twenty days previous to the day of sale commencing to wit on the 21st day of March 1853 Received of John Dennis one hundred and fifty dollars in full of this Judgment and costs and the interest and Sheriff's costs on Levy and sale of this writ

Paid C W Bodkin one Sheriff's costs
Collins on Levy ninety Paid the Remainder
to Clerk of the Court from which this writ issued

Sundries 334
Fees Mileage 1.00
Serv 35
Return 25
Advertising 25
Auctions Fees 4.50
$7.69

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 James Stout to wit Situate in the County of Union and in the State of Ohio and in the Town of Essex to wit. Lots Nos. 6 and 8 11 and 28. Bounded and described as follows. Lot No 6. bounded five rods on Water Street Eight rods on Mulberry Street five rods on center Alley & Eight rods on Lot No 8. Also Lot No 8. bounded five rods on Water Street Eight rods on Elm alley five rods on center alley & Eight rods on Lot No 6. Also Lot No 11. Bounded as follows, five rods on Water Street eight rods on Marion Street five rods on walnut alley and Eight rods on Lot No 9. Also Lot No 28 bounded as follows five rods on Essex Street Eight rods on Marion Street five rods on Sugar alley, Nine Eight rods to the place of beginning each of the above lots containing one fourth of an acre

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

Bishop Wells & Co

the sum of one hundred & twenty three dollars and forty five cents for their ~~for~~ damages together with $ 4,34 for their costs, with interest thereon from the 28th day of November A. D. 1850 until paid, which late in our said Court the said Bishop Wells & Co recovered against the said James Stout

as of record is manifest. Also, $ 11,37 increase of costs, and the accruing costs.

further levy leaves

~~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 Bishop Wells & Co

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.

Received this writ February 23 1852
to levy on chattles lands or tenements found where
or to levy April 5 1852
Fees Mileage 100
Serv 1,35
1,35

W. C. Martin Sheriff

Ex. D. 561

Bishop Wells & co
vs
James Stout

Damages	$123.45
Cost	3.34
Increase cost	1.76
This writ	41

Filed April 5 1852
James Irwin clerk

Entered

allison & Curry attys for Plff

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 18th day of November A. D. 1850 Bishop Wells & Co recovered against James Stout

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of One Hundred and Twenty Three dollars and forty five cents, for their damages; as also the sum of $3.34 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 Stout

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 until paid; also the sum of $ 1,76 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 Bishop Wells & Co

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

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

James Stoner Clerk.

Bishop, Wells & Co.
vs.
James Stout

Praecipe for
Execution

Filed May 19. 1851
D Kinkade pr clerk

Bishop Wells & Co. } Union Com. Pleas
vs } Judgt at Nov. Term 1850
James Stout } Amt. $123,45

Issue Execution in this case
Allison & Curry
Attys for Plffs.

To the Clerk of
Union Com. Pleas
Dated May 19th 1851.

Bishop, Wells, & Co.
vs.
James Stout

Praecipe
for Execution

Filed February 21st 1852
James Turner Clerk

Bishop, Wells, & Co.
vs.
James Stout

Judgt. Nov. Term 1850.

Issue Execution in this Case.
Allison & Curry
Attys for Plfts.

To the Clerk of
Union Com. Pleas.
Date Feb. 21st, 1852

Bishop, Wells, & Co.
vs.
James Stout

Praecipe for
Execution

Filed Sept 22nd 1859
Jas Turner Clerk

Bishop Wells & Co. } Union Com. Pleas.
vs. } Nov. Term 1850
James Stout } Judgt. #123,45.

Issue execution in this case.

Allison & Curry
Atty's. for Pltff's.

To Clerk of Union
Common Pleas
Sept. 20th 1852.

Civil/Domestic Case File

Case No. 1850-CV-0039

No. 50-CV-39

Union Common Pleas Court.

James E Harriott
Plaintiff,

AGAINST

James W Evans
Defendant.

NOV TERM. 1850

Settled.

Journal 4 Page 359

Record No. No Record. Page

Ex. Doc. Page

Law No. 46

James E Hamott

vs

James W Evans

Cost Bill made
on Record

James E. Harriot
vs
James W. Evans

Filed August 12, 1850
James Kinkade
Clerk.

Transcript.

Cost Bill made
No Record

James & Harriet
vs
James H. Evans

Plantiffs costs

Summons	12½
1st Supeonas	20
Adgournment	10
2 Supeonas	24½
Swearing witnesses 6	24
7 witniss fee	3.50
Const lost	
Serving Summons	10
Milage	15
Serving Supeonas	20
Milage	30
Serving 2d Supeonas	40
Milage 1	15
Judgment on Trial	5.71
	25

Defendants costs

1 Supeonas for 2 wit	16½
2d Supeonas "	20
Const lost	
Serving Supeonas	20
Milage "	30
	40
This Transcript	31¼

Ballance Debt claimed - - - 85,00

Suit Brot on ~~Bonds~~ an Article of Agreement under Seal signed by Plantiff and Defendant Dated March the 21st 1849 whereby Defendant agrees to pay Plantiff one hundred and Sixty five Dollars as Rent for Certain premises in said article Described being part of Sublot 1852 in the Town of Marysville Union County Ohio for the Term of one year from the 1st day of April 1849 until april 1850 one half Due Oltw the 1st 1849 and the Ballance Due ~~1850~~ April the 1st 1850

July the 23rd 1850

Bill of particulars filed and Credits Given to the amount of Sixty Dollars and 88 cents and Summons Issued and ~~Given~~ Delivered to Edward Powers const for Appearance of Defendant ate the 27th day of July 1850 at 10 O C Am

July 25th 1850 Summons Returned

Served the within writ by Reading to Plantiff on the 23rd Day of July 1850

Fees Service 10 cts Milage 20 cts Edward Powers const

July 23rd 1850 Supeonas Issued by Request of plant for the following Witnesses S. B. Cole and James Turner and Delivered to E Powers const

July the 26th 1850 Supeonas Issued by Request of Defendant for Wm E Lee S. B. Cole and Phillip Snider and Delivered to E Powers constable

July the 26th 1850 Supeonas for all the witnesses return
Served the within writs By Reading to James Turner S.S
Cole and Phillip Snider ~~Hen~~ Lee not found on the 26 Day of July
1850 fees Service 40 cts Milage 45 cts G Powers Const

July the 27th 1850 the Time of Trial the Parties appeared
and upon application of Deffend Trial adjourned until the 3rd
day of August 1850 at 8 Oc A.M. James Turner Appeared
as witness

July the 29th 1850 Supeonas Issued by Request of Plantiff
for the following witnesses James Turner S.S Cole Otway Curry and
James Welch ~~by~~ and Given to G Powers Const and by Request of Defen
dant James Miller S.S Cole Wm G Lee and Philip Snider and Delivered
to Defendant

Aug the 2nd 1850 Supeonas issued by Request of Plantiff Returned
Served the within writ by Reading to James Turner S.S Cole
and James Welch James Turner Demanded his fees which were paid
Service 40 cts Milage 15 cts G Powers Constable

Aug the 3rd 1850 Supeonas issued by Request of Defendant
Returned by Defendant Served by Reading the within Named
witnesses

August the 3rd 1850 The Time of Trial the The ~~Times~~
parties Present Bond filed and Trial had James Turner
S.S Cole Otway Curry James Welch, John G Harriel and
J C Doty Sworn and Examined as Witnesses for Plantiff
James Miller and Wm G Lee Sworn and Examined for Defendant
I do find that the amount Due the Plantiff on Said
Bond with interest is Seventy Nine Dollars and ~~Seventy~~
Forty Seven cents

It is therefore considered by me That Said Plantiff
Recover of Said Defendant the Same of Seventy Nine Dollars
and Forty nine cents and his costs and at five Dollars and Sixty seven cents
to be Levied upon the goods and Chattles
of Said Defendant

The State of Ohio Union Co 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 case Aug the 4th 1850 Joshua Marshall J.P. of the aforesaid Township

James E Harriot
vs
James H Evans

Papers in Evidence
in the above case

Filed August 12 1850
James Rinkade Jr Clerk

Cost Bill made
No Record

Filed August 12, 1850
James Kinkade Jr. Clerk

In the action of James & Harriet Against James W Evans ~~the~~ & W^m T Brophy Do acknowledge myself Bail for the appealant in the sum of One hundred and eighty Dollars To be levied of ~~our~~ 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 Wm T. Brophy

Taken signd and acknowledged on this 12th Day of August 1850 Joshua Marshall J P

and in one hundred dollars for money found to be due from the defendant to the plaintiff, on an account then and there stated between them - which said several last mentioned moneys were to be respectively paid by the defendant to the plaintiff on request, yet the defendant hath not paid any of the said last mentioned moneys or any part thereof - to the plaintiffs damage of ninety dollars and thereupon he brings his suit &c.

By Allison & Curry, his attys

Winnebago Plea

James G Harriott
vs
James W Evans

In debt - Nar

Filed September 25th 1850
James Miller Recorder Clerk

Allison & Curry

The State of Ohio } Court of Common Pleas,
Union County ss } August Term A.D. 1850

James E Harriott complains of James W Evans in a plea of debt - for that whereas, the plaintiff heretofore, to wit, on the 21st day of March A.D. 1849 at the County of Union aforesaid demised to the defen = dant a certain messuage and premises, with the appurtenances, to have and to hold the same to the defendant for the term of One year from the 1st day of April A.D. 1849 thence next ensuing, and fully to be complete and ended, yielding and paying therefor during the said term to the plaintiff the yearly rent of One hundred and sixty five dollars payable half yearly, to wit one half to be paid on the 1st day of October A.D. 1849 and the ballance on the 1st day of ~~October~~ April A.D. 1850, by virtue of which said demise, the defendant entered into the said demised premises with the appurte = nances, and was possessed thereof from thenceforth until the 1st day of April 1850 the time of the expiration of said lease - when a large sum of money, to wit, the sum of One hundred and sixty five dollars the rent aforesaid for the said term ending on the day and year last aforesaid, and then last elapsed, was due and payable from the defendant to the plaintiff, to wit, at the County of Union aforesaid, whereby an action hath accrued to the plaintiff to demand and have of and from the defendant the said sum of One hundred and sixty five dollars, ~~being the~~ yet the defendant (although often requested so to do) hath not paid the same or any part thereof.

And whereas also the defendant, on the 1st day of June A.D. 1850 at the County of Union aforesaid was indebted to the plaintiff in the sum of one hundred dollars, for the use and occupation of a certain ~~messuage~~ lands and premises, with the appurtenan ces, of the plaintiff, by the defendant, at his request and by the sufferance and permission of the plain = tiff for a long time held and enjoyed;

Bill of Particulars

James E Harmot
vs
James Hevous

James E Harriott } Bill of Particulars.
vs
James W Evans } Suit brought on an article of agreement under seal, signed by plaintiff and defendant, dated March 21st 1849, whereby defendant agreed to pay to plaintiff One hundred and sixty five dollars as rent for certain premises in said article described, being part of Sn Lot No. 52. in the town of Marysville, Ohio. for the term of One year from the 1st day of April 1849 until April 1850 - One half due Oct 1st 1849 and the ballance due April 1st 1850 - Whole amount $165.00
Interest to be added from the times due

The defendant is entitled to the following Credits -

Oct 1849 -	By amount paid for taxes on said property	$51.88
	By Book account for store goods up to this date	29.00
	By Order redeemed given by me to Stephen Winget	10.00
	Total amt of Credits	$90.88

Ja. E. Hamitt
vs
James W. Evans

Agreement

Filed Nov 9. 1850
J. A. Kinkade Jr Clerk

James E. Harriott
vs
James W. Evans } In Union Com. Pleas.
In Debt.

This case is settled at the Defendants Costs. and no Record to be made.

James E Harriott
James W. Evans

November 9. 1850.

Article of Agreement
Made by and betwen Hugh Lee of Sevora County & State of Ohio of the first part And Samuel A Jaques of Logan County & Sate aforesaid of the second part
Witnesseth that
The said Hugh Lee of the first part Hereby Leases or Rents the Exchange House Situated in the Town of Marysville in union County and the Lot directly North of the Court House except so much of the said Lot as Brophey's Lease Covers And also the Lot and Stables thereon across on the East side of the Alley For the the term of two years from and after the first day of April next On the following terms
to wit In Consideration thereof Samuel A Jaques agrees and Binds himself to pay Hugh Lee or order forty three Dollars & seventy five cents at the expiration of each quarter or every three Months thirty seven Dollars & fifty cents in Cash And six Dollars & twenty five cents in makeing permanent repairs or improvements on the premeses or Buildings to repair the stable Roof & floors & to lay floor on the third story of the House and finish off a Room or Rooms all the work to be done in a good workman like manner at a fair Cash prices
The said Jaques to have and to hold the above Discribed premeses for the term of two years from an after the first day of April Eighteen Hundred forty nine Provided that he fullfills the above agreement And Deliver up peasable possession

at the expiration of said Lease leaving the windows hole and also all the rest of the Premises in as good repair as the now are except the natural ware

In Testimony hereof on this 12th day of Jany AD Eighteen Hundred & Forty nine We interchangeably set to our hands

Hugh Lee

Witnest John Miller

Samuel Jaquith

I hereby assign the within article of agreement to W. W. Woods for value Recd, this January 31. 1850

Hugh Lee
for Wm E Lee Agt

Jan 1850

I hereby assign the within agreement to Hugh Lee for one hundred dollars for the use of Jno M Tabb Esq. Jno M Tabb

Thos Smith
Nathaniel Miller

Civil/Domestic Case File

Case No. 1850-CV-0040

No. 50-CV-40

Union Common Pleas Court.

Samuel M Campbell adm
Plaintiff,

AGAINST

Templeton Leguell,
Defendant.

NOV TERM, 1850

JUDGMENT VS DEFENDANT
$26 50

Journal 4 Page 375

Record No. 6 Page 36

Ex. Doc. 1 Page 406

Law No 48

Samuel M Campbell
admr &c
vs
Templeton Leggit

3

Costs Bill on file
Record

Recorded

S. McCampbell Ex.
vs
T. Leggett
Transcript
for appeal

Filed August 12th 1850
James Kirkwood Clerk

Transcript

Samuel McCampbell
Adminst of the estate
of J. L. McCampbell deceased
vs
Templeton Liggett

Suit brought on a book account
items amount to $35.00
Damage claimed $35.00
Bill of particular filed

Plaintiffs costs

Summons	.12½
S. Dodds const fee	.10
Subpeona	.20
const fees	.47½
3 witnesses	1.50
Shearing witnesses	.12
entering judg	.25
	$2.77

August 5th 1850 Summons Issued delivered to Samuel Dodds const for appearance of defendent on the 8th day of August 1850 at 2 O'Clock P M
Summons 10¢
Same day Summons returned Personally Served by reading this writ to the defendent August 5th 1850 Service .10 cents
Samuel Dodds const
August 5th 1850 Issued Subpeona for William Liggett William Saterfield and James Armstrong witnesses for the plaintiff
Subpeona for three witnesses .20 cts
Same day Subpeonas returned Served the within by reading to William Liggett and James Armstrong left a copy at the house of William Saterfield August 5th 1850
Mileage .15 cts Service 32½ cts total .47½ cts
Samuel Dodds const
August 8th 1850 at 2 O'Clock P. M. Parties present at the request of the defendent Subpeona issued for S. B. Woodburn and John Liggett as witnesses for defendent for their appearance forthwith returned personally Served by reading this writ to S. B. Woodburn and John Liggett
Service .20 cts Samuel Dodds const
Parties present trial had William Liggett William Saterfield and James Armstrong were Sworn and examined as witnesses for Plaintiff ~~it~~
It is therefore considered by me that the Plaintiff recover of the defendent the sum of twenty Six Dollars and Seventy five cents and costs to the amount of two Dollars and twelve cents. the Plaintiff called three witnesses to prove the same ~~It~~ thing is considered by me that the Plaintiff pay the cost of third witness cost herein taxed at Sixty five cents

defendent costs

Subpeona	.12½
const fees	.20
witness fees	1.00
Transcript	.31
	1.63

The State of Ohio Union Jerome Township S.S.
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 B. Dort J. P.
of the afore said Township

Union Com Pleas

M Campbell adm
vs
Leggit
suit for wits

Filed Nov. 20. 1850
James Rink ado for Clerk

Received this writ November 20th 1850
Service this writ personally upon
William Stafford and Thomas Bassler
Nov. 20th 1850 William C. Martin Sheriff
Fees Mileage 5
Serv 25

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Willis Twiford and Chaney Barlow

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 Samuel McCampbell admr of Jas L McCampbell, dec'd in a certain controversy in said Court depending, wherein Samuel McCampbell, admr of James L McCampbell dec'd is Plaintiff, and Templeton Zigler ——— 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 20th day of Nov A. D., 1850 James Kinkade Jr Clerk.

Union Com. Plea

Templeton Ligget

adm

S. McCampbell

Plea

Filed November 15. 1858
James Kinkade Jr Clerk

Demurrer

By C. & C.

Templeton Liggett
a ds
Samuel McCampbell Admr. } In Union Com. Pleas

And the Defendant say that the plaintiff ought not further to maintain his action, because the defendant now brings into Court the sum of Fourteen dollars ready to be paid to the plaintiff together with the sum of Nine dollars the costs that have accrued, and the Deft. further says that the plaintiff has not sustained damages to a greater amount than the said sum of fourteen dollars in respect of the causes of action in the declaration, and the several counts thereof mentioned and this he is ready to verify: wherefore he prays judgement, if the plaintiff ought further to maintain his action thereof.

By Cole & Coats
his Attys

Union Com Pleas

Saml McCampbell
admr

vs

Templeton Liggett

Replication

Filed Nov. 20. 1850
J Kirkpatrick for Clerk

Albion & Avery

Samuel McCampbell Admtr &c } In Union Com Pleas.

vs

Templeton Liggett } The plaintiff saith that he ought not to be barred from further maintaining his aforesaid action because he saith that he as such Administrator hath sustained damages to a greater amount than the said sum of fourteen dollars in respect of the causes of action in the declaration mentioned, and this the plaintiff prays may be inquired of by the Country, and the defendant doth the like.

By Allison & Curry
His Attys -

M Campbell
vs
Liggett

bond

Filed Aug. 12, 1850
James Kirkpatrick Clk

In the action of Samuel McCambell administrator of the estate of James L. McCambell Deceased against Templeton Leggett

Walter Gowans Sen

I do acknowledge myself bail for the appellant in the sum of Sixty 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

Walter Gowans Sen

Taken, signed and acknowledged on this twelf day of August eighteen hundred and fifty Before me

James B Dont
justice of the Peace

M Campbell
vs
Leggett

Filed Nov. 15. 1850
D Kirkwood Jr Clk

S M C Campbell Adm.
vs
Templeton Ligget

Issue a Subpoena for the following witnesses for Deft. testimony Perry Buck Jacob Marshall James B Dorlt. James McGuire. Samuel Resler. ~~John Ligget~~. & John Preston

To Johnson Rudder Jr. Clerk Nov. 13 1850. Cook & Coats Attys for Deft.

List of witnesses in case of McCampbell vs Liggett

Filed Nov 5. 1850
S Kirkpatrick clk

Antares, of 1st magnitude

Samuel McCampbell
admr &c
vs
Templeton Liggett

List of witnesses
for Nov Term 1850

William Liggett -
Thos M Ewing
Edwin Converse
~~Andrew Lodge Jr.~~
~~Ada Converse~~
Wm McCampbell
Wm Bigger

Issue Subpoena for the above persons
witnesses for Pltff -
To Las Kinkade Jr Clerk

Allison & Lowry
Attys for Pltff -

Filed Nov. 20. 1850
J. Pitt Radcliff Clk

Saml McCampbell Admr
vs
Templeton Liggett

Issue Subpoena
for Willis Tinford and
Chancy Barlow witnesses
Allison & Curry Attys for Plty

for Plty –
Nov 20th 1850
To Clerk of Union Com Plea –

Union Com. Pleas

Samuel McCampbell
admr &c
vs
Templeton Siggett

Sub for writs

Filed Nov. 18. 1850
Ja Hinkson for Clerk.

Nov 11th 1850 Served this writ personally upon
William Siggett Thomas McCurry,
Citizens Connecticut County for William
Bryce & Zachariah Aldenman and upon
William McCampbell Nov 15th 1850
Fees Mileage 80
Service 5 Fee
W. C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Liggett, Thomas M. Ewing Edwin Converse, Judah Dodge Jr. William McCampbell, and William Bigger — and Zachariah Coleman

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 third day of next term, at nine o'clock, A. M., to testify and the truth to speak on behalf of Samuel McCampbell admr of the Estate of James L McCampbell decd in a certain controversy in said Court depending, wherein Samuel McCampbell admr &c — is Plaintiff, and Templeton Liggett — 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 6th day of November A. D., 1850

James Kinkade Jr Clerk.

Union Com. Pleas

Saml McCampbell
adm'r &c
vs
Templeton Leggett
suit for wits

Filed Nov. 18. 1850
Jas Kinkade jr clerk

Nov 15th 1850. Served this writ personally upon Perry Buck, Lewis Marshall, James B. Ford, James McPherson, Samuel Riddle, & John Porter

Fees Mileage 1.75
Service 3.75
5.50

W. C. Mulvin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Perry Buck, Jonah Marshall, James B Dort, James McIntyre, Samuel Ressler, and John Preston

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 3rd day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Templeton Liggett in a certain controversy in said Court depending, wherein Samuel McCampbell adm. of Saml S McCampbell dec'd is Plaintiff, and Templeton Liggett 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 15th day of Nov. A. D., 1850 James Kinkade Jr Clerk.

Union Com Pleas

Samuel McCampbell
Admr &c

vs

Templeton Liggett

In Assumpsit - Narr

Filed September 21st 1850
James Kirkpatrick clerk

Plaintiff

Allison & Curry

The State of Ohio } Court of Common Pleas.
Union County ss } August Term A.D. 1850

Samuel McCampbell, administrator of the estate of James D. McCampbell, deceased, complains of Templeton Liggett in a plea of assumpsit for that whereas the said Templeton Liggett, ~~on the~~ in the life time of the said James D McCampbell, to wit, on the 1st day of January A.D. 1850 at the County of Union aforesaid, was indebted to the said James D McCampbell in the sum of thirty five dollars for goods then and there sold and delivered by the said James D McCampbell to the defendant at his request;

And in thirty five dollars for the price and value of work and labour then and there done, and materials for the same provided by the said James D McCampbell for the defendant at his request;

And in thirty five dollars for money found to be due from the defendant to the said James D McCampbell 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 said James D McCampbell to pay him the said moneys on request. Yet the defendant hath disregarded his promises, and hath not paid any of the said moneys, or any part thereof, either to the said James D McCampbell in his lifetime, or to the plaintiff, as administrator aforesaid, since the death of the said James D McCampbell; to the damage of the plaintiff as administrator as aforesaid of fifty dollars. and thereupon he brings his suit, &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 James D McCampbell deceased.

By Allison & Curry
His Attys

McCampbell adm
vs
Liggett

Filed Aug 12. 1850
Jas Kirkpatrick for clk

Bill of Particulars

Cost Bill made
Recorded

Liggett
Templeton, to J. L. McCampbell Dr August 19th 1848

	$	Cts.
to visit and medicine for self 20th	1.	50
to visit and medicine for self 21st	1.	50
to visit and medicine 1.25 to pulverized quinine 50 22d	1.	75
to visit and medicine for self 1.50 Do. Do. 1.75 23d	3.	25
to visit and medicine for self 24th	1.	50
to visit and medicine for self 25th	1.	75
to visit and medicine for self 26	1.	50
to visit and medicine for self 27th	1.	50
to visit and medicine 28th	1.	50
to visit and medicine 29th	1.	25
to visit and medicine 1.25 Same Day Do. Do. 1.50 30th	2.	75
to visit and medicine 31st	1.	50
to visit and medicine September the	1.	25
to visit and medicine 2 do	1.	25
to visit and medicine 3 do	1.	25
to visit and medicine 11 do	1.	25
~~to visit and~~ medicine 14 do		1.25
to ~~visit and~~ medicine 10 September ~~Templeton Liggett~~		37½
~~Dr for~~ Nancy Liggett Dr to visit medicine 11 do	1.	50
do to do 12 do	1.	25
do to do 13 do	1.	25
do to ~~do~~ medicine 14 do		.50
do to ~~do~~ visit medicine 15 do	1.	00
do to do 10 do		.75
do to ~~do~~ medicine 17 do		.25
do to do 19 do		.37½
do to do 26 do		.37½
do to do visit medicine		1.00

#26.75
#26.50

406

Samuel McCampbell
Administrator of the Estate of
J. L. McCampbell deceased
vs
Templeton Liggett

Damages $26.50
Costs 34.16
This increase unit .41

Cr Nov 15. 1852. $23.00

Recorded

Received this writ February 24 1857
The defendant said this writ within in full on the
twenty day of March A.D. 1857
My fees Retained Being 1.18
William G. 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 18th day of November A. D. 1850 Samuel McCampbell administrator of the Estate of J. S. McCampbell dec. recovered against Templeton Siggett

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

~~cents for~~ ~~debt,~~ the sum of Twenty Six dollars and fifty cents, for his damages; as also the sum of $ 34.16 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 Templeton Siggett you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 21st day of November A. D. 1850 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 Samuel McCampbell Adeninistrator of the Estate of J. S. McCampbell deceased

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 24th day of February A. D., 1851

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0041

No. 50-cv-41

Union Common Pleas Court.

Peter Hopkins
Plaintiff,

AGAINST

John Baldwin
Defendant.

NOV TERM, 1850

JUD'G VS PLAINT'F

Journal 4 Page 359.

Record No. No Record. Page

Ex. Doc. Page

Law No 47

Peter Hopkins
vs
John Baldwin

Ces to Bill made
no Record

Union Com. Pleas

Peter Hopkins
vs
John Baldwin

Writ of Scire facias

Filed August 13. 1850
James Kinkade pr clerk

Cost Bill & Docket
No Record

Allison & Henry attys
for Plff

The within named John Baldwin
not found, August 13. 1850
Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas ~~John~~ Peter Hopkins lately to wit on the 27th day of April AD 1842 in our Court of Common Pleas within and for the County of Union by the Judgment of the same Court recovered against John Baldwin Two hundred and eighty seven dollars and fifty cents for his damages which he had sustained by reason of the not performing certain promises and undertakings then lately made by the said John Baldwin to the said Peter Hopkins; and also Nineteen dollars & fifty one cents for his Costs and charges by him about his suit in that behalf expended; whereof the said John Baldwin is convicted, as appears to us of record; And now on the behalf of the said Peter Hopkins, in our said Court of Common Pleas, we have been informed, that although Judgment be thereupon given which he avers still remains in full force and effect in no wise set aside, reversed, paid off, or satisfied, yet execution of the damages and Costs aforesaid still remains to be made to him; wherefore the said Peter Hopkins hath besought us to provide him a proper remedy in this behalf; and we being willing that what is just in this behalf should be done, command you that you make known to the said John Baldwin that he be before the Judges of our said Court of Common Pleas, forthwith, to show if he has or knows of any thing to say for himself, why the said Peter Hopkins ought not to have his execution against him, of the damages and costs aforesaid, according to the force form and effect of the said recovery if it shall seem expedient for him so to do; 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 James Kinkade Jr Clerk of said Court at Marysville this 12th day of August AD 1850

James Kinkade Jr Clerk

Union Com Pleas

John Hopkins
vs
John Baldwin

Praecipe for Sci Fac

Filed Aug 12. 1850
J. A. Kirkpatrick Clk

Rec

Allison & Curry

Pltff
~~John~~ Hopkins
vs
John Baldwin

Judgt in Minor Com Pleas - April Term 1842 for $287.50 damages & costs of suit -

Issue a Scire Facias to revive said judgment returnable forthwith -

To Dal Kinkade Dr
Clerk -

Sept 12th 1850

Allison & Curry
Attys for Pltff -

Civil/Domestic Case File

Case No. 1850-CV-0042

No. 50-CV-42 1

Union Common Pleas Court.

John W Irwin
Plaintiff,

AGAINST

Robert Gibson et al
Defendant.

NOV TERM. 1850

Settled

JUDGMENT VS DEFENDANT

Journal 4 Page 362 359

Record No. No Record Page

Ex. Doc. Page

Law No 49

John D Irwin
vs
Robt Gibson &
John W Hopkins

Cost Bill made
No Record

John A. Irwin
vs
Robert Gibson &
John W Hopkins

Transcript

Filed August 13. 1850
James Kirkpatrick clk

John D. Irwin
vs
Robert Gibson &
John W. Hopkins

Debt	$23.33
Pltfs costs	
Fees Summons	12½
Subpoena	24½
Swearing 4 Witt	16
Judgment	25
Const. Serving Subs	50
" " Sub	60
Witness M Williams	50
H. Criswell	50
J Hawley (pay Pltf)	50
W. Porter	25
Defts costs	
Fees 2 Subpoenas	50
Swearing 5 Witt	20
Satisfaction	10
Bail	25
Transcript	31¼
Const serving Subs	1.35
Witnesses S Gibson	50
A Gibson	50
D. Ward (pay Pltf)	50
P. Wilmeth	50
Ed Turner	50

State of Ohio, Union County Paris township ss.

Suit brot on note which reads $75 For value Rec'd we or either of us promise to pay John D. Irwin or bearer seventy five dollars in good merchantable brick delivered in Marysville at Market price on or before the first day of August next Nov 8th 1841. Robert his + mark Gibson John W. Hopkins. Attest A Hall, J.P. Murdered out. Said Note is endorsed September 1847 Received on the written twenty three dollars.

July 13, 1850. Issued Summons for the appearance of the defendants July 18th 1850 at 10 o'clock A.M. and delivered the same to Adam Wolford Constable.

July 15, 1850 Summons returned Served this writ by reading to the within named Robert Gibson & John W. Hopkins fees Service 20. Milage 30 July 15th 1850 A Wolford jr Const.

July 15, 1850. At request of Deft issued Subpoena for Levin Gibson, William Gibson Perry Ward John Wilmeth. P. Philip Wilmeth James Turner and delivered the same to Adam Wolford jr Constable July 17, 1850 Subpoena returned served this writ upon all the within named witnesses by reading. Fees. Service 60. Milage 60 July 16, 1850 A Wolford jr Const.

July 16, 1850. At request of Deft (Hopkins) issued a Subpoena for Joshua B. Marks & Thomas Marks and delivered the same to A Wolford jr Constable. July 18th 1850 Subpoena returned served this writ upon the within named Thomas Marks fees Service 10. Milage 05. July 18th 1850. J. B. Marks not found A Wolford Const. July 17, 1850. At request of Pltf issued Subpoena for John Hawley, Matthew Williams. Harvey Criswell. James Gregg and delivered the same to A Wolford jr Constable July 18, 1850 Subpoena returned served this writ upon the written named John Hawley. Matthew Williams. Harvey Chriswell fees Service 30 Milage 30 July the 18. 1850 James Gregg not found. A Wolford jr Const.

July 18, 1850 10. o'clock A. M. the parties appeared

The plaintiff demanded a bill of particulars of the Defendants set off which was accordingly filed Trial had, Levin Gibson William Gibson Perry Ward, Philip Wilmoth and James Turner sworn and examined as witnesses for the defendants, and Matthew Williams, Wriswell John Hawley and William Irwin sworn and examined as witnesses for the plaintiff, and I do find that there due the plaintiff the sum of $23.33. It is therefore considered by me that the plaintiff recover of the defendants the sum of twenty three dollars and thirty three cents and his costs herein taxed at three dollars and sixty three cents,

John Hawley witness for Pltff demanded his fees, paid by Pltff

Perry Ward witness for Deft demanded his fees, paid by Deft

Notice of appeal by Defendants

In the action of John D Irwin against Robert Gibson & John W Hopkins I, Bill Welch do acknowledge myself bail for the appellants in the sum of sixty five dollars to be levied of my goods and chattels, lands and tenements, in case the appellants shall be condemned in the action and shall fail to pay the condemnation money, and costs that have accrued or may accrue in the Court of Common Pleas. ~~Signed~~ Bill Welch

Taken, signed and acknowledged, on this 27th day of July in the year 1850 before me

James M. Wilkinson J.P.

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. Wilkinson J.P.
of the aforesaid township

R Gipson
vs
$75-00

September 1847

Received on the
with in twenty
three dollars

Sept 23 the 1842
I sign the [illegible]
to [illegible]

July 18. 1850
Judgment rendered on the
within note for a balance of
$23.39. before me
James M Millikin J.P.
Paris Township Union County Ohio

Filed Aug 15. 1850
Geo Kirkpatrick c/k

75 $

For value Recd we or either of us promise to pay John D Irwin or bearer Seventy five dollars in good merchantable bitch delivered in Thaysville at Market price on or before the first day of August next

Nov. 8th 1841

Robert his ✝ mark Gibson
John W Hopkins

Attest.
A. Hall
L. P. Stinchcomb

Robert Gibson et al
ads
John D Irwin
Defts Bill Particulars

Filed July 18. 1850
James M Williamson J.P.

6

Date May 13. 1850
Jno Hutchinson Jr clerk

Robert Gibson
et al ads
John S Irwin } Defendants. Bill of Particulars.

John S Irwin
To Robert Gibson Dr.

Aug 28-1842	To 17.550 bricks		$70.20
" 1844	" 9½ months pasture		4.75
Dec 27 "	" 3 cords wood		2.25
Nov 5 "	" 1 ton of hay		3.00
" "	" 1 " " " delivered to		3.00
	Mrs Millers		
Feb 1845	3 cords wood		2.25
April 8 "	18 lb Sugar		1.12½
June 8	" Hauling 3 loads stone from Beards Mill		3.75
Oct 3	To Hauling timber ½ day with team		.75
" 4	" 5 bushels oats		1.00
Nov 22	" 12 " corn		3.00
"	" 3 cords wood		2.25
"	" 3 months pasture		1.50
January 1846	" 2 loads wood		1.12½
Feb 3 "	" 2 " "		1.12½
Ma 15 "	" 3 gallon Molasses	x	1.62½
Oct 26 "	" 3 loads wood		1.62½
Feb 3. 1847	" Hauling plank		.25
" 23 "	" 1 cord wood		.75
Sept "	" Cash paid on note		23.00

Defendants plead payment of the note - and asks a judgment for ballance

L. D. Irwin
vs
Gibson et al
agreement

Filed Nov 9. 1850
J. Kirkland for Clk

John L Grier
vs
Robert Gibson &
John W Hopkins

} on Appeal from Esq. Wilkinson

— The above suit is settled this day —
Defendant is to pay plaintiff Twenty three dollars
30 of the money notes given
suit is to be dismissed. Plaintiff is to pay his own
witness — before the Justice of the peace and Deft to
pay the balance costs. papers to be with
drawn & no Record to be made

November 9th 1850

Cole & Coats Attys for Plff
Robt his mark Gibson

Filed Dec 7. 1850
J Kirkpatrick clk

Marysville Union Co O Nov 21 1850

Robert Gibson Dr to

Fees for services rendered in the case

of I G Irwin vs Robert Gibson

John W Hopkins two $\frac{45}{100}$ dollars

A Wolfard Jr Const

Filed Dec. 7. 1850
L Kirkado Jr clerk

John D. Irvin
vs
Robert Gibson &
John W. Hopkins

Union Com Pleas,
Appeal from the Docket of
James M. Milkinson J.P.

Received of Robert Gibson one of the defendants, two dollars and twenty three cents in full of my fees in the above case

James M. Milkinson Late J.P.

John S. Irwin
vs
Robert Gilmore John
W Hopkins

Jn Lewis C. Selden

Assumpsit

Filed September 24. 1850
James Kinkade Jr Clerk

Cost Bill made
no Record

Cole & Coats and
L C Dougherty Attys
for Plaintiff

The State of Ohio
Union County ss } In Union Common Pleas
August Term AD 1850.

John D Irwin complaining of Robert Gibson and John W Hopkins, in a plea of Assumpsit, for that whereas the said Robert Gibson and John W Hopkins on the 8th day of November AD 1841 at the County of Union made their promissory note in writing and delivered the same to the said John D Irwin and thereby promised to pay to the said John D Irwin or bearer Seventy-five dollars in good merchantable brick, delivered in Marysville, at the market price on or before the first day of August next after the date thereof, which period is now elapsed, and the said Robert Gibson and John W Hopkins, then and there in consideration of the premises promised to pay the amount of the said note to the said John D Irwin according to the tenor and effect thereof: And also for that whereas the said Robert Gibson and John W Hopkins, on the 10th day of July AD 1850 at the County of Union was indebted to the said John D Irwin in Seventy-five 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 Seventy-five dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request: And in Seventy-five dollars for money then and there lent by the plaintiff to the defendants at their request: And in Seventy-five dollars for money then and there paid by the plaintiff for the ~~defendants~~ use of the defendants at their request: And in Seventy-five dollars for money then and there received by the defendants for the use of the plaintiff: And in Seventy-five dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them: And whereas ~~the defendants~~ afterwards on the 12th day of July AD 1850 in consideration of the premisis, then and there promised to pay the said last mentioned several sums of money to the plaintiff 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 plaintiff One hundred and Twenty five dollars and thereupon he brings suit &c

By Cole & Coats — C Dwight
His Atty's

Civil/Domestic Case File

Case No. 1850-CV-0043

No. 50-cv-43

Union Common Pleas Court.

Levi Spencer
Plaintiff,

AGAINST

Samuel G Kirkpatrick
Defendant.

APR TERM, 1851

JUD'G VS PLAINT'F

Journal 5 Page 18

Record No. 6 Page 57

Ex. Doc. A Page 24

Land No. ~~20~~ 10

Levi Spencer

vs

Samuel S. Kirk &
H. W. Lewis

Cert. Bill made
Record

Recorded

Levi Spencer
vs
Samuel Kirk et al

Transcript

Filed August 13. 1850
James Kirkadoff Clerk

Recorded

Levi Spencer
vs.
Samuel J. Kirk &
H. W. Lewis

State of Ohio Union County ss.
Action of debt.

Suit brought on book account as bill of particulars filed.— S. J. Kirk & H. W. Lewis Dr. to Levi Spencer February 13th 1850 to twenty five bushels of corn at 23 cents per bushel. — $5, 75

Debt — — $5, 75

Justices fees.

summons — —	0, 12½
subpoena for 3 —	0, 20
continuance	0, 10
3 subpoenas	0, 41
swearing 6 witness	0, 24
Judgment	0, 25
	$1, 32

transcript $00, 31¼ paid

Constables fees

for serving summons	$00, 15
for serving subpoena	00, 50
for serving 3 subpoenas	1, 00
	$1, 65

witness fees

Samuel A Tunks 2 days	$1, 00
Wm McAllister 2 days —	1, 00
Adam Sager 2 days —	1, 00
Joseph Hunt 1 day	0, 50
Benjamin Welsh 1 day	0, 50
Edward Fawn 1 day	0, 50
	$4, 50

April the 22nd 1850

By order of the plaintiff summons was issued returnable April the 27th 1850 at 1 O'clock P.M.

Justices fees 12½ cents

April the 22nd 1850 By order of the plaintiff subpoena was issued for Samuel A Tunks William McAllister & Adam Sager Justices fees 20 cents

April the 27th 1850 summons was returned in due time endorsed April the 23rd 1850 served by reading fees taxed at 15 cents C. Scott Constable

April the 27th 1850 Subpoena returned in due time endorsed April the 23rd 1850 served by reading fees taxed at 50 cents Charles Scott Const.

April the 27th 1850

The parties attended according to process and the trial was called whereupon the defendant (Samuel J. Kirk) demanded a continuance for ninety days on the account of a material witness being out of the State Whereupon a continuance was granted by the defendant (Samuel J. Kirk) filing his affidavit untill July the 16th 1850 at 10 O'clock P. M.

The State of Ohio
Union County ss.

Personally appeared Samuel J. Kirk before me Abijah Gandy a Justice of the peace for the County aforesaid who being duly sworn deposeth and saith that he is not ready and that he cannot get ready for trial under ninety days on the account of a materil witness being out of the State and further this deponent saith not. —

S. J. Kirk

Sworn & subscribed to before me. April the 27th 1850 Abijah Gandy J.P.

July the 15th 1850 By order of the defendant subpoena was issued for Edward Fawn Justices fees 12½ cents

July the 16th 1850 by order of the plaintiff subpoena was issued for Adam Sager & Joseph Hunt Justices fees 16th cents

July the 16th 1850 by order of the plaintiff subpoena forthwith was issued for Benjamin Welsh Justices fees 12½ cents

July the 16th 1850 subpoena for Edward Fawn was returned in due time endorsed July the 15th 1850 served by reading fees taxed 50 cents C. Scott Constn

July the 16th 1850 subpoena for Adam Sager & Joseph Hunt was returned in due time endorsed July the 16th 1850 served by reading fees taxed at 30 cents Charles Scott Constable July the 16th 1850 subpoena forthwith was returned in due time endorsed July the 16th 1850 served by bringing the within named witness forthwith fees taxed at 20 cents Charles Scott Constn

July the 16th 1850

The parties attended according to adjournment and the trial was called and the witness's was sworn and examined according to law whereupon Judgment was rendered against the said defendants (Samuel J. Kirk and H. W. Lewis) for the sum of five dollars and seventy five cents and costs of suit?

Abijah Gandy J.P.

In the action of Levi Spencer against (Samuel J. Kirk and H. W. Lewis) I Samuel McBratny acknowledge myself bail for the appellant in the sum of seventy five dollars to be levied of my goods, and chattles, lands, & tenements, in case the appellant shall be condemned in the action and shall fail to pay the condemnation money, and costs that have accrued or may accrue, in the Court of common please.

Samuel M Bratney

Signed) Taken signed & acknowledged on this 30th day of July 1850

Abijah Gandy J.P.

The State of Ohio } I Abijah Gandy a justice of the peace in and for the
Union County ss. } township of Leesburg in the County and State aforesaid do hereby certify that the above is a correct transcript of the proceedings and Judgment in the cause, before me. —

Given under my hand and seal. —

this 30th day of July 1850

Abijah Gandy Justice of the peace

373

Case to this case, 17 E. Com. Law, 225. 2 Ewart

agent is personally liable, esp. where the principal is not
made known, or where the agent contracts in his own name,
or where he exceeds his authority 2 Kent. Com 630
or where money has been misapplied to him, & he says it was
after notice, or settled with the principal after notice.
If an agent buy goods in his own name, for the benefit
of his principal & without disclosing the name of his principal,
the principal is bound as well as the agent - provided the goods

Lewis Shum
J. J. Klein &
H. H. Lewis

Mr. Brown.

Was there money Levi stated with boys.
& was laughing in Library & he so he had Kirk & Starks
Case.
Can not guess 25 cts. ----

Hubbell — p. 20 — ~~Friday~~ 1 Oct 25 Just this he
was agent, should be commissions, & thinks the agent
purchase is bad as well as agent, if goods can other
wise.

Cole.
Starks & this Kirk was acting as agent of Levi in
sending him to buy the Cow.

Where they had seen Starks after Cow.
Where found cow
1 in pine entrance
2 Then in woods for the pine benefit. ---

Verdict: 12 dollars. 1 Oct 25 — 1 Engleh Co. L. Reb.

Spencer vs Rist

Filed Nov. 2. 1850
J. A. Kirkadall clerk
To the Clerk of
Common Pleas of
Union County
Ohio

Open to argument of plaintiffs
Attorney Nov. 18. 1850
J. A. Kirkadall for clk

Sealed up and directed
by me Abijah Gandy Justice of the Peace

Levi Spencer
vs
Kirk & Lewis

Cert Bill

Union Common Pleas, April Term, A. D. 1857

Levi Spencer vs. Kirk Lewis } Judgment for cost vs Plaintiff

COST BILL.

Clerk's Fees.	Pl'ff.	Def't.
Docketing cause filing Trans	~~8~~ ~~6~~	8 6
Issuing summons		
Entering return		
" rule for costs		
Appearance, each 8,	8	~~8~~
Filing declaration	6	
Copies of pleadings	40	10
Filing plea	6	~~15~~
Affidavit		
Filing replication		
Filing 6 papers, each 4,	24	
Continuance	10	
Issuing venire		
" subpœnas for witnesses	28	
Entering return	10	
Swearing jury		
" witnesses, each 4,	16	
" constables, each 4,		
Entering claims of witnesses, each 6,	24	
Giving orders to do. each 8,	32	
Entering verdict	10	
Motion for new trial		
Judgment		
Entry on minutes	10 10	
Satisfaction	12	
Record	.50	1.25
Cost Bill	25	25
Certificate to Supreme Court		
Entering mandate in minutes		
	291	1.92

Sheriff's Fees.		Pl'ff.	Def't.
On summons Malno			
subpœnas		1.00	
Calling jury			
" witnesses, each 6,		30	
" cause, etc.		32	
		1.62	
Summoning jury			
Jury fee			
Costs on Depositions.			
Justice's fees A Gandy		50	
Constable's fees			
Witnesses' fees			
Costs on Transcript.			
Justice's fees A Gandy		132	31¼
Constable's fees Charles Scott		1.65	
Witnesses' fees			
Witnesses' fees			
S A Trunks	1.00 75	1.75	
W McAllister	1.00 50	1.50	
Adam Sager	1.00 75	1.75	
Joseph Hunt	50	50	
Benj Walker	50 . 75	1.25	
Eedron Hanes	50 .	50	25
Joseph Brannan	25	25	

Plaintiffs witnesses

1st Adam Sager testifies that he wanted to sell Mr Lewis some corn & Lewis asked what he Sager would take & he said that he would take 23 cents per bushel and Lewis said that the would give it if he would draw it to him if Mr Kirk had not engaged enough he Sager went to see Mr Kirk and he said that he could get corn enough for 20 cents per bushel

2nd Joseph Hunt testifies that he was owing Mr Kirk corn at the time Mr Lewis was at Mr Kirks buying hogs and & he asked him if he would not give him more than 20 cents per bushel and he said not that he had bought one hundred bushels of corn of Mr Spencer for 20 cents per bushel and haul it himself or 23 cents per bushel & Spencer haulx it ——

3rd Wm McAllister testifies that the night ~~befor~~ before Lewis went away from Kirks with his hogs that he wanted some more corn to feed with than what they had and Mr Kirk asked him McAllister if he would not let them have some and he said that he would and wanted to know what he would give & he said that he would give him what he gave the rest he said that he had got one hundred bushels of Mr Spencer and could get another if he wanted it at 23 cents per bushel the witness also states that he heard one morning when Mr Lewis & Mr Kirk was going away after hogs he heard them both seperately speak to Albert Junks to feed the hogs & if the corn run out he must draw more ——

4th Benjamin Welsh testifies that in the evening he heard Mr Kirk speak to Albert Junks that he was going to summersville the next day & he wanted him to feed the hogs untill he came back and that he would satisfy him for it & that he would have to draw some corn from Spencers and that he heard Kirk say that he had got corn from Spencer & he understood that Kirk was to give Spencer 23 cents per bushel

5th Albert Junks testifies that Mr Kirk spoke to him the night or in the morning before he went to Summersville he could not tell which that he wanted him to attend to the feeding of the hogs untill he came back and if the corn run out he must draw some from Spencers and for the want of a team he Albert Junks had to go and get Mr Spencer to draw the corn to feed the hogs with the first load that was drawd Mr Kirk asked him how much corn there was I told him that there was 12½ bushels & when Mr Spencer brought the second load Mr Kirk asked if it was as full as the first load I told him that it was Kirk said throw it out then I asked Kirk what he was to give Spencer for corn & he said that he was to give 23 cents per bushel A Junks also testifies that the morning before that the corn was to be hauled that Mr Lewis told him to take his horse to draw the corn with but for the want of another horse to work with him I could not raise a team to draw the corn with & had to go and get Spencer to draw the corn to feed with —

The defendants witness Edward Fawn testifies that the morning Mr Lewis drove his hogs from Mr Kirks he was at Mr Kirks sometime in the forenoon and he heard Kirk and Spencer a talking about some corn that Spencer had sold and Kirk told Spencer that he had better go to the river & see Lewis and get his pay for the corn & Spencer replied that he was safe enough for his pay for he should look to Junks for his pay provided he did not get his pay from Lewis —

Levi Spencers
bill of
Particulars

Feb the 13 A. D. 1850

S. T. Kirk and H. W. Lewis Dr

To Levi Spencer For Twenty five ~~bushe~~ bushels of Corn At 23 cts per bushels

$5.75

Union Common Pleas

1

Samuel J. Kirk &
H. W. Lewis
vs
Levi Spencer

Assumpsit
Plea

Recorded

Filed April 9. 1857
James Kirkpatrick pr clerk

Cole & Cook

Union Common Pleas

Samuel I Kirk impleaded with H W Lewis & Levi Spencer } In Assumpsit

And the said Samuel I Kirk impleaded &c comes and defends &c. and says that he the said Samuel I Kirk and the said H. W. Lewis defendants in this suit, did not promise as in the declaration alleged, and of this the said Samuel I Kirk puts himself upon the Country; and the plaintiff doth the like.

Cole & Coats
Attys for
Samuel I Kirk

of the premises then and there promised to pay the said several sums of Money to the Plff on request, yet they have disregarded their said promises and hath not paid the said several sums of Money to the Plff nor either of them nor any part thereof to the damage of the Plff to wit $25.00 and therefore he brings suit

By J. R. Crawford
his Atty &c

Union County Pleas
August Term A.D. 1870

Seri Officiens
Samuel McKee
vs
W. Lewis

Plaintiffs
Filed October 7th 1870
Samuel McKee Clerk

Recorded

Crawford
Atty

The State of Ohio
Union County } In Union Court of Common Pleas
August ~~Term~~ Term AD 1850

Appeal from the Docket of Abijah Landy J. P.

Levi Spencer complains of Samuel S Kirk and H W. Lewis in a plea of assumpsit for that whereas the said Sam'l S. Kirk & H W Lewis on the 13th day of February AD 1850 at Union County aforesaid was indebted to the said Pltff in the sum of 25 dollars for the price and value of goods then & there bargained and sold by the Pltff to the Defts at their request -

And in $25.00 for the price and value of goods then & there sold and delivered by the Pltff to the Defts at their request

And in $25.00 for the price and value of work and labour then & there done and materials for the same provided by the Pltff for the Defts at their request -

And in $25.00 for Money then & there lent by the Pltff to the Defts at their request -

And in $25.00 for Money paid by Pltff for the use Defts at their request -

And in $25.00 then & there received by the Defts for the use of the Pltff

And in $25.00 for Money found to be due from the Defts to the Pltff upon an account then & there stated between them

And whereas the Defts afterwards to wit on 1st day of March AD 1850 in consideration

Union Cont Plea

Levi Spencer
vs
Samuel Smith and
Ebenezer Lewis

Filed April 14. 1857
B. Mackeadoph Clk

Served this writ April 11th upon Benjamin Nelson & A Funks and Adam Sugar Joseph Hunt and Joseph Brown Attorney

Fees Mileage 50
Serving 50

William McMullen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Adam Sagar, S. A. Jenks Joseph Hunt, Benjamin Welch and Joseph Brannan

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 2nd day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Levi Spencer in a certain controversy in said Court depending, wherein Levi Spencer is Plaintiff, and Samuel S. Kirk and H. N. Lewis are Defendants: 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 9th day of April A. D., 1857 James Kinkade Jr Clerk.

Sam Kirk
vs
Otway Curry

Levi Spencer
vs
Samuel J. Kirk & H. W. Lewis

proof rec'd & delivery.
common Counts.
plea general issue.

S. A. Turk. Kirk was buying hogs for Lewis. – Kirk & Lewis ~~told him for~~ told him to go to Spencer & get the corn, & feed the hogs. – 12 hundred & ½ was hauled & measured & handed by Spencer each day another load was hauled. & Kirk told him to deliver in for the same 12½ bu. without measure. was in 1850. & 7th. Kirk was buying hogs for Lewis. or agent. told Spencer they had seen him use for the corn, some know there he mentioned collar of their names. did not say he whole wanted the corn. was known generally that Kirk was buying hogs for Lewis. – Spencer brought down the corn himself. told him to bring the corn down for Lewis hogs.

Cross Ex. was standing on Kirk room door. witness was in employ of Lewis, & Lewis paid him for all his services. for all that he did for him the corn was for Lewis hogs. Kirk was keeping tavern & was buying pork for him. Lewis was boarding there & hogs were kept on Kirks. – which charged Lewis for all he done & made no separate charge for this service. which was both loads. – knows nothing about the contract.

Adam Sagan. Lewis came & calls his name & walking to G. Kirk was buying corn for him. – Kirk was

25 mo
5.00

this agreement is buying corn. & Kirk & he was go
corn as 20 cts for Lewis he understood. Kirk was to
furnish corn. never heard this Kirk & Lewis was going
on corn. witness does not know this Kirk agreeing was
dividing on Shown.

Mr. Pickett. witness was buying hogs, at Shown house, Kirk
was. – Kirk told Stewart to send for him this day,
& Stewart wanted to know about getting corn, Lewis & Kirk
were away. – told Stewart to go, & get Shown to
buy the corn. the reason this was to have the corn
not being able to be had. – Kirk have not been
able to go.

Cross Q. witness has been buying hogs also for Lewis.
Kirk was employed to buy hogs. – Saw Lewis going
money to Kirk to buy for him. at the same time
he gave money to him to buy hogs.

Deft. by Mr. McCallister. –

Defendants Testimony.

Mr. Fleem. was at Kirk's house, same day Lewis drove
off hogs. & Kirk & he were going witness, when he Lewis
gave him two Shown to go to Lewis for corn, was
sent for pulled them up, – defend – said he was
loose to Stewart for it, if he could not get it of Lewis.

Cross Q.

were talking when he went in. – gave us no
claim against Kirk. witness has sold corn to Kirk
Shown was talking about going big for his corn. &
wanted him to persuade Lewis to the same, – he &
he were near, then Stewart was going for hog, if he could
not get it for Lewis. – hogs belonged to Lewis.

I Abijah Gandy Justice of the peace in and for the township of Leesburg in the County of Union & State of Ohio do hereby certify that the foregoing named William McAllister were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him respectfully subscribed to ~~and~~ were reduced to writing by me and were taken at the time and place specified in the endorse notice. — In testimony whereof I have hereunto set my hand this 19th day of October A 1850

Justices fees $00,50
witness fees 00.50
$1,00

Abijah Gandy J.P.

Leori Spencer
vs.
Samuel G. Fisk &
H. H. Lewis
Deposition of
Wm McAllister

Levi Spencer } In Union common pleas.
vs.
S. J. Kirk }

Depositions will be taken on this Case. by the Plaintiff at Elija Landy in the Township of Leesburgh, in the County of Union Ohio, on the 19th day of October, between Six Oclk and four P.M of said day.

October 16th 1850.

Levi Spencer.

Levi Spencer
vs.
Samuel J. Kirk
H. W. Lewis } Union Common Please

Deposition of William McAllister taken in a cause pending in the the Court of common please of Union County Ohio wherein Levi Spencer is plaintiff and Samuel J. Kirk & H. W. Lewis is defendants and the deposition being taken at the time and place according to notice therein mentioned the plaintiff being present ~~Lewis~~ William McAllister of the County of Union of lawful age being first duly sworn by me as hereinafter certified deposes as follows—

Question what do you know concerning Samuel J. Kirk ~~being~~ and ~~both~~ H. W. Lewis both being concerned in buying and feeding a lot of hogs at Pharrisburg in February 1850

Answer sometime in the process of their buying & feeding those hogs early ~~in the~~ one morning I was standing on Francis Scotts porch, Mr Kirk was going to summersville after hogs & Mr Lewis was going to Essex after hogs that he heard them both speak seperately unto Samuel A Junks to attend unto the feeding and takeing care of the hogs untill they returned

Question whatt do you know concerning Samuel J. Kirk and H. W. Lewis buying corn of Levi Spencer while feeding those hogs

Answer the night before they drove there hogs from Pharrisburg Mr Kirk spoke unto me and said that they was a going to fall a little short of corn of some 5 or 6 bushels to feed with in the morning and wanted to know if he could get it of me I told him that he could for 25 cents per bushel he made answer and said that he would give me what he gave ~~other~~ other's he said that he had bought one hundred bushels of Spencer for 23 cents per bushel and could get another hundred if he wanted it at the same price

William McAllister

Civil/Domestic Case File

Case No. 1850-CV-0044

No. 50-CU-44

Union Common Pleas Court.

Sanford H. Flood & Wife
Plaintiff,

AGAINST

Levi Hastings & Wife
Defendant.

APR TERM. 1851

APR TERM. 1851

Settled,

Journal 5 Page 20

Record No. 6 Page 60

Ex. Doc. A Page 26

Law No. 71

Sanford H. Flood
& wife
vs
Levin H. Hasting &
wife

Cos. taxed
against
Deft

Recorded

Union Com Pleas

Sanford H Flood
& wife

vs

Levin H Hastings
& wife

Praecipi in Case

Filed August 15. 1850
James Kinkade pr clerk

Allison & Curry

Sanford H Flood &
Margaret Ann Flood
his wife

vs

Levin H Hastings
and Mary Hastings
his wife

Case – Damages $5000.

Issue a summons
returnable forthwith
indorse on the writ –
Suit brought to recover
damages for Slanderous
words spoken on or about
the first day of May A.D. 1850 – by the defen-
dant Mary Hastings of and concerning
the plaintiff Margaret Ann Flood –
Damages claimed $5.000.

To Jno Kinkade Jr. Clerk
of Union Com Pleas.
Augt 15th 1850

Allison & Curry
Attys for Plfs.

Union Com Pleas

Sanford N. Flood & wife

vs

Levin H. Hastings & wife

Filed August 16, 1850
James Kirkado jr clerk

"Suit brought to recover damages, for slanderous words spoken on or about the first day of May A.D. 1850 - by the defendant Mary Hastings. of and concerning the Plaintiff ~~Mary Ann Flood~~, Margaret Ann Flood.
Damages claimed $5000.

Allison & Henry
attys for Pltfs.

Served this writ August 16th 1850 by delivering to Levin H. Hastings and Mary Hastings each a certified copy thereof.

Fees = mileage 70
service 55
copies 40 = $1.65

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Levin H. Hastings and Mary Hasting his wife —

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto Sanford H. Flood and Margaret Ann Flood his wife

in a plea of Case —

damages Five thousand dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 15th day of August A. D., 1850

James Kinkade jr Clerk.

Union Common Pleas

Danford N. Flood
and Wife
vs. } In Case
Levi H. Hastings
and Wife.

Declaration.

Filed September 25. 1850
James Kirkpatrick Jr Clerk

Recorded

(Copied) Allison & Curry
Attys.

The State of Ohio, } Court of Common Pleas,
Union County, SS. } August Term A.D. 1850.

Sanford H. Flood and Margaret Ann Flood his wife complain of Levi H. Hastings and Mary Hastings his wife, in a plea of the case, for that whereas the Plaintiff Margaret Ann Flood before and at the time of the committing by the defendant Mary Hastings of the several grievances hereinafter mentioned was a person of good name, credit, and reputation, and deservedly enjoyed the esteem and good opinion of divers persons. And whereas before the time of committing said grievances as aforesaid, at said County, said Plaintiff Margaret Ann Flood had purchased a coffee pot at the store of said Levi H. Hastings and then and there changed the same for a coffee boiler, with the clerk of said Hastings, and then and there purchased at said store a milk-strainer and a dipper, all of which articles were tin ware; Yet the defendant Mary Hastings well knowing the premises but contriving and wickedly and maliciously intending to injure the plaintiff Margaret Ann Flood, and to bring her into public scandal and disgrace, heretofore to wit, on the first day of May 1850 at said County of Union, in a certain discourse which the defendant Mary Hastings then and there had of and concerning the plaintiff Margaret Ann Flood, and of and concerning the several matters and premises aforesaid, in the presence and hearing of divers persons, then and there in the hearing of those persons, falsely and maliciously spoke and published of and concerning the plaintiff Margaret Ann Flood the false scandalous, malicious and defamatory words following, that is to say: "She [meaning said plaintiff Margaret Ann Flood] took a milk-strainer and a dipper off from the porch where the tin ware was setting. Mr. Hastings missed the articles and Thomas Haynes found them in the possession of Mrs Flood [meaning said Margaret Ann Flood] Mr. Hastings and Thomas Haynes both say they never sold them to her [meaning said Margaret Ann Flood] Mr. Hastings examined the inventory and found a coffee boiler, patent-strainer and dipper missing: Rinaldo Moses told Mr. Hasting that Mrs Flood [meaning said Margaret Ann Flood] had the coffee boiler. Thomas Haynes went to Mrs Floods

[meaning said Margaret Ann Flood] and saw there the strainer and the dipper." "I saw Mrs. Flood [meaning said Margaret Ann Flood] twice on the porch when the tin-ware was during the afternoon. When Mr. Hastings came to examine the inventory a coffee boiler, strainer, and dipper were missing. Mr. Hastings asked Thomas [meaning the Clerk of said Levin H. Hastings] if he had sold them to any person, and he said he had not. Rinaldo Moses told Mr. Hastings where he could find them. Mrs. Flood [meaning said Margaret Ann Flood] had them. Mr. Hastings said that he would charge the coffee boiler and strainer to Mr. Flood [meaning said Sanford H. Flood] and he would settle without examining the items, and he did not wish to impugn his feelings, as he was an honorable man. The dipper was not charged as we [meaning the defendants] thought we would give her [meaning said Margaret Ann Flood] that for hooking [meaning stealing] the rest;"— with this that the plaintiffs will verify that the defendant Mary Hastings thereby then and there meant to insinuate and have it understood by the said divers persons in whose presence and hearing the said words were spoken by the said Mary Hastings as aforesaid that the said Margaret Ann Flood had been suspected to have been and had been guilty of larceny, and had stolen and carried away said coffee boiler, and strainer, and dipper, and so the said divers persons in whose presence and hearing the said words were spoken by the said Mary Hastings then and there understood the said words. And the said Mary Hastings then and there further continuing and wickedly and maliciously intending as aforesaid, in the presence and hearing of said divers persons, further falsely and maliciously spoken and published of and concerning the said Margaret Ann Flood the false, malicious and defamatory words following: that is to say: "She [meaning said Margaret Ann Flood] stole from Mr. Hastings a coffee boiler, strainer, and dipper."

And afterwards, to wit, on the first day of

May 1850, at said county of Union, in a certain Mer discourse which the defendant Mary Hastings then and there had in the presence and hearing of divers other persons of and concerning the said plaintiff Margaret Ann Flood, the said Mary Hastings further contriving and intending as aforesaid, then and there, in the presence and hearing of those persons, falsely and maliciously spoke and published of and concerning the plaintiff Margaret Ann Flood the false, scandalous, malicious and defamatory words following, that is to say, "She [meaning said Margaret Ann Flood] took a ~~dipper~~ milk-strainer ~~off~~ and a dipper off from the porch when the tin ware was setting. Mr. Hastings miss'd the articles and Thomas Haynes found them in the possession of Mrs Flood [meaning said Margaret Ann Flood] Mr. Hastings and Thomas Haynes both say they never sold them to her [meaning said Margaret Ann Flood.] Mr. Hastings examined the inventory and found a coffee boiler, patent strainer, and dipper missing. Rinaldo Moses told Mr. Hastings that Mrs Flood [meaning said Margaret Ann Flood] had the coffee boiler. Thomas Haynes went to Mrs Flood's [meaning said Margaret Ann Flood] and saw there the strainer and the dipper." "I saw Mrs Flood [meaning said Margaret Ann Flood] twice on the porch where the tin-ware was during the afternoon. When Mr. Hastings came to examine the inventory a coffee boiler, strainer, and dipper were missing. Mr. Hastings asked Thomas [meaning the clerk of said Levi H. Hastings] if he had sold them to any person, and he said he had not. Rinaldo Moses told Mr. Hastings where he could find them. Mrs Flood [meaning said Margaret Ann Flood] had them. Mr. Hastings said that he would change the coffee boiler and strainer to Mr. Flood [meaning said Sanford H. Flood] and he would settle without examining the items, and he did not wish to injure his feelings as he was an honorable man. The dipper was not charged, as we [meaning the defendants] thought we would give her [meaning said Margaret Ann Flood] that for hooking [meaning stealing] the rest; — with this that the plaintiffs will verify that the defendant Mary Hastings thereby then and there meant to insinuate and have it understood by the said divers persons in whose presence

and hearing the said words were spoken by the said Mary Hastings as aforesaid, that the plaintiff Margaret Ann Flood had been suspected to have been and had been guilty of larceny, and had stolen and carried away said coffee boiler and strainer and dipper, and so the said divers persons in whose presence and hearing the said words were spoken by the said Mary Hastings then and there understood the said words. And the said Mary Hastings then and there further contriving and wickedly and maliciously intending as aforesaid, in the presence and hearing of said divers persons, further falsely and maliciously spoke and published of and concerning the said Margaret Ann Flood the false, malicious, and defamatory words following, that is to say: "She [meaning said Margaret Ann Flood] committed a larceny, by stealing and carrying away a coffee boiler, strainer, and dipper from Mr. Hastings' store — she [meaning said Margaret Ann Flood] stole from Mr. Hastings a coffee boiler, strainer, and dipper, and carried them away." By means of the committing of which said grievances by the defendant Mary Hastings the plaintiff Margaret Ann Flood is greatly injured in her good name credit and reputation, and brought into public scandal and disgrace, and hath been and is shunned and avoided by divers persons, and otherwise injured, to wit, at the County aforesaid; to the damage of the plaintiffs Five Thousand Dollars, and therefore they bring their suit, &c.

By Allison & Curry
Their Attorneys

Union Com. Pleas

Flood & Wife
vs.
Hastings & Wife

Praecipe for
Pltff's. Witnesses

Filed Nov. 13. 1850
D Miller Jr Clk

Allison & Curry
attys.

Sanford M. Flood, & Wife
vs.
Levin M. Hastings & Wife

Issue Subpoena for plaintiffs' witnesses; viz: Eliza Irwin, Rebecca Wood, Maria Butterfield, Philip S. Henry O. S. Heistand, C. W. Rosette, Dan Kirby, Thomas S. Haynes, Moses Huffine, Isaac N. Hamilton, and Jacob M. Sidle.

Allison & Curry
Pltff's. Attys.

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

Dated Nov. 13th 1850

Cy
L. H. Hastings
and Wife
ads
Sandford Flood
& wife

Principal
witnesses

Filed April 9. 1857
Thos Radcliff Clerk

L. M. Hastings & Wife
vs
Sandford H. Flood

In the common pleas.

Issue a Subpoena for the following witnesses for Defendants. Thomas J. Rains. Gabriel Hadley. Joseph R. Latson. Mary A. Fields. Caroline Mares. Jane Crosso. Julia Mares. J. B. Smith Larkin, Fisher & H. M. Stephens Lewis Alder Enoch. Fisher Benjamine Fisher Caroline McMullen. Returnable for the 3d day April 4th 1851.

To James Kinkade Clerk of the common pleas

Stanton Swan & Dwight Pratts for Defendants

Filed April 17. 1857
James Quirk Clk

Flood & ux.
v
Hastings & ux

Please issue subpoena ~~[illegible]~~ ~~[illegible]~~ duces tecum for David Brock, instructing him to bring with him the ~~account~~ day book of Edmund Brock, showing the sales &c in suit Edmund Brocks' store, for the year 1850 — to testify on behalf of defendant. Stanton & Koontz — Attys for defdts.

Filed Apl 17. 1851
J Kinkade for Ptf

L H Flood
v
L H Hastings

Case — Slander

Issue subpoena for Edwin Brucke to testify, pr deft

Swan Andrews
Stanton pr deft

Apl. 17. 1857

Filed Apl 14, 1881
J Knickerbocker

L H Flood wife
vs
L H Hastings wife

Case - Slander

Issue summons for witnesses for defendant as follows

I. C. Dobie
L. B. W. Haynes
B. F. McMillan
Lei Dirst
Lavina Heistand
Rachel Gearheart
Mrs Susan Haynes
Eliza Gill
Reneldda Moses
Harvey Gearheart
Elizabeth Headley
Enoch Moses

Martin Swan
Farmer dep

Apl. 14 1857

Plaintiff's Costs
vs
Martin Stafford

Filed April 16, 1851
Attest Jas C Hill

Seneca This Writ April 16 1851
By Reading to the within Named
Mrs John Butterfield
Fees Serv 12
Mileage 40
William C Mulhollan
Wm J Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Mr. John Butterfield

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 Sanford H. Flood & wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife are Plaintiffs, and Levin H. Hastings & wife are Defendants: and this 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 16th day of April A. D., 1857

James Kinkade Jr Clerk.

Blood & Forgo
vs
Hastings & Forgo

Filed Apl 17. 1857
Michael Cole Clk

Serve this writ By Reading to the within
Named witnesses April 17th 1857

Fees Mileage
Serve 15
30

William C Mason Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jason Chapman and John Chapman

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 Sanford H. Flood wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife are Plaintiff, and Levin H Hastings are 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 17th day of April A. D., 1851

James Kinkade Jr Clerk.

Allen Parks
v
Hastings Parks

Filed April 17, 1851
Attest J. C. McR

Served this writ upon all the within named
April 15 1851
Serve By Defendent

William C. Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon J. G. Dobie, J. B. W. Haynes, B. F. McMetten, Levi Dist. Levina Hirstand, Rachael Gearhart, Mrs Susan Haynes, Eliza Gill, Renaldo Moses, Harvey Gearhart, Elizabeth Headley and Michael Adams Enoch Moses, Mary Dirst, John L. Swartz, Mary Ann Headley, Simeon Sodaw & W. H. Ferguson

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 16th day of ~~next term,~~ April 1857 at 9 o'clock, A. M., to testify and the truth to speak on behalf of Levin H. Hastings & wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife are Plaintiffs, and Levin H. Hastings & wife are Defendants: 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 14th day of April A. D., 1857 J. Kinkade jr Clerk.

Albert Hughes
vs
Hastings Hughes

Filed Sept 17, 1857
D. McNaughton Clk

The within Summons Witnesses not found
Fees Release 75
April 16 1851

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Hamilton and John Hiles

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 Levin H Hastings & wife in a certain controversy in said Court depending, wherein Sanford H Flood & wife are Plaintiff, and Levin H Hastings & wife are 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 16th day of Apl A. D., 1851. Ja Kinkade Jr Clerk.

Union Com Pleas

Sanford A. Blood & Wife
vs
Lewis N. Hastings & Wife

Suit for Rent

Filed April 14th 1851
L. Kaufman for Clerk

24-
1.8

Sheriff 4.20

Service this writ upon the within Named Witnesses Except Mariah Butterfield Moses Huffine and Joseph N Ross Not found) John Wood Rebecca Wood Sam Kerly and John M C Mulvane Demanded Fees and were paid

Thomas L Evans Demanded fees Not Paid

April 10 1851 Fees Mileage 2.00

Levies 2.37½

$4.37½

William C Mulvane Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Eliza Irwin, Rebecca Wood, Mariah Butterfield, Isabella Philips, Henry O. Heistand, C. W. Rosette, Dan Kirby, Thomas J. Haynes, Moses Huffin, Isaac N. Hamilton, Jacob C. Sidle, Samuel Graham, Cyrus W. Corwin, William Fisher, John Wood, Joseph N. Ross, Eliza Ross, William Hamilton, Edwin Bruck, Lydia Hamilton, Elizabeth Sidle, John M. C. Mulvain, Sam C. Corwin, James Mulvain, Samuel Hamilton, Mary Ann Fields, Jacob Wiles, Margaret Fisher, Rebecca Parks, and Mary Ann Wiles.

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 3rd day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Sanford H. Flood and wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife are Plaintiffs, and Levin H. Hastings & wife are Defendants: 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 8th day of April A. D., 1851

James Kinkade Jr Clerk.

Hartshorn
v
Hastings et al

Filed April 17, 1851
Richard Pelham
Clerk

Served this writ personally upon
John Wells April 17 1851

Fees Mileage 5
Serv 12
17

William C Mahon Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Wells

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 Sanford H Flood & wife in a certain controversy in said Court depending, wherein Sanford H Flood & wife are Plaintiffs, and Levin H Hastings & wife are Defendants: 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 17th day of April A. D., 1857 James Kinkade Jr Clerk.

Union Com Pleas

Sanford H. Flood
& wife
vs
Levin H Harting
& wife
Sub for writs

Filed Nov. 18. 1850
Jas Kirkpatrick Clk

Nov 16th 1850 Served the within Writ personally upon Samuel Graham, Cyrus Conover, William Neither, John Harris, Joseph A Ross, Elijah Ross, William Hannitten, Emanuel Buck & Richard Irwin

Joseph A Ross demanded the fees for travel & wit which were not paid

Fees Mileage 8.5
Service 1.12½

W. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Samuel Graham, Cyrus Corwin, William Fisher, John Woods, Joseph N. Ross, Eliza Ross, William Hamilton, Edward Bruck and Richard 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 4th day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Sanford H. Flood & wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife are Plaintiffs, and Levin H. Hastings & wife are Defendants: 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 16th day of Nov. A. D., 1850

James Kinkade Jr Clerk.

Served this writ personally upon Eliza Irwin Rebecca Wood
Mariah Butterfield Henry C L Heistand C W Rosett
Dan Kirby Thomas L Haynes Moses
Moses Huffin Isac Hamilton Jacob C Tiffin
Isabella Phillips on the 14th Day of November 1850

Fees Milage 85
Serv 1 37½

W C Martin Sheriff

Union Com. Pleas

W H Hoodstock

vs

L W Hastings Dft

Suit for $75

Filed Nov. 18. 1850
Jas Whitlock jr clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Eliza Irwin, Rebecca Wood, Mariah Butterfield, Henry O. S. Heistand, C. W. Rosett, Dan Kirby, Thomas S. Haynes, Moses Huffin, Isaac N Hamilton, Jacob C. Sidle, and Mitchell Philips,

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 4th day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Sanford H Flood & wife, in a certain controversy in said Court depending, wherein Sanford H. Flood & wife — are Plaintiffs, and Levin H Hastings & wife — are Defendants: 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 13th day of Nov A. D., 1850

James Kinkade Jr Clerk.

Klondike
Nashville

Filed April 1881
Dismissed [illegible]

Served this writ April 17th 1881
upon J. McEwing Fees demanded and paid

Fees Milage 5
Levis 12½

William C. Muse

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Thomas M Ewing

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 Levin H Hastings & wife in a certain controversy in said Court depending, wherein Lanford H Flood & wife are Plaintiffs, and Levin H Hastings & wife 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 17th day of Apl A. D., 1857 Ja Kinkade jr Clerk.

Howard & wife
v
Hastings & wife

150
129
257
148
128
Pltff. Deft
$158.87
159.07

17.55½

142.75
17.27
160.02

115.40
26.30
141.70
17.27
158.97

115.00
26.30
17.27
159.07

Flower & wife per Husting
Witness fees Paid B Supt

Henry O. S Heistand	2.25	Thos J Haynes	2.25
C W Rent	2.25	Gabriel Hadley	2.25
Lean Kirby	2.25	Caroline Moses	2.25
Thos J Haynes	2.25	B B Smith	2.25
Isaac A Hamilton	2.25	Lewis Alder	2.25
Jacob C Sidle	2.25	Benj Fisher	2.25
Saml Graham	2.25	Carolin McMillen	2.25
Cyrus N Corwin	2.25	L C Lobie	2.25
Wm Fisher	2.25	J B W Haynes	2.25
John Moore	2.25	B F McMillen	2.25
Joseph A Ross	2.25	Levi Hirst	2.25
Eliza Ross	2.25	Rachel Gearhart	2.25
Wm Hamilton 2.25 - .75	3.00	Eliza Gile	2.25
Lydia Hamilton	2.25	Rinaldo Moses	2.25
Elizabeth Sidle	2.25	Elizabeth Hadley	2.25
John M C Mulvain	2.25	Mary Hirst	2.25
James Mulvain	2.25	John S Swarts	2.25
Saml Hamilton	2.25	Mary Ann Hadley	2.25
Mary Ann Hilles	2.25	W H Ferguson	2.25
Margaret Fisher	2.25		42.75
Rebecca Parks	2.25		
Mary Ann Wiles	2.25	David Buck	.75
Richd Irwin	2.25	Edwin Buck	.75
Alex Baker	2.25	D M Ewing	1.50
Alex Cook	2.25	bot up	67.50
Joseph Chick	2.25		$113.25
Wm Graham	2.25		2.25
Wm Hiles	2.25		115.50
John H Fletcher	2.25		
John Wells	1.50		
	67.50		140
Jacob Wiles	2.25		75

Costs Taxed to Supt Hastings

	CAR	Sheff Brier
Contin, Nov 2	10 X	Mailing
Aff	12½ X	25 { 16 / 3.17½
Plea	6 X	.52
2 appears	16 X	1.97½
Copy of Plea	25 X	2.75
Sub for wits	1.04	2.22½
" " "	26	1.35
" " "	54	1.25
" " "	74½	.81
" " "	60	.17½
" " "	34	.17½
" " "	46	.75
" " "	25	Calg 78 wits 4.68 X
" " "	26	16 Atty 2 calg cons
" " "	22½	$19.64½
" " "	80½	mailing
" " "	26½	6 02½
7 files	28 X	
Entry wits & subpoenas	22 X	
Swearing 41 wits	4.64 X	
Entering Alleg of 48 wits	6 2.88	.12 8 3.04 X
Orig order	3.84	16 8 4.08 X
Record	.50	
Cost bill	35	
	$16.14	clerk
	.28	
	16.32	

6 02
1.50
4.72

Pltffs Costs
CR

Filed Wms 6, 20 Jps	16 -	28
Summons		.35
Sec		.06
Copy & fees		1.64
On Sub for wits		.34
Drawing 4 writs		16
Giving Order		32
Ent Claim		34
Swearing Jury		12½
Verdict for Dfs		12
On Depo		12
To files		25
Entering Judgt		20
~~Jurors~~ 6		
Cost Bill Stats		47 =
Recorded		3.49
		$8.34 costs

25

Dfndt

	165 -
	164
	.20
	3.49

Dfndt
Mali

Subs	50
Mileg.	70
	1.20

Dfndt	3.49
	.24
Jumper	6.00
CR	8.34
	$19.99

Jumper 6.00

~~$19.00~~

$19.03
.24

Jlloods Costs

Wits	9.00
	$28.27

$22 17

Witnesses

Eliza Irwin 3 Days	2.25 -
Rebecca Wood 3 Dy	2.25 -
Isabella Philips	2.25 -
~~Jacob Wites~~	~~2.25~~
	$9.00
	2.25 -
	6.75 -

28.29
113.25 -
19.64
16.32
$177.50

Wood
v.
Hastings

Union Common Pleas, April Term, A. D. 1857

S H Flood & Wife
vs.
L H Hastings & wife

Judgment for Costs

COST BILL.

Clerk's Fees.	Pl'ff.	Def't.
Docketing cause & filing Pro	12	
Issuing summons	25	
Entering return	10	
" rule for costs		
2 Appearance, each 8,	16	16
Filing declaration	6	
Copies of pleadings	1.64	25
Filing plea		6
Affidavit		25
Filing replication		
Filing 8 papers, each 4,	32	28
Continuance 7		10
Issuing venire		
" subpœnas for witnesses	20	4.32
Entering return	10	
cnts & Nov Sur		1.38
Swearing jury		22
venr for Jur		12
" witnesses, each 4,	12	1.64
" constables, each 4,	~~4~~	.04
Entering claims of witnesses, each 6,	18	3.08
Giving orders to do. each 8,	24	4.08
Entering verdict	10	
Motion for new trial		
Judgment	10	
Entry on minutes	20	
Satisfaction	12½	
Record	3.49	50
Cost Bill	35	35
Certificate to Supreme Court		
Entering mandate in minutes		
on Depositions	12	
	7.95½	17.27

Sheriff's Fees.	Pl'ff.	Def't.
On summons Snider	1.65	
Malin		
subpœnas	1.20	14.68
Calling jury		.12
" witnesses, each 6,		4.68
" cause, etc.		.32
Summoning jury		.50
		20.30
Jury fee		6.00
Costs on Depositions.		
Justice's fees		
Constable's fees		
Witnesses' fees		
Costs on Transcript.		
Justice's fees		
Constable's fees		
Witnesses' fees		
Witnesses' fees	6.75	
		116.45
	9.60	~~31.75~~
		~~136.75~~
		142.75

Affiant further states that some eight or ten days ago he was informed of facts which he supposed would be material for his defence which could be proved by one John P Brookins of Preble County, whose testimony could not be taken in time for the present Term of this Court and he expected to obtain a continuance on that account, which is another reason why he did not issue subpoena for his witnesses. But upon consultation with his counsel he is advised that the testimony of said Brookins would be merely cumulative, and therefore not, perhaps good cause of continuance Affiant hopes and expects to obtain the testimony of the said Caroline Mases at the next Term of this Court. That this affidavit is not made for delay but for the purpose of obtaining a fair trial.

L H Hastings

Sworn to before me Clerk

L H Hastings vs Hiram Moore et al

Filed Nov. 18. 1850
Jas Kinsey Clerk

Lewis H Hastings & Mary his wife
vs
Sanford H Flood & Margaret Ann his wife

Union Com Plas
Case, Slander

Personally appeared in open Court

Lewis H Hastings who being first duly sworn according to law says that Carolina Mases who resides in this county is a material witness for him on the trial of this cause without the benefit of whose testimony he cannot safely go to trial. That the said Carolina Mases as affiant is informed and believes is so sick and indisposed that she is not able to attend Court at the present Term.

That affiant was only informed of the indisposition of said witness this morning by her husband and consequently has not taken her deposition.

That one of defendants Counsel resides in Columbus and the other in Bellefontaine and that he has relied upon meeting them in Marysville on the first day of the present Term for the purpose of consulting with them as to the character of his defence and the evidence necessary to sustain it. That from conversations with plaintiffs counsel he had not supposed a trial would be urged at the present Term of this Court, and for these reasons and those hereinafter mentioned subpoenas have not been issued for witnesses to attend at the present Term.

Freeman
Fields & Fletcher

Filed May 6. 1851
S Kirkpatrick Jr Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Joseph Biddle, Joseph Clark Harvey Gearhart, William Graham Sarah Fields and Eliza Fields

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 16th day of ~~next term~~ April 1857, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Wm Fields & John Fletcher in a certain controversy in said Court depending, wherein John S. Freeman is Plaintiff, and Fields & Fletcher are Defendants; 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 14th day of April A. D., 1857

Ja Kinkade Jr Clerk.

Union C.P.

Sanford N Flood
& wife
vs
Levin N Hastings
& wife

Filed April 18. 1857
D Kirkpatrick Jr clerk

Served by deft.

The State of Ohio Union County ss.

To David Bruck:

We Command and Strictly enjoin you. that laying aside all manner of business and excuses whatsoever. you appear in your proper person before the Honorable. the Judges of the Court of Common pleas. within and for said County of Union at the Court House in said County. Forthwith to testify what you do know in a certain action in said Court pending. wherein Sanford H. Flood & wife are plaintiffs and Levin H Hastings and wife are defendants Also that you bring with you and produce at the time and place aforesaid. the day book of Edward Bruck. meaning the sales &c in said Edward Bruck's Store for the year 1850. And this do you under the penalty of the Law.

Witness James Kirkade Jr Clerk of said Court at Marysville this 17th day of April A.D. 1851.

James Kirkade Jr Clerk

Flood & Wife
vs.
Hastings & Wife

Praecipe for Plff's
Witnesses.

Filed Nov. 16. 1850
Jas Kirkpatrick p. Clk

Allison & Curry
Atty's.

Danford H. Flood
and Wife
vs.
Levin H. Hastings
and Wife.

In Case.

Open Subpoena for
Samuel Graham, Orpin Corwin,
William Fisher, John Woods,
Joseph N. Ross, Eliza Ross,
William Hamilton, Edmund
Brock, and Richard Irwin,
Plaintiff's witnesses.

Allison & Curry

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

Dated Nov. 16. 1850.

Filed Apl 15. 1857
J Kirkwood for Plff

Alexander Hook
Joseph Clock
James McMaster
William Graham
William Fields
John Fletcher
Eliz Fields
April 16. 1851 - S H Flood

Filed Apl 14, 1857
S Kirkwood pr Clerk

Sanford H Flood & wife
vs
Levin H Hastings & wife

Issue Subpoena for
Wm Philips — Richard
Frizzo — Alexander Baker,
Wm John Butterfield
witnesses for Pltffs —

To Clerk of Municipal Pleas,
April 14th 1857

Flood & Wife
v
Hasting & Wife
Replevin

Filed Nov 18. 1850
J. A. Kinkade for Clk

S W Flood & wife
vs
L W Hastings & wife } In Union Com Pleas issue Supprena for Lydia Hamilton, Elizabeth Sidle, John M. C. Mulvain, James Mulvain Samuel Hamilton, Mary Ann Fields, Jane Lemoin, Jacob Wiles, Wiles Mrs. Parker and Margaret Fisher. Witnesses for Plaintiffs. Nov. 18. 1850

S H Flood

Jr Clerk Union Com Pleas

Union Com. Pleas.

Sanford H. Floyd and Wife
vs.
Levin H. Hastings and Wife.

Praecipe for Plff's. witnesses.

Filed April 8. 1857
James Kinkade pr clerk

Allison & Curry
Atty's

Danford H. Flood & Wife
vs.
Levin H. Hastings & Wife } In Case

Issue Subpoena for Eliza Irwin, Rebecca Wood, Maria Butterfield, Isabella Philips, Henry O. S. Heistand, C. W. Rosette, Dan Kirby, Thomas S. Haynes, Moses Huffine, Isaac N. Hamilton, Jacob C. Sidle, Samuel Graham, Cyrus W. Corwin, William Fisher, John Wood, Joseph N. Ross, Eliza Ross, Willian Hamilton, Edwin Brucke, Lydia Hamilton, Elizabeth Sidle, John M. C. Mulvain, Jane C. Corwin, James Mulvain, Samuel Hamilton, Mary Ann Fields, Jacob Wiles, Margaret Fisher, Rebecca Parks, and Wiles, Plaintiff's witnesses.

Allison & Curry
Plff's attys.

To the Clerk of
Union Com. Pleas.
Dated April 8th 1851.

Filed Apl 17, 1857
P Kinkade for Ptf

Hood Trustee
vs
Hastings Corpe

Clerk issue a Subpoena for John Wells witness for pltffs

April 17. 1857.

S. H. Hood

Filed Apl 17. 1857
L Whitwood Jr Clk

S H Flood
v
L H Hastings } Case

Issue subpoena for
Thos M. Ewing witness for Deft

Apl 17. 1857

Stanton & Lurton
Atty 1

S. H. Zilard & wife
vs
L. H. Harting & wife

Jesse Hillpower
for Jason Chapman
& John Chapman
witnesses for Plaintiffs

forthwith — April 17th 1857

To Clerk of Union
Term Pleas

Allison & Lewis
Attys for Plff —

Union Cont. Plaas

Sanford A. Hoodworth

vs

Lewis H. Hastings Trustee

Sub for Bettsworth

Filed April 13. 1851

Machadoph Clerk

Lewis this writ personally on the within named witness April 9th 1851 E B Smith demanded his Fee which was Paid

Fees Milage 1.00

Serv 1.75

William C Mulvin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Thomas J. Haines, Gabriel Hadley, Joseph R. Satson, Mary A. Fields, Caroline Moses, Jane Crouse, Lutia Moses, E. B. Smith, Larkin Fisher Jr, A. M. Stephens, Lewis Alden, Enoch Fisher, Benjamine Fisher and Caroline McMillen

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 3rd day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of Levin A. Hastings & wife in a certain controversy in said Court depending, wherein Sanford A. Flood & wife are Plaintiffs, and Levin A. Hastings & wife are Defendants; 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 9th day of April A. D., 18 57 James Kinkade Jr Clerk.

Blood Varis
vs
Hastings Varis

Filed April 16, 1851
D. Kirkpatrick Clk

Serred Ptus wri April 14th 1851 on Mrs John Butterfield
Alexander Baker April 15 1851 Defendants & Paid
William Blullips April 15 1851
Richard Drum April 15 1851
Fees Milage 85
Serus 50

William C. Stuart Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon, William Phelps, Richard Snow, Alexander Baker, and Mrs John Butterfield

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 16th day of ~~next term~~ April 1851, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of Sanford H. Flood & wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife are Plaintiffs, and Levi H. Hastings and wife are Defendants: 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 14th day of April A. D., 1851 James Kinkade Jr Clerk.

Alone Davis
for
Hastings Davis

Ste April 18 1851
Muskingum Co

Served this writ Served upon James McMaster
April 16 1851 upon Eliza Fields April 17 1851
Eliza Fields William Fields and John Fletcher April 17 1851
~~The other within witnesses are in court since~~
~~part of them — the writ not served upon them~~
The other within mentioned witnesses were not found
April 16 1851

Fees Mileage 75
Fees 50
$1.25

William C Maher Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Alexander Kook, Joseph Clock James McMaster, William Graham, William Fields, John Fletcher and Eliza Field —

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 Sanford H. Flood & wife in a certain controversy in said Court depending, wherein Sanford H. Flood & wife ——— are Plaintiffs, and Levin H Hastings & wife ——— are Defendants; 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 15th day of April A. D., 1857 James Kinkade Jr Clerk.

Union Co Pa
Hastings & wife
ats
Flood & wife

plea & notice

Filed November 19. 1850
James Kirkpatrick Jr Clerk

Recorded

Swan & Andrews
Atty's

Levin H Hastings
and Mary his wife
vs
Sanford H Flood and
Margaret his wife

In Union Com Plea

And the said defendants
come and defend the wrong and injury when
&c and for plea say that the said Mary
is not guilty in manner and form as the plaintiffs
have in the declaration alleged and of this
the defendants put themselves upon the
country and the plaintiffs do the like &c

Stanton Irwin
& Andrews for
defts

The plaintiffs will notice that the defendants
will give in evidence at the trial in bar
that as to the speaking and publishing the
words in said declaration alleged of and
concerning said Margaret; that since
Margaret before the same time when
&c went at the 27th April 1851 at
said county did steal take and carry
away certain goods and chattels, viz a
coffee boiler strainer and dipper of said
Levin H Hastings of value viz one dollar
fifty cents; wherefore the said Mary
at the said time when &c committed
the said supposed grievances in the
declaration mentioned as she lawfully
might

Stanton Irwin
& Andrews
for defts

Filed Apl 16. 1857
D Kirkpatrick
Clerk

Lucius H. Hastings
and wife
vs
S. H. Hood & wife

Case

Issue suffici-
-ency for Wm Hamilton, John
Hillels

April 16. 1857
Settled C. P.

B. Atherton
Atty for defdt.

Deposition of Dan Kirby taken as witness in a cause pending in the Court of Common pleas wherein Sanford H Flood and wife are plaintiff and Levin H. Hastings and wife are defendant in pursuance of the notice hereto attached, and at the time and place therein mentioned. Jonathan Flood agent for Sanford H Flood & wife was present and Levin H. Hastings was present in behalf of Levin H. Hastings and wife.

Dan Kirby of the County of Union, of lawful age, being first duly sworn by me, as hereafter certified deposes as follows:

Question — State what you know in regard to the tinware concerning which the above suit is about?

Answer —

About the last of April or the first of May AD 1850. I went into Levin H. Hastings store between eleven and twelve o'clock A.M. While I was in Mrs Flood wife of Sanford H. Flood came in and had a coffee Pot with her and wanted to exchange with Thos J. Hayes Clerk for a larger one, Mrs Flood offered Thos J. Hayes 6¼ cts as difference between the one she had and one that was larger, Thos J Hayes said the tinware was not marked but he would take 12½ cts to boot and trade, Mrs Flood told Thos J. Hayes she had not the money but she would get the money when Mr Flood came home as she did not wish to ~~let Mr Flood know any thing about it~~ have them charged to Sanford

what money Sanford had left with her she had spent ~~and she~~ did not wish to let him know any thing about it I.e. the trade. This conversation took place after she got all the tinware into her hands

while Mrs Flood was in she picked up a cake cutter and stuck it on her little finger and then took one or two dippers and asked the price of them and ~~others~~ Thos Agnes said he did not know as they were not marked but he thought 31 and 18 cts was the price Thos. said the price of the cake cutter was 8 or 6 cents. Mrs Flood said she ~~he~~ Sanford had got one 2 cents cheaper

The last thing she picked up was a strainer with wire bottom, and asked the price of it Thos. said he did not know exactly what the price of it was, the tinware was not marked but he supposed it was 37½ cts. Mrs Flood said she had left Mrs Biddle or Mrs Brown ~~let her~~ have hers, and that was the reason she ~~wanted~~ must ~~have~~ one, that Sanford had got a cow and she must have a strainer. Thos. made her no reply only told her the supposed price 37½ cts - In the mean time Thos went down in the cellar and Mrs Flood went out. One of Mr Headleys girls I believe had got in some butter and John Mullvain I believe had come in to get some oats and that was what Thos. went down into the cellar for.

Mr Hastings was not in the store during the time the above conversation took place and I understood he was not at home

Mr. Hastings was not in the store while I was there
I was there ~~probably~~ an hour.

Upon cross examination by the defendant
the said Dan Kirby further says ~~that~~ follows:-
Question? Did Mrs Flood tell Thos. not to charge
the tinware —
Answer — yes Sir.

Question — Did Mrs Flood pay any money
to Thos —
Answer — Not while I was there.
Question — What day of the week did the
above conversation take place
Answer — I think friday or Saturday but I
am not positive.
Question — Where was you working on that
day the conversation took place,
Ans — In Hugh M. Stephes lot E. of town,
Question — What time did you return to
the store in the evening. Ans I came
Ans round with the calculation to get a strainer a little before sundown
Question — Was Mr Hastings at home when
you returned in the evening —
Answer — He was not at home as I know
of but I think he came home while
I was there.
Question — What time did you leave in
the evening —
Answer — A little after dark —
Question — Did you try to purchase a strainer
of Thos on the evening you returned
to the store —

Sanford H. Flood & Wife
vs
Levin W. Hastings & Wife

Common Pleas
Union Co Ohio

Deposition will be taken in this case by the Plaintiff at the office of W. H. Ferguson's in Richwood Claibon Tp. Union County, Ohio, on the 10th day of April Inst. at 9 o'clock A.M.

April 9 - 1851

S. H. Flood
By J. M. Flood Agent.

Question — Are you certain he got some dog leg Tobacco —

Answer — No Sir.

Question — Did you tell any person after that that Headley did get the Tobacco.

Answer — I dont know as I did, I might have told a dozen though.

Question. Did you tell any person that you returned on the evening referred to, to buy a boiler —

Ans — No Sir.

Where was the boiler, when Mrs Flood got it.

Ans. I think it was setting in the box or some where about it.

Question. Where was the box.

Answer — I dont know whether it was on the porch or in the house, I think it was in the house in the corner next the street, being in the S.E. corner of the house.

Question — Did you help to bring the box in.

Answer — I dont know whether I helpt to bring it in or take it out, I helpt to do one or the other.

Question — What time of day did you help bring the box in or out.

Answer — It was before or after Mrs Flood came in.

Question — Did you tell any person — that the box of tinware did set in the house in the day time in the forenoon —

Answer. — I don know whether I told any person so or not — I might have told a dozen so, but dont recollect.

from the ceiling

Question — Did the boiler hang up above the stove?

Answer — I dont know.

Question — Do you believe it did not hang there,

Ans — I believe not.

Question — Did you tell any person it did hang ther,

Answer — I dont know.

Question — Are you certain you did not hand the boiler down to Mrs Flood, from the ceiling, that she took away

Answer — I ~~dont recollect~~ am not certain.

Question. Where was Thos, (clerk) while the conversation took place between him and ~~Mrs~~ Flood —

Answer — He was ~~behind~~ the counter,

Question — Did Thos, clerk, know that Mrs Flood took the tinware out,

Ans — I dont know, whethe he knew it or not because he was in the cellar when Mrs Flood went out as I told you before,

Question, Name one the articles that Mrs Flood took out of the store at the time alluded to,

Ans. — — A Boiler, cake cutter, one or two dippers and a tinn bottom strainer,

~~Question — Are you willing to go to Nanysville to attend the trial pending.~~

~~Ans — I am,~~

his
Dan ✗ Kirby
mark

I W. H. Ferguson a justice of the peace in and for the township of Blairborne, in the county of Union, Ohio, do hereby certify that the ~~before~~ named Dan Kirby was by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the foregoing deposition by him respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice.

In testimony whereof, I have hereunto set my hand and seal this 18th day day of April ~~in~~ the year of our Lord 1861—

W H Ferguson J. P. (Seal)

Filed Apl. 16. 1851
I Kirkpatrick pr clerk

Opened at request
of Pl Attys
I Kirkpatrick pr clerk

Clerk's Office
Union Co
Ill

Com. Fees

Separation and Div
Rec'd ch on adjourned
by mail
W. M. Ferguson P.P.

Civil/Domestic Case File

Case No. 1850-CV-0045

No. 50-CU-95

Union Common Pleas Court.

Asa McWalters

Plaintiff,

AGAINST

Mrs Abram et al.

Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$5925

Journal 5 Page 138

Record No. 6 Page 293

Ex. Doc. A Page 311

ed No. ~~10 11~~ ~~7~~ 6

o McMahan

vs

Abraham & James Abraham

Bill

Made

Recorded

William Abrams and
James Abrams -
ads -
Asa McMahan

In Debt

And the Defendants
will plead - ~~and show~~
the statutes of limitation -
and show that the action
was not brought within six years according
to the statutes -

Filed June 18 1852
James Dunn clerk

James Abrams and William Abrams. ads. Asa McMahan

In Union Com. Pleas

Issue a Subpoena for William Ranelston and John Bonnett witnesses for Defendant

Returnable forthwith

J. C. Dough Atty for Defts.

Ds James Turner & Lesh & Co pleas June 18 1858.

The State of Ohio } Personally appeared Abijah Gandy before
Union County ss } me James Turner a Justice of the peace in and for said County who being duly sworn deposeth and saith that the within bill of particulars are the ~~the~~ the same in substance ~~and as~~ according to the best of his ~~my~~ knowledge and belief as a certain bill of particulars filed in this ~~my~~ office some time in June 1850 by H L Jeffers as agent for Asa McMahan against William Abrahams and James Abrahams which said bill of particulars has got lost ~~out of~~ his or mislaid out of his office and he says that he has made dilligent search for the same to no effect and further this deponent saith not Abijah Gandy J.P.

Sworn to and subscribed before me on this 8th day of January AD 1851

James Turner J.P.

A. McMahan
vs
Wm J. Abrahams

Filed January 16, 1857
James Winkleman p'ltff

William Abraham and James Abraham,
To Ada. McMahan Dr

To going to Newport Township Washington County, Ohio, to get a power of attorney to deed to them a lot of land, and also ascertaining from the agent of the Bank of Zanesville Muskingum County Ohio whether a certain lot of land belonging to said Bank could be had for thirty days going, doing the business and returning, bearing my own expenses.

He show labor prepaid. May expended 5 d. at the request of the Abrahams at One Dollar & twenty five cents per day — $ 8.50

Interest 1.50

whole amt 5.35

March 1843.

Ada. McMahan.
N. L. Offers.
his agent.

3 19
2
6,38

Ira McMahan
v
William Adams
et al

Pltf's
witnesses

Filed Oct 20 1852
James Lunn
Clerk

J. L. Dougherty
for Deft

Asa McMahan
vs
William Abramas
and James Abrams

In Union Common Pleas.

Issue a Subpoena for Nancy Armstrong, John Bonnett, and William Kaulstone, witnesses for Defendants

Oct. 18th 1856.

To James Turner Clerk of Union C. Pleas.

J. G. Dewalt, atty for Defendants

McMahan
v
Abraham

Filed Oct 2. 1857
Jas Hutchison clerk

Served this writ by reading to the within named
Alexander Pollock October 8th 1857

Fee Mileage 5
Serv 12
17

William L. Mace Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Alexander Pallock

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~~ fourth ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of Wm Abraham & James Abraham in a certain controversy in said Court depending, wherein Asa McMahan — is Plaintiff, and Wm Abraham & Jas. Abraham — are Defendants; 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 22 day of October A. D., 1851

James Kinkade Jr Clerk.

McMahan
vs
Abraham

Filed Oct 2d 1857
J Kirkpatrick p clerk

William Abrams
& James Abrams
a.d.
Asa McMahan

In the Common Pleas

Issue a Subpoena for Alexander Pollock Witness for Defendants.

J. C. Dwight Clerk
J. R. Swan atty
for Defts

In James Rickade behalf of the plaintiff

Oct 22 - 1851.

Asa McMahan

vs

William Abrahams
James Abrahams

Suit for writ

Filed May 25th 1852
James Turner Clerk

Daugherty atty
for Deft

Issue this writ by leaving to the within named
Nancy Armstrong May 25 1852
Geo Allcase S
Levis 12½
1½

May 25 1852

William L. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Nancy Armstrong

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 Second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendants in a certain controversy in said Court depending, wherein Asa McMahan & James Abrahams is Plaintiff, and William Abrahams is Defendant; : and this she 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 24 day of May A. D., 185 2

James Lemmon

James Lemmon Clerk.

Asa McMahon
vs
Ben Abraham
Jacob Abraham
Debt for $100

Served this writ by reading to William Kulstrum and John Bonnett June 18th 1852
Serve By reading to Joseph Newlove June 18 1852

Fees Milage 45
fees 37½
82

William C. Mason Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Raulston & John Bonnett & Joseph Newlon

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 Sixth day of ~~next~~ the present term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendants in a certain controversy in said Court depending, wherein Asa McMahan is Plaintiff, and James Abraham & William Abraham 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.~~ Turner, Clerk of our said Court, at the Court House in Marysville, this 18th day of June A. D., 1852

James Turner Clerk.

Asa McMahan

vs

Wm & Jos Abrahams

Sub for wit

Filed Nov 8 1852

James Turner
Clerk

Recd this writ & Bond to Atkison Survey October 31st 1852

Fees Mileage 5.00
1.25
Fees 6.25

Wm A. Marsh Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Abijah Gandy

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 Second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Asa Mc Mahan is Plaintiff, and William Abrahams & James Abrahams 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.~~ Turner, Clerk of our said Court, at the Court House in Marysville, this 21 day of October A. D., 185 2

James Turner Clerk.

Union Common Pleas

Aba McMahan
vs
Willam Abrahams et al

Praecipe for
Witnesses

Asa McMahan
vs
William Abrahams & James Abrahams } Union Common Pleas

Issue a subpoena for the following witnesses for the Plaintiff, Dorit, John Bussil, Alexander Pollock, and Abijah Gandy.

To the Clerk of the Court of Common Pleas of Union County Ohio
April 2nd 1852

Cole & Coats
Attys for Pltff

Union County

Asa McMahan

vs

William Abraham

James Abraham

Suit for wil'l

Filed June 14 1852

James Dixon Clerk

Served the wit by reading June 9th 1852 to John Cassil

Served By Reading to Aliza Bundy June 11th 1852

Alexander Pollock Not found

Fees Milage	50
Serv.	25
	75

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Cassil Alexander Pollock Abijah Gandy

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 Second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Plaintiff in a certain controversy in said Court depending, wherein Asa McMahan is Plaintiff, and William Abrahams James Abrahams is Defendant: and this They shall in no wise omit, under the penalty of the law; and have then there this writ.

James Lowner

Witness, ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 7th day of May A. D., 1852

James Lowner Clerk.

Mercer Comm Pleas

Asa McMahan

vs

William Abrahams
James Abrahams

Sub for Writ

Filed April 7 1852
James Irwin Clerk

Rec'd this Writ April 2 1852 & Rec'd to Execute
& return to Alexander Bollaetts April 7 1852
the within named William Sunday not found
Fees Mileage 5
Fees 2.50
3.50

W. G. Murin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Cassil Alexander Pollock and Abijah Gandy

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 third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Asa McMahan is Plaintiff, and William Abrahams & James Abrahams 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.~~, James Lyons Clerk of our said Court, at the Court House in Marysville, this 2th day of April A. D., 1852

James Lyons Clerk.

Asa McMahan
in
William Abrams &
James Abrams

pos. for [illegible]

Ara McMahan
—
William Abrams and
James Abrams

In Union Common Pleas.

Issue a subpoena for Nancy Armstrong witness for Defendant,

To James Turner
Clerk of U. C. Pleas

J. C. Doughty Atty for Defendant

May 21st 1852.

Filed March 24 1852
James Turner Clerk

William Abrams ad
James Abrams
ad
Asa McMahan

In Union Comm
Pleas—

Issue a subpoena for
Nancy Armstrong witness
for Defendants.

A Doughty atty for
Defendants

To James Lem
Clerk of U. C. Pleas
March 24th 1852.

Asa McMahen
vs
William Abrahams
et al

Praecipe for
Witness

Filed June 7 - 1852
James Lowner Clerk

Asa McMahon
vs
William Abrahams &
James Abrahams

Union Common Pleas

Issue subpoena for the following witnesses in behalf of Plaintiff, to wit, John Russel, Alexander Pollock, and Abijah Gandy.

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

Cole & Coates

June 7th 1852.

Filed Oct 21 1852
James Lunn Clerk

A McMahon
vs
W & J Abrahams

Issue a subpoena for A Gandy
for Plff.

Cule & Cate for Plff

Oct. 21 1857

Union Com Pleas

Asa McMahan
vs
William Abrahams &
James Abrahams

Transcript

Filed September 6th 1850
James Kirkade pr Clerk

Asa McMahan
vs.
William Abrahams
James Abrahams

Debt — $33,25

State of Ohio Union County ss.

Action of debt.—

Suit brought on an account as bill of particulars filed for fifty three dollars and twenty five cents ($53,25) June the 22nd 1850 Summons was issued returnable June the 29th 1850 at 1 O'clock P.M.

Justices fees 12½ cents

June the 29th 1850 summons was returned in due time endorsed June the 24th 1850 served by reading fees taxed at 45 cents Charles Scott Constable June the 29th 1850.— The parties attended according to process— and the defendant demanded a Jury trial whereupon the trial was adjourned untill July the 20th 1850 at 9 O'clock A.M. and the Jury was selected by the parties July the 11th 1850 Venire was issued for Joseph Newlove George W. Cary Richard Hoskins Samuel M. Cameron William Foster & William John as Jurors Justices fees $00,25 cents

July the 20th 1850 Venire returned endorsed served by reading July the 11th and 12th 1850 fees taxed at 95 cents Charles Scott Constable

July the 20th 1850 By order of the defendants counsel subpoena was issued for James Hinkade Wm S. Ralston Nancy T. Sanders and William McAbrahams Justices fees 24 cents

July the 20th 1850 subpoena returned endorsed served by reading July 20th 1850 fees taxed at 20 cents Charles Scott Constr.

July the 20th 1850 The parties attended according to adjournment and the trial was called and the Jury was sworn & empanneled according to law & the witness was sworn & examined according to law also the depositions of Samuel Hindman Walter Braden James M. McHibbin & Archabald Bishop which was taken the 9th day of July 1850 before

Justices fees

Summons	$0,12½
Venire 1st	0,25
Swearing Jury	0,24
Subpoena	0,24
Swearing witness	0,16
Venire 2nd	0,25
Subpoena	0,20
Swearing Jury	0,24
Swearing witness	0,16
Judgment	0,25
	$1,91

Court fees

Serving summons	$0,45
do Venire	0,95
do Subpoena	0,20
do 2nd Venire	0,90
	$2,50

witness fees

Wm McAbrahams 2 days	$1,00
Nancy T. Sanders 2 days	1,00
James Hinkade 1 day	0,50
Wm S. Ralston 1 day	0,50
Samuel Hindman	0,50
Walter Braden	0,50
James M McHibbin	0,50
Archabald Bishop	0,50
	$5,00

Wm Nicholas J.P.
for taken depositions $2,00

1st Jury $3,00 paid by Defendt
2nd Jury 3,00 paid by plaintiff

John Cassel & James L. Harriott sworn but not examined 50 cents each charged to plaintiff $1,00

the whole costs charged to defendant $17,41
transcript $00,31¼ paid

William Nicholas a Justice of the peace for Washington township Morrow County and State of Ohio were opened and read unto the Jury in open Court & they were gone through with and the Jury retired and were out a reasonable time & returned a verdict that they could not agree whereupon the Jury was discharged by the Justice & a new Jury selected by the parties and the cause was adjourned by the parties untill Saturday the 24th day of August 1850 at 9 O'clock A. M.,

August the 12th 1850 Venire was issued for Levi Spencer Francis Scott Alexander Hunt John McAllister John Elliott and James T. Wells Justices fees 25 cents

August the 15th 1850 By order of the plaintiffs agent subpoena was issued for John Cassel Alexander Pollock & James E Harriott Justices fees 20 cents. — August the 24th 1850 Venire returned endorsed served by reading August the 14th 1850 fees taxed at 90 cents Charles Scott Constable

* August the 24th 1850 The parties attended according to adjournment and the trial was called and the Jury was sworn & empanneled according to law & the witnesses was sworn & examined also the depositions of Samuel Hindman Walter Braden James M. McHubbin and Archabald Bishop which were taken before Wm Nicholas J.P. of Morrow County Ohio on the 9th day of July AD 1850 which were opened and read in open Court unto the Jury & they were gone through with according to law. The jury retired & in a reasonable time returned a verdict for the plaintiff for thirty three dollars & twenty five cents. — Whereupon Judgment was rendered against the said defendants William Abrahams & James Abrahams for the sum of thirty three dollars and twenty cents and costs of suit

* August the 24th 1850 subpoena returned endosed served this writ by reading to the within John Cassel & James E Harriott August the 23rd 1850 H L Jeffers Agent. —

Abijah Gandy J P

In the action of Asa McMahan against (William Abrahams and James Abrahams) I William Scott do acknowledge myself bail for the appellants in the sum of one hundred & fifty dollars to be levied of my goods and chattles lands and tenements in case the appellants shall be condemned in the action, and shall fail to pay the condemnation money & costs that have accrued or may accrue, in the court of common pleas.

William Scott

Taken signed & acknowledged before me
on this 30th day of August AD 1850. } Abijah Gandy Justice of the peace

The State of Ohio
Union County ss. } I Abijah Gandy a Justice of the peace in and for the township of Leesburg in the County & State aforesaid do hereby certify that the above is a correct transcript of the proceedings and Judgment in the cause before me. — Given under my hand and seal this 30th day of August AD 1850

Abijah Gandy (Seal)

Union Common Pleas

Asa Mc Mahan

vs

William Abraham &
James Abraham

Replication

Filed June 30. 1851
Jas Kinkade p. clerk

Amendment filed the
15th day of June 1852
James Irvin Clerk

C & C

Asa McMahan
vs
William Abrahams &
James Abrahams } Court of Common Pleas
In Assumpsit

And as to the said second plea the plaintiff saith that he ought not to be barred of his action by reason of any thing in that plea alleged, because he says that long before the respective times when said several causes of action accrued, to wit, on the first day of March A.D. 1843 they the defendants removed from their then place of residence, to wit, ~~at the county of Washington Pennsylvania near the Virginia line~~ to a place and parts unknown to the plaintiff, in whose favor alone said causes of action accrued; and that they the defendants from the said time when they so removed from their said place of residence continued and remained in a place and parts unknown to the plaintiff; and the same was unknown, to the plaintiff until a long time afterwards, and after the respective times when said several causes of action accrued, to wit, on the first day of March A.D. 1845; when the place of residence of the defendants, to wit, at the county of Union and State of Ohio, first then became and was known to the plaintiff, and that the plaintiff commenced this suit within six years next after their the said defendants place of residence first became and was known to the plaintiff as aforesaid; and this the plaintiff is ready to verify wherefore he prays judgment and his damages and costs to be adjudged to him

By Cole & Coats
Attys for Plaintiff

Amended in 7th line &c in striking out the words Logan County Ohio & inserting Washington County Pennsylvania near the Virginia line &c

Cole Coats & Crawford
Attys for Plff

Union Common Pleas

Asa McMahan

vs

William Abrahams &
James Abrahams

Notice

Filed May 28, 1857
James Kirkadoff Clk

Cole & Coates

The State of Ohio } Court of Common Pleas
Union County ss } November Term AD 1850

Asa McMahan complains of William Abrahams and James Abrahams in a plea of Assumpsit for that whereas heretofore to wit on the 30th day of January AD 1843 at the County of Richland and State of Ohio, to wit, at Union County aforesaid in consideration that the plaintiff at the request of the defendants would undertake and perform certain work and labor for, and render certain service to the said defendants, to wit, in and about obtaining a certain power of attorney to sell and convey to the said defendants a certain tract or parcel of land situate in the County of Marion and State of Ohio, and commonly called the Denny farm (being then owned by a person of that name then living at or near Marietta Washington County Ohio, and also to perform certain other service, to wit, in and about the obtaining certain information for the said defendants at their like request, from the agent of the Bank of Zanesville concerning the price and value of a certain tract or parcel of land also situate in the said County of Marion and State aforesaid, and then owned by the said Bank of Zanesville and ascertain from the said agent the terms and conditions upon which the said Bank would sell and convey the said last mentioned tract or parcel of land to the said defendants. They the said defendants undertook and then and there faithfully promised the said plaintiff during the continuance of the said work and labor, and the service by him the said plaintiff rendered to the said defendants and for the time thus spent by him the said plaintiff for the said defendants at their said request in traveling and journeying from his place of residence in Richland County aforesaid, to Marietta and Zanesville, in said State of Ohio, to obtain said power of attorney from said Denny and the said information from said agent of said Bank of Zanesville and returning from said places to his said place of residence; that they the said defendants would pay him the said plaintiff therefor the sum of one dollar and twenty five cents per day. And the said plaintiff avers that he confiding in the said promise of the said defendants, afterwards, to wit, on the first day of February AD 1843, did enter into the service and employ of the said defendants at their said request, and for the purposes above specified, and continued ~~and continued~~ in their said service and employ for the term of thirty days, in traveling and journeying

from his said place of residence to Marietta and Zanesville as aforesaid, and returning to his said place of residence; and well and truly performed all of his the said plaintiffs undertakings, and that the wages of the said plaintiff during the time aforesaid and after the rate aforesaid, amounted to a large sum of money, to wit, the sum of Thirty seven dollars and fifty cents, whereof the said defendants had notice to wit at the county of Union aforesaid.

And whereas also on the 15th day of February A.D. 1843, at the said County of Richland, ~~and~~ and State of Ohio, to wit, At Union County aforesaid, in consideration that the said plaintiff at the like request of the said defendants, would enter into the service and employ of the said defendants, and undertake and perform certain other service and labor, for the said defendants to wit in and about the procuring a certain other power of attorney, to sell and convey to the said defendants, a certain other tract or parcel of land also situate in the said county of Marion and State of Ohio, and owned by a person or persons living at Mizetta in the State aforesaid, and also obtain certain other information for the said defendants at their like request, from the agent of the Bank of Zanesville concerning the price and conditions upon which the said Bank would sell and convey to the said defendants, a certain other tract or parcel of land then owned by said Bank and also situate in the County of Marion and State aforesaid. They the said defendants undertook and then and there faithfully promised the said plaintiff that ~~they~~ during the continuance of the said last mentioned service and employ, to pay him the said plaintiff therefor so much money as he reasonably deserved to have therefor, and the said plaintiff avers that he confiding in the said last mentioned promises of the said defendants afterwards, to wit, on the 18th day of February A.D. 1843, did enter into the service and employ of the said defendants at their said request, to perform the said last mentioned service for the said defendants and continued in the said service and employ of the said defendants for a long space of time to wit, the space of thirty days and did truly and faithfully perform on his part all of his said last mentioned undertakings, and

that he reasonably deserved to have therefor the sum of Thirty seven dollars and fifty cents:

And whereas also on the 20th day of June AD 1850 at Union County aforesaid the said defendants were indebted to the plaintiff in the sum of fifty three dollars and twenty five cents for work then and there done and materials for the same provided by the plaintiff for the defendants at their request.

And in fifty three dollars and twenty five cents for money then and there lent by the plaintiff to the defendants at their request.

And in fifty three dollars and twenty five cents for money then and there paid by the plaintiff for the use of the defendants at their request

And in fifty three dollars and twenty five cents for money then and there received by the defendants for the use of the plaintiff.

And in fifty three dollars and twenty five cents 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 to wit 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 ~~sums~~ moneys herein above mentioned on request: yet the defendants have disregarded their last mentioned 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 Seventy five dollars and therefore he brings his suit.

By Cole & Coats
His Attys

McMahon
vs
Abrahams

Debt for wit-

Filed Nov 9 1882
James Turner Clerk

Filed this Aug 9 Recess to Nov Term
November 9 A D 1882
Geo Adams Sh
fees $12/77

Wilkinson Moss Plffs

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Cassil

to be and appear before the Honorable, the Judge 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 the Plff

in a certain controversy in said Court depending, wherein Asa McMahan " Plaintiff, and James Abraham & William Abraham " Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 9 day of Nov A. D. 1852

James Turner Clerk.

union Common Pleas

Asa McMahan

vs

William Abraham
& James Abraham

Sub for Writ

Filed March 27 1852
James Somers Clerk

Served this writ by reading to the within named
Nancy Armstrong March 27 1852

Geo Milligan
Ans 12/17

William & Mahan Atty

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Nancy Armstrong

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 Third day of next term, at 10th o'clock, A. M., to testify and the truth to speak on behalf of the Defendants in a certain controversy in said Court depending, wherein Asa McMahan vs. Plaintiff, and William Abraham & James Abraham is Defendants: and this shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, ~~JAMES KINKADE, Jr.~~ James Turner, Clerk of our said Court, at the Court House in Marysville, this 24th day of March A. D., 1852

James Turner Clerk.

Depositions &
Writs in
Abraham
&
McNabb

these papers
not to be
Recorded

Pag

Page 1st

Deposeitions of Witnesses taken in a Causs pending before Abiezer Gandy a Justice of the peace of Lusbaugh township Union County Ohio wherein Asa McMahon is plaintiff and Wm Abrams & James Abrams is defendants and for said plaintiff in pursuance of the notice hereto attached and at the time & place therein mentioned plaintiffs agent and defendants attorney present

Samuel Sandman of the county of Morrow of lawful age being first duly sworn by me as hereinafter certifyed deposes as follows.

Qs Were you acquainted with Asa McMahon in the year 1843

Ans I was and for some years before and some years after

Qs Were you acquainted with William and James Abrahames at the Period above Mentioned

Ans I Became acquainted with James Abrahames and his father sometime in the ~~first~~ latter part of ~~the year~~ January 1843. this acquaintance took place at my house and in in the Neighbourhood while riding with them on the two following days.

Qs Do you know of the Abrahames imploying Asa McMahon to do Business for them at Marietta Washington County Ohio and also at Zanesville Ohio

Ans Sometime late in January 1843 two men came to my house in Delty Township in Marion county Ohio — Told me that their names were Abraham, father and son, William and James. Told me that they were from the borders of Virginia, from one of the congregations of the Associate church formerly under the pastoral

150

sons of Rev Thomas Alison, and wished to locate in some of the con-
gregations of the Associate church in this state; ~~and~~ that they wished to purchase
two farms; and claimed me to inform them if I knew of any farms in the
bounds of my congregation, which were for sale and such as would suit them.
I told them of several; and found that they had seen one, on 80 acres lot
west of the state road and about 3½ miles South of Mount Gilliad (Marion county)
belonging to the Bank of Steubenville. They stayed with me over night.
Next morning I went with them and showed them Mr Phillips farm North
of Theria, and a farm about a mile East of Theria, formerly occupied by
Samuel Denny, and said to belong to said Samuel's father, who was living some
place near Marietta at the mouth of the Muskingum river Washington county
Ohio. They seemed pleased with this Denny farm and spoke favorably of the
Bank lot North of Mt Gilliad. By some means we understood that Asa
McMahan of Congress township in Richland county Ohio, had some knowledge of
the owners of the Denny farm and could, perhaps be consulted to advantage
on that matter. The Mr Abrahams and I went the same day to the house of
James McMr Pibbin in Washington township in Marion county, from a mile to
two miles from Asa McMahan's residence. It was then late in the day — the Abra-
hams talked of going to see McMahan. I could not go along with them on ac-
count of being under the necessity of being at home at night; and as the elder
Abraham was an old man and lame, I proposed that he stay at the house of
Mr McMr Pibbin, and Mr Pibbin go with James Abraham that night and see McMa-
han, and I would return in the morning to learn the result. I went home
and in the morning returned to Mr Pibbin's and found James McMr Pibbin —
James Abraham, and Asa McMahan, in Mr Pibbins lane near the house.
William Abraham was in the house or near it. On asking what they had done
or were going to do, some one of the company, I cannot say who, told me
that the Abrahams were about to get Asa McMahan to go to Marietta to see
old Mr Denny about the Denny farm; ascertain the price and, if he
could, get persons to sell it; and to return by Steubenville and know, if prac-
ticable, on what conditions the 80 acres belonging to the Steubenville bank could
be obtained. I then stated to the Abrahams that I understood that Wm Bas-
kin had 240 acres of good land near the Denny land, which he would
sell cheap. It was then agreed between the Abrahams and Mr McMahan that they
would not finally conclude to send him until they would see the Bas-
kin farm. I went with them, and they viewed the Baskin land — seemed pleased
with it, and made him an offer of what they would give. He asked
more; and they did not agree, but gave him a few days — I think 3 or four.
At the end of which time he was to call on ~~the Parties~~ ~~and~~ report to the
Abrahams ~~the~~ his answer — they saying further, that if he came to their house
they would come on immediately and enter into writings. In this days but
Eleazer Pinkade was with us. I am not sure that William Abraham
was. From the house of Wm Baskin we came to the State road leading
by James McMr Pibbins to Mt Gilliad I wished to go home and James Abraham
and Eleazer Pinkade wished to go to Mr Pibbins & so on their return to Pinkade's in
Delaware county. After some conversation on our horses at the state road, Abra-
ham told me that he wished me to see Baskin on the day appointed, and if
he (Baskin) agreed to accept their offer, well, and if not I should send Asa McMa-
han immediately to Denny at Marietta and to the bank company at
Steubenville to make arrangements for selling these lands to the Abrahams.
~~I saw~~ Baskin on the day appointed. ~~He agreed to take what they offered~~
did not report to me. And I sent the result to William Abraham in
a letter dated Feb 1st 1843 — directed to him supposing it was no difference
whether I wrote to James or William — stating in the letter that "day before
yesterday" I had sent special ~~messenger~~ ~~express~~ express by Mr A Bishop to Mr Asa
McMahan, to proceed without delay to Denny at Marietta, and to go by Brown
ville and know about the Denny quarter and the Remington lots. Asta-
ing — As soon as he returns, and I can know, I will report to you.
McMahan went, and returned and showed me papers, one from Denny and
the other from some person concerned in the bank — showing land and from whom &
on what conditions these lands could be bought — I do not now recollect what
was in the papers — at least not all. But I was satisfied with them at the time
Immediately after the return of Mr McMahan I wrote, informing the McAbra-
hams of the success of his mission. Some months afterwards I received a
letter from one of the Mr Abrahams — stating — that as they had not obtained
Baskins land they had concluded not to buy in Marion county; but had bought in
Union county — adding that I need pay any thing more about the business.

Page 3d

Qus When did you ~~certainly~~ first know that Mr McMahon knew of the ~~Residence~~ Residence of the Abrahams in Union County

Ans I cannot tell when ~~Mr McMahon~~ Mr McMahon first knew that Abrahams knew but I am certain that I knew he knew some time in the ~~early~~ Spring of ~~of~~ 1845

Qus Were the Abrahams, father and son, acting in company in sending Mr McMahon to Marietta &c? Ans. The son, James, being a young & strong man, and Wm being old, and lame, James was the principal actor but I understood them to be jointly interested — both wished to be rich together, each wanted a farm — and made it a kind of common family concern

1 Deposition on Cross-Examination

Question by Defendant

Did you direct a letter to the Defendants in February A 1843. And to what place Ans I directed a letter, respecting the business to William Abraham, on the first of Feb 1843 — and to Marysville Union county Ohio

2 Had you frequent conversations with the Plaintiff upon the this subject after he returned from Marietta

Ans I conversed with him when he returned from Marietta and Steubenville and showed me the papers, as stated in my general testimony; had another conversation with him, perhaps in March or April, 1845 before he gave me his account against the Abrahams; and an other when he gave me the account; which I believe was about the first week in May 1845; Besides these I do not recollect of any other

3 Might not the Plaintiff, Brown, the place of the Defendants residence for aught you know. Ans Yes.

4 Did you state to the Plaintiff that you was solicited to get him to go to Marietta by the Defendants at the time mentioned Ans I have already stated that Abrahams directed me on a certain contingency, to send him: I now say, further, that I did instruct Mr Bishop to tell him that Abrahams had instructed me to send him, and that he should go accordingly

Did the Defendants authorise you to send Bishop to employ plaintiff to go to Marietta? Ans Abrahams employed me to send McMahon; but they did not dictate to me in what way I

350

should correspond with him — that is, they left it to my own discretion whether to go my self friend Bishop — or some other man — or write — or how

Samuel Hindman

Also Walter Braden of Crafford County State of Ohio being of lawful age being first duly sworne as hereinafter deposes as follows

Filed Nov. 15. 1880
Dan'l Rickard Jr Clerk

Ques by Pltff Was you acquainted with Asa Mc Mahon in the year 1843

Ans I was

Ques did you know of Pltff going to Memetta and Bansvill in the year of 1843 on Business for the Abrahams

Ans I knew it by report

Ques had the Arahams left the Country when the Pltff Returned

Ans It was reported they were gone before he went

Ques do you know of their being in this country since

Ans I do not

Ques about what time did you know of their Residence after they left this country

Ans I think it was some time in eighteen hundred forty five or six

Ques do you think Mr Mahon knew of their residence previous to that time or was their Residence generally known in the Neighbourhood

Ans I think not

Ques What would it be worth to travel and find yourself upon Day

Ans I think about one Dollar and fifty cents pr Day

Walter Braden

Also James M Mc Kibben of Morrow County State of Ohio being of lawful age being first duly sworen as hereinafter deposes as follows

Ques by Pltff were you acquainted with Asa Mc Mahon in the year 1843

Ans I was before and since

Qus was the Defendents Abrahams at your house in the Winter or Spring of 1843
Ans they were
Qus Did they imploy Asa Mc Mahon to go to Merritta and Janesville to do Bisness for them and if so what was that Bargin
Ans they did imploy him +
Qus did he go according to contract and do the Bisness he was imployed by ~~them~~ to do
Ans ~~they~~ he did
Qus how long was he gon on their bisness
Ans I suppose something like four weeks
Qus Did he bare his own expences while he was gone
Ans I suppose he did for there was no Money given him to the best of my knowledge
Qus how much would it be worth ~~to travel~~ pr Day to travel and bare his own expences
Ans I think it would be worth one dollar and fifty cents p Day
Qus What time did the Defendents leave or how long did they tarry in the neighbourhood
Ans they were in the Neighbourhood three nights only and ~~left~~ for parts unknown
Qus was it genally known wher they went to
Ans I think not
Qus how long after they left here before you knew where ~~they~~ residence was
Ans I do not think I knew befor the Spring of 1845
Qus do you think the Plff knew of the residence of the Defendts before the Spring of 1845
Ans I think not
Qus Did you know where they were living ~~they lived~~ when they were here or wher they lived Previous to their coming here

The Plaintiff Excepts.

Ans they told me that they lived near the Virginia line in Washington County State of Pennsylvania

John Wilson Kilbin

Also Archabald Bishop of Monroe County State of Ohio being of lawful age being first duley sworne by me as hereinafter stated deposes and saith.

Qus do you know ~~Jno~~ Asa McMahon went to Marietta and Zanesville on Business for the defendents Abrahams and if so how long was he gone

Ans he did go to Marietta and Zanesville on Business for them and I think he was gone some four or five weeks

Qus how much would ~~suppose~~ it be worth per day for traveling and find himself

Ans I think it would be worth about one Dollar and fifty cents pr day

Qus ~~how~~ About what time did you first hear of the Residence of the defendents after they left here

Ans the first I herd of the Residence of the defendents was in the Spring of 1845 Archibald Bishop

I William Nichols justice of the Peace in and for the township of washington in the county of Monroe state of Ohio do hereby certify that the above named Samuel Hindman Walter Braden James M. McKibbin and Archibald Bishop were by me first duley sworen to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by them respectfully subscribed reduced to writing by me (except Samuel Hindmans which was principally wrote by him self) and were taken at the time and place specified in the indorsed notice In testimony whereof I have hereunto set my hand this 9th day of July A.D. 1850

Wm Nichols

Justice Fees. $2.00

Witness - Fees so coch $2.00

$4.00

Defendents Attorney was absent while taking the three las deposition

William Abrams
and James Abrams
vs
Asa McMahan

plea

Filed June 9. 1857
James Kirkwade jr
Clerk

J. C. Dwight & ad.
J. R. Clawson
atty for Deft

William Abrams and James Abrams ad. Asa McMahan

In Union Common Pleas.

And the said William Abrams and James Abrams come and defend &c, and say that they did not assume and promise in manner and form as the said Asa McMahan hath declared against them and of this they put themselves upon the country. And the said Asa McMahan doth the like

by Geo Dought & J R Swal their attys

And the said William Abrams and James Abrams for a further plea to the declaration aforesaid say that the said Asa McMahan ought not to have his aforesaid action thereof against them because they say that the cause of action in the said declaration mentioned, did not at any time within six years next before the commencement of said action accrue to the said Asa McMahan and this they are ready to verify wherefore they pray judgement if the said Asa McMahan his action aforesaid thereof against them ought to have or maintain

after said supposed cause of action accrued

this after said supposed cause of action accrued

change this place of residence & remove to a place unknown to the plaintiff

and of this the defendant put himself upon

the country. and plaintiff doth the like

&c

Daughty for

for defts

Chris Columbus

Attachment

vs

Benjamin

Reynolds

Filed October D^o 1837

Jos Richards for chan

Wm Abrahams &
James Abrahams
vs
Asa McMahan

} Wm Cox plrs

The defendants as to the said replication to his said second plea, say that by reason of anything therein contained, the plaintiffs ought not to have or maintain their aforesaid action thereof against them because they say that the plaintiff did not commence their aforesaid action within six years next after the defendants place of residence first became known to the plaintiffs as in said replication alleged. and of this the defendants put themselves upon the country and the plaintiff doth the like

Llewellyn & Swan
for defts.

~~And for a further rejoinder to the said replication of the plaintiff to the second plea of the defendants the defendants say that by reason of anything therein contained the plaintiff ought not to have or maintain his aforesaid action thereof against them because they say~~

And for further rejoinder to the said replication of the plaintiff to the second plea of the defendants the defendants say that by reason of anything therein contained the plaintiff ought not to have or maintain his aforesaid action thereof against them because they say that they did not during the said six years next

Civil/Domestic Case File

Case No. 1850-CV-0046

No. SD-CU-46

Union Common Pleas Court.

Samuel McCampbell et al
Plaintiff,

AGAINST

James McIntire
Defendant.

APR TERM. 1851

Dismissed

Journal 5 Page 9

Record No. No Record Page

Ex. Doc. A Page 6

Law No 16

Samuel McCampbell
admr
vs

James McEntyre

Costs Bills made
Record None

Samuel R. Campbell
Adlr &c
vs
James McIntyre

Transcript

Filed Sept 10. 1850
J. Kinkead pr Clk

Samuel McCampbell Adminr.
of the estate of James L. McCampbell
[deceased
vs
James McEntire

Plaintiffs costs

Summons	.12½
const fees	.30
Subpeona	.20
const fees	.95
Subpeona	.12½
const fees	.20
Swearing 4 witnesses	.16
entering suit	.25
3 witnesses attendance	1.25
Transcript	$3.56 .31
	3.87

Defendants costs

Subpeona	.20
const fees	.65
Subpeona	.12½
const fees	.20
Subpeona	.12½
const fees	.10
6 witnesses attendance	2.75
Swearing fine witnesses	.20
	$4.35

Bill of particulars filed
Damage Claimed $10.00
Suit brought on book
account items amount
to — — — — $7.25
Cr — — 2.00
$5.25

Defendent filed his bill of particulars Items amount to $11.00
August 20th 1850 Issued Summons delivered to S. Dodds const for appearance of defendent on the 24th day of August in the year 1850 at 3. O'clock P.M. of said day
August 21st 1850 Summons returned personally served by reading this writ to the defendent August 20th 1850.
Mileage .20 cts Service .10 cts .30 cts
Samuel Dodds const
August 20th 1850 Issued Subpeona for Thomas M. Ewing John McCampbell & James Woodburn witnesses for the plaintiff
August 21st 1850 Subpeona returned served personally by reading the within to Thomas M. Ewing John McCampbell & James Woodburn
August 20th 1850. Mileage 65 cts Service .30 cts .95
Samuel Dodds const
August 21st 1850 Issued Subpeona for Isaac N. Laughead Walter Gowen & Henry Liggett witnesses for defendent

(carried out)

Same day Subpeona returned served personally by reading the within to Isaac N. Laughead Walter Gowen & Henry Liggett
Milage .35 cts Service 30 cts .65 cts
Samuel Dodds constable
August 24th 1850 Issued Subpeona for Samuel Keebler witness for defendant for his appearance forthwith
Same Day Subpeona returned served personally by reading this writ to Samuel Keebler Mileage 10 cts Service 10 cts 20 cts
Samuel Dodds const
August 24th 1850 Issued Subpeona for John Carson witness for defendent Same day Subpeona returned served personally by reading the within to John Carson
Service .10 cts
Samuel Dodds const
August 24th 1850 Issued Subpeona for James Robinson witness for Plaintiff. Same Day Subpeona returned served personally by reading the within to James Robinson
Mileage .10 cts Service .10 cts .20 cts
Samuel Dodds const
August 24th 1850 at 3 O'clock P.M.
The parties appeared trial had John McCampbell, James Robinson, Samuel Dodds, & Isaac N. Laughead were sworn and examined as witnesses for Plaintiff
John Carson Samuel Keebler. Henry Liggett. John Liggett. Isaac N. Laughead. & Walter Gowen jr. were sworn and examined as witnesses ~~for~~ Defendent
It is therefore considered by me that the Plaintiff hath no cause of action nor claim in the premises against

Carried over

the defendant and that the defendant recover of the plaintiff his costs therein taxed at four dollar and thirty five cents

Thomas Ewing witness for Plaintiff failed to appear

The transcript .31¼

Justices fees total $1.82
court fees " " 2.40
witnesses fees
John McCampbell .50
James Robinson .50
Samuel Dodds .25
John Carson .50
Samuel Beebler .50
Henry Liggett .50
John Liggett .25
Isaac N Longhead .50
Walter Gowen .50

The State of Ohio Union County Jerome 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 B. Dort J.P.
of the aforesaid Township

Union Com Pleas

Samuel McCampbell
Admtr &c

vs

James McIntire

Assumpsit Narr

Filed December 19. 1850
James Kirkade Jr Clerk

Costs paid on
no Record

Allison & Lenny

The State of Ohio } ss. Court of Common Pleas.
Union County } November Term A.D. 1850

Samuel McCampbell, as Administrator of the estate of James D. McCampbell, deceased, complains of James McIntire, in a plea of Assumpsit, for that whereas the said James McIntire in the life time of the said James D. McCampbell to wit, on the 1st day of January A.D. 1850 at the County of Union aforesaid, was indebted to the said James D. McCampbell in the sum of ten dollars for goods then and there sold and delivered by the said James D. McCampbell to the defendant at his request.

And in ten dollars for the price and value of work and labour then and there done, and materials for the same provided by the said James D. McCampbell for the defendant at his request:

And in ten dollars for money found to be due from the defendant to the said James D. McCampbell 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 said James D. McCampbell to pay him the said moneys on request. Yet the defendant hath disregarded his promises, and hath not paid any of the said moneys or any part thereof, either to the said James D. McCampbell in his life time, or to the plaintiff as administrator aforesaid since the death of the said James D. McCampbell, to the damage of the plaintiff as administrator as aforesaid ten dollars and thereupon he brings his suit. &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 James D. McCampbell deceased.

By Allison & Curry His Attys.

Filed Oct 17. 1850
J Kirkadoff Clk

defendant bill of particular

James McCambel Dr to James McIntire

June 18.47 to 12 bushel of oats 75c per bushel $ 9.00

August 21st 1847 to 12 bushel of oats 2.00

James McIntire $11.00

Filed Oct. 17. 1850
S Ruckado p. Clerk

James McIntire To J. L. McCampbell Dr.

December 16th 1846	James McIntire Dr to visit & med		$ 1.50
August 5th 1847	do	to do for Son	1.50
June 27th	do	do — to acct. of Wife	4.00
July 31st	do	do — to medi.	.25
			$ 7.25
August 21st 1847	James McIntire Cr by 12 bushels oats		2.00
			$ 5.25

James McEntire
ads
Samuel McCamble
Administrator

Precipe for
Witnesses

Filed Apl 9. 1851
J Minkade pr clerk

Vs

James McCutcheon
vs
Samuel McCombs
Administrator of the
Estate James McCombs
deceased

In Common
pleas

Issue a Subpoena
for Isaac N Lowhead
Walter Gowens - David
Mitchell & James B Dort. William
Anderson - & Perry Buck - Returnable
on the 3d day

J C Dwight
Atty for Defendant

To James Kinkade
Clerk of Union
Common pleas
April 10th 1857

M Campbell
v
Mc Entyre

Costs
Bill

Carroll Common Pleas, April Term, A. D. 1857

S. McCampbell adm'r
vs.
Jas McIntyre } Judgment for Defendant.

COST BILL.

Clerk's Fees.	Pl'ff.	Def't.	Sheriff's Fees.	Pl'ff.	Def't.
Filing Transcript Docketing cause	8		On summons Malin		
Issuing summons			subpœnas		
Entering return			Calling jury		
" rule for costs			" witnesses, each 6,		
Appearance, each 8,	8		" cause, etc.	16	
Filing declaration	6		Summoning jury		
Copies of pleadings					
Filing plea	40				
Affidavit			Jury fee		
Filing replication					
Filing papers, each 4,			Costs on Depositions.		
Continuance			Justice's fees		
Issuing venire			Constable's fees		
" subpœnas for witnesses		32	Witnesses' fees		
Entering return		10			
Swearing jury					
" witnesses, each 4,			Costs on Transcript.		
" constables, each 4,			Justice's fees D B Dart	1.17	65
Entering claims of witnesses, each 6,			Constable's fees Saml Dodds	1.45	95
Giving orders to do. each 8,			Witnesses' fees		
Entering verdict					
Motion for new trial			Witnesses' fees		
Judgment	10		John McCampbell	50	
Entry on minutes	10		James Robinson	50	
Satisfaction	12½		Saml Dodds	25	
Record			John Larson		50
Cost Bill	35	35	Saml Ressler		50
Certificate to Supreme Court			Henry Liggett		50
Entering mandate in minutes			John Liggett		25
			Isaac N Laughlin		50
			Walter Brown		50
	$1.35½	.77			

Union Com Pleas

Saml McCampbell adm

vs

James McEntire

Det for rents

Filed April 9. 1857

James Kirkpatrick p clerk

This writ not to be served & order of Plaintiff Atty

J. C. Daughertr for Defendants

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac N. Laughead, Walter Gowens, David Mitchell Jr. James B. Dort, William Henderson and Perry Buck

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 3rd day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of James McEntire in a certain controversy in said Court depending, wherein Samuel McCampbell admr of Jas L. McCampbell decd is Plaintiff, and James McEntire 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 9th day of April A. D., 1851 James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0047

No. 50-CU-47

Union Common Pleas Court.

Joseph Sexton
Plaintiff,

AGAINST

Philip Snyder,
Defendant.

APR TERM, 1851

Discontinued

Journal 5 Page 9

Record No. Page

Ex. Doc. A Page 1

Law No 17

Joseph Saxton
vs
Philip Snider

Cost Bill made
No Record

Union Common Pleas

Joseph Saxton

vs

Philip Snider

Pres. & affr in Replevin

Filed October 5. 1850
James Kinkade Jr clerk.

Cost Bill made No Record

Joseph Saxton
vs
Phillip Snider ~~[illegible]~~
~~[illegible]~~

In Replevin — Damages
One thousand Dollars

Issue a writ of Replevin for the following goods and chattels, to wit, four head of Cows, four two years old Steers, three three years old Steers, three two years old heifers, and eleven hundred dozen sheaves of wheat

Cole & Coats Attys for Plaintiff

To the Clerk of Union Common Pleas
Dated this 5th day of October AD 1850.

The above named Joseph Saxton makes oath and says that he has good right to the possession of the goods and chattels described in the above Praecipe, that the same are wrongfully detained by the said Phillip Snider. ~~[illegible]~~ that the said goods and chattels were not taken in execution on any judgment against the said Joseph Saxton, nor for the payment of any tax, fine or amercement assessed against him nor by virtue of any writ of Replevin, or any other mesne or final process whatsoever, issued against the said Joseph Saxton.

Joseph Saxton

Sworn to and subscribed before me this 5th day of October A.D. 1850

James Kirkade for Clerk of Union Common Pleas

Union Com. Pleas

Joseph Saxton
vs
Philip Snider

Writ of Replevin

Filed April 23, 1851
D Kirkpatrick for Clk

Cole & Evans attys for
Plff

The State of Ohio Union County ss.

To the Coroner of Union County Greeting:

We Command you, that without delay you Cause to be replevied unto Joseph Saxton, the goods and Chattels following, to wit, four head of Cows, four two years Old Steers, three three years old Steers, three two years old heifers, and eleven hundred dozen Sheaves of wheat, which Philip Snider, wrongfully detains from the said Joseph Saxton, as is said: And also that you summon the said Philip Snider, to appear at the next term of our Court of Common Pleas to be held within and for the said County of Union: to answer unto the said Joseph Saxton, for the unlawful detention of the goods and Chattels aforesaid, Damages One thousand dollars; and have you then there this writ,

Witness James Kinkade Jr Clerk of said Court at Marysville this 5th day of October A.D. 1850.

James Kinkade Jr Clerk

Civil/Domestic Case File

Case No. 1850-CV-0048

No. 50-CU-48

Union Common Pleas Court.

Mary R. Silvers
Plaintiff,

AGAINST

Abner Trebit
Defendant.

NOV TERM. 1850

Settled.

Journal 4 Page 360

Record No. No Record Page

Ex. Doc. Page

Law No. 52

Mary R Silvers

vs

Abner Tribee

Cost Bill made & paid

No Record

In Union Com Pleas

Mary R Silver
v
Abner Trebet

Pres. & affidavit
In assumpsit

Filed October 26. 1850
James Kinkadeff Clerk

Cert Bill mentd
No Record

Mary R. Silver
vs
Abner Tubet } In assumpsit Damages $250.

Issue a Capias ad respondendum returnable at next Term. Endorse on the writ "Suit brought to recover for one years rent for a certain premises lands and premises by the Plaintiff rented to the Defendant at his request. Also for goods sold & delivered. On an account stated Amount sworn to $225.00 hold to bail in the sum of Four hundred & fifty Dollars

To James Rinkade Jr.
Clerk

Cole & Coats Attys.
for Pltff

To the Court of Common Pleas Union County ss
The above named Mary Silver makes oath that the above named Abner Tubet is justly indebted to the deponent in the sum of Two hundred & Twenty four Dollars over and above all discounts and payments For one years Rent of a certain messuage lands and premises by this deponent demised to the said Abner Tubet at his request and which years rent is now in arrear and unpaid. And this deponent further says that he has reason to believe and does verily believe that the said Abner Tubet is about to remove his property out of the jurisdiction of the Court of Common Pleas and out of the bounds of the State of Ohio with intent to defraud his creditors. And that the grounds of that belief are. that he the said Tubet has disposed of part of his property, has told some of his neighbors that he intended to remove to the State of Illinois this fall. that he has made other preparations to remove and has not paid the claim of this deponent, nor made any preparations to pay said claim.
And further saith not.

Mary R. Silver

Sworn to and subscribed before me this 26th day of October A.D. 1850.
James Rinkade Jr Clerk of Union Com. Pleas.

Union County, Ohio

Mary D. Silver
vs
Abner Trebet

Capias ad respondendum

Filed Oct. 29. 1850
James Kilbreath, Clerk

Sworn to receive for one years rent for a certain premises, land and premises by the plaintiff rented to the defendant at his request, a buffer goods sold & delivered, an account stated, amount sworn to $225.00 held to bail in the sum of four hundred fifty dollars
Cole & Cole atty's
per Cole

I have taken the body of the within named Abner Trebet and committed him to jail for want bail. Fees = Service 35
mileage 25
Wm. Columber assisting 50
Jail fees 4 days 1.00
committing & discharging 1.00 = $3.10 paid by A. Trebet

Philip Snider Sheriff

The Sheriff Philip Snider is hereby authorized to discharge the body of Abner Trebet, as the debt for which he was committed is arranged Oct. 29 1850.

Mary Silver
per Cole & Cole
her Atty's

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;

We command you to take Abner Trebet, if he may be found in your bailwick and him safely keep. So that you have his body before our Court of Common Pleas of the County aforesaid, at the Court House in said County on the first day of their next term to answer unto Mary R. Silver, in a plea of Assumpsit. Damages Two hundred and fifty dollars.
And have you then there this writ.

Witness James Rinkade Jr Clerk of said Court of Common Pleas at Marysville this 26th day of October A.D. 1856.

James Rinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0049

No. 50-CU-49

Union Common Pleas Court.

Wm H Payne et al
Plaintiff,

AGAINST

Archibald Bates
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

for costs

Journal 5 Page 135

Record No. No Record Page

Ex. Doc. A Page 235

Case No 4

John Doe Ejdem
Wm H Paynes Lessee
vs
Archibald Bates

Costbill made

On the 28th day of August A.D. 1850 I did personally serve Archibald Bates, tenant in possession of the premises in the within declaration mentioned, or of part thereof, with a true copy of of the within declaration and notice, and at the same time acquainted the said Archibald Bates with the true intent and meaning of said declaration and notice, and of the service thereof. Fees = mileage 50
service 35
copy 70 = $1.55

Philip Snider Sheriff
Union County, Ohio

Union County
Plas Bro Ex Dem
Wm H Cayne et al
vs
Richard Roe
(Archibald Bates)

Ejectment
Declaration

Filed Oct. 29. 1850
James Kirkpatrick Clerk

Attorney H Goodell

In Court of Common Pleas August Term A.D. One thousand Eight Hundred and Fifty

The State of Ohio Union County ss:

John Doe complains of Richard Roe. For that William R. Payne, John G. Payne & Maria S. Payne on the first day of January AD One thousand Eight Hundred and forty Eight at Union County aforesaid, had devised to the said John Doe one undivided half of the following lands and tenements, to wit: A certain tract of land containing one Hundred and ninety five acres situate between the little Miami and Scioto Rivers North West of the River Ohio as by survey bearing date the twenty fourth day of December in the year One thousand Eight Hundred and thirteen and bounded and described as follows to wit: Survey of one Hundred and ninety five acres of land on Part of a Military Warrant No 323. in favour of Robert Green (the whole thereof being for two Thousand Six Hundred and Sixty six & two-thirds acres) on the waters of Treacle Creek. Beginning at a White Oak Northerly Corner to Duncan McArthur's Survey No 4769 in the line of Richard Appersons Survey No 6312, running with McArthur's line South thirty five degrees East thirty five poles to a Stake in a prairie in said line. Thence North Eighty degrees East. One Hundred and fifty poles to a hickory White Oak & Elm. Thence North forty Eight degrees East one Hundred and fifty poles to four Burr Oaks: Thence North fifteen degrees East One Hundred and thirty poles to three Hickories South West Corner to Wm Betts Survey No 4946, Thence with his line North six degrees East sixty four poles to two White Oaks and a Black Oak in said line and Corner to Joseph Parrotts Survey No 7789. Thence with his line South forty four and a half degrees West three Hundred and thirty one poles to a Stake South Corner to ~~South~~ said Parrotts Survey - Thence with another of his lines North forty five degrees West ten poles to a stake - Thence South fifty five degrees West Ninety Eight poles passing the Easterly Corner of said Appersons Survey, and with his line to the beginning with the appurtenances, And

also ten Messuages, ten Cabins, ten Barns, ten Stables, ten Orchards, ten outhouses, ten yards, ten gardens, five Hundred Acres of Arable land, five Hundred Acres of Meadow land five Hundred Acres of Pasture land, five Hundred Acres of Woodland, five Hundred Acres of land covered with water and five Hundred Acres of other land with the Appurtenances situate in said County of Union — To Have And to Hold the same to the said John Doe from the first day of January A.D. One thousand Eight Hundred and forty Eight aforesaid for and during the term of ten years thence next ensuing, By virtue of which demise the said John Doe entered into the said tenements, with the Appurtenances and was possessed thereof for the Term aforesaid — And the said John Doe being so thereof possessed, the said Richard afterwards to wit: on the first day of April AD One thousand Eight Hundred and forty Eight with force and arms entered into the said tenements with the Appurtenances and Ejected the said John Doe therefrom and other wrongs to the said John Doe then & there did, to his damage in five Hundred Dollars and therefore he sues &c

By Anthony & Goode
attys

Mr Archibald Bates

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

Richard Roe

August 28th 1850

Payne lessee
v.
Archibald Bates

Eject
plea

Filed Novr. 20. 1850
James Kirkwood clerk

Archibald Bates.

Paynes - Lipscomb &c
v
Richard Roe

Union Com Pleas Nov 7 1885

Archibald Bates comes and makes himself defendant herein and confesses lease entry ouster and possession of the following described premises parcel of the lands in the declaration mentioned

Begining at a bur oak N. E to ~~Matthews~~ McArthurs survey No 479 in the lin of Andersons survey No 323 thence with ~~Matthews~~ McArthurs line S 36 E two poles to the middle of the road, northwestwardly corner to Arnold; thence with Arnolds lin S. 85 E. 54 poles to an elm; thence N 79 E 135 poles to a white oak in the road N E corner to Arnold; then S. 26 W. 68 poles to the lin of Joseph Barnetts survey; thence with his lines S. 44. 35 W. 29 poles to a stone corner to Doin; then with his lin N 45 E. 10 poles to two white oaks another of his corners; thence with his lin S. 55 W. 70 poles to two white oaks another of his corners; then with his lin N 55 E 10 poles to Andersons corner; then with his lin S 55 W 70 poles to the begining part of survey 323

And for plea says he is not guilty of the trespass and ejectment alleged; and of this he puts himself upon the country, and the pltff doth the like

Sims & Anderson
for defts

Payne Lessee
v
Ebenezer Arnold

Plea &c

Filed Novr. 20. 1850
Jas Kirkpatrick for clerk

Ebenezer Arnold

Taynes' Lessee
v
Richard Roe

Union Com Pleas Nov 7 1850

Ebenezer Arnold comes and makes himself party defendant herein, and confesses lease entry ouster and possession of the following premises part of the lands in said declaration mentioned to wit

Begin two poles S. 36 W of an oak westerly corr to Duncan McArthur survey No 4769 – appears by thence with McArthur S. 35 E 33 poles; thence N. 80 E 157 poles; thence S. 30 E. 63 poles 18 links to middle of creek thence down creek with meanders 24 poles to Andrew Bumbaugh land; thence N. 26½ W 14 poles to white oak in road; thence with road S 79 W 135 poles to elm; thence N. 85 W 54 poles to the beginning; 31 acres & 138 poles. more or less.

and for plea says that he is not guilty of the trespass and ejectment as alleged so of this he puts himself upon the country and pltff doth the like

Swan & Andrews
for Defts

said John Doe Entered into said tenements with the appurtenances and was possessed thereof for the term aforesaid – And the said John Doe, being so thereof possessed, the said Richard afterwards to wit On the first day of April AD 1848 with force and arms Entered into the said tenements with the appurtenances and Ejected the said John Doe therefrom and other wrongs to the said John Doe then and there did to his damage in five Hundred Dollars and therefore he sues &c

By Anthony & Lord
attys

Common Law Rec
Thursday Ex dem
of Elias Payne & wife
vs
Richard Roe
Ejectment
Memorandum Cancelled
of Declaration

And also for that whereas Leave of the Court having first been obtained of the Court for that purpose, Robert Payne on the first day of January AD 1848 at Union County aforesaid had demised to the said John Doe one undivided half of the following lands and tenements to wit, A certain tract of Land containing one Hundred and ninety five acres situate between the Little Miami and Licoto rivers north west of the River Ohio, as by survey bearing date the 24th day of December AD. 1813, and bounded and described as follows to wit: Survey of one Hundred and ninety five acres of Land, on part of a Military Warrant No 323 in favour of Robt. Green (the whole thereof being for two thousand six Hundred and sixty six and two thirds acres) on the waters of Treacles creek. Beginning at a white Oak Northerly corner to Duncan McArthurs survey No 4769 in the line of Richard Appersons survey No 6312, running with McArthurs line South 35° East 35 poles to a Stake in a prairie in said line, Thence North 80° East 150 poles to a hickory White oak and Elm, Thence North 48° East 150 poles to four Burr oaks, Thence North 15° East 130 poles to three hickories, South West corner to Wm Betts survey No 4946, Thence with his line North 16° East 64 poles to two white oaks and a Black oak in said line and corner to Joseph Parrotts survey No 7789, Thence with his line South 44½° West 331 poles to a Stake South corner to said Parrotts survey, Thence with another of his lines North 55° West 98 poles passing the Easterly corner of said Appersons survey and with his line to the beginning, with the appurtenances — And also ten Messuages, ten cabins, ten Barns, ten Stables, ten orchards, ten outhouses ten yards ten gardens, five Hundred acres of arable land, five Hundred acres of Meadow Land, five Hundred acres of pasture land, five Hundred acres of woodland, five Hundred acres of Land covered with water, and five Hundred acres of other Land with the appurtenances situate in said County of Union — To have and to hold the same to the said John Doe from the first day of January AD 1848 aforesaid for and during the term of ten years thence next ensuing — By virtue of which demise the

John Doe Ex dem Wm A Payne
John G Payne & Marcia A Payne etal } Union County Common Pleas
vs } In Ejectment
Richard Roe, (Archibald Bates Tenant)
Ebenezer Arnold & James Fullerton } Three Cases
& others tenants

The defendants in the above named causes will take notice that Depositions will be taken by the Plaintiffs to be read in evidence on the hearing of said cases, at the House of David McCarty, Oakwood, Fleming County Kentucky, before Competent authority on the 20th day of November A D 1851, between the hours of 8 o'clock A.M. and 6 o'clock P.M., and to be continued if necessary from day to day till all are taken

Anthony Goode attys for Pltff

Service acknowledged Oct. 1st 1851
By
Shaw & Andrews
Attys for defts

Depositions of witnesses taken in certain causes pending in the Court of Common Pleas of Union County in the State of Ohio, wherein John Doe Ex dem Wm H Payne and others ~~are~~ is Plaintiff, and Richard Roe, (Archibald Bates real tenant) is defendant, and in pursuance of the notice hereto attached, and at the time and place therein stated —

James Stitt of lawful age, a resident of the County of Fleming and State of Kentucky, being duly sworn testifies as follows

Quest 1.

~~How long have you known~~ Are you acquainted with Wm H Payne, John G. Payne and Maria L Payne, the Plaintiffs Lessors in said cases, if so state how long have you known them — and who ~~are they~~ was their father and mother — State all you know

Ans — I have known, Wm H Payne and the others named for about twenty years — ever since their early childhood, their Parents were Col. Robert Payne now living in this County, and his wife Susanna Eliza. Payne, ~~the latter~~ who died sometime in the year 1845 — The said William H Payne, John G. Payne, and Maria L — (lately married to Joseph M. Throckmorton) are the only surviving children, and heirs of the said Susanna Eliza Payne dec^d — The said Susanna Eliza ~~Green~~ Payne and Robt ~~Payne~~ lived together as husband and wife from the time I first knew them some twenty years ago, until the death of said Susanna in 1845 —

James Stitt

Jedediah Moore also of lawful age being duly sworn, testifies as follows

Quest — Are you acquainted with Wm H Payne, John G

Payne, and Maria L - (now Hockmorton but formerly Payne) ~~the Plaintiff~~ and Robt Payne, the Plaintiffs lessors in said) cause - and if so, Please state how long you have known them & state all you know

Answer - I have known Robert Payne now living in this County, and his wife Susanna Eliza Payne, now deceased for some twenty-five or thirty years - When I first knew them, they were living as husband and wife at that time and continued so to do until the death of Mrs Payne which took Place sometime in the year 1845 - Said William H Payne, John G Payne, and the said Maria L Hockmorton - are the only children of the said Robt and Susanna E. Payne, living at the death of Mrs Payne and are now living in this County, - Susanna E Payne was a Green before her marriage to said Robt. and was the sister of Robert Green junior - They came to Kentucky from Virginia - Susanna E Payne left at her decease, no heirs except - those above mentioned

Lodwick Moore

David McCarty also of lawful age being duly sworn deposes as follows -

Quest - Please answer the questions proposed to the foregoing witness

Answer - I have known Robt Payne, and Susanna E Payne some fifteen years - They were husband and wife - Mrs Payne died sometime in the year 1845 - The only children and heirs left by her at her death, are the said Wm H Payne, John G Payne & Maria L. (now Hockmorton) all of whom are living, as also the husband Robt Payne

D McCarty

I James H. Barton one of the Justices of the Peace within and for the County of Fleming and State of Kentucky, do hereby certify that James Stitt, Zedekiah Moore and David McCarty hereinbefore mentioned were by me first duly sworn to testify the truth, the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me, and were taken at the time and place specified in the notice hereto attached — As witness my hand and seal — this 20th day of November AD 1851

James H Barton J.P. f.c.

Continued till the 23d instant

State of Kentucky
Fleming County } Ss

I William T. Dudley, Clerk of the Court within and for the County of Fleming and State of Kentucky, do hereby certify that James H. Barton, above named is one of the acting Justices of the Peace within and for said County and State duly commissioned and qualified — and that full faith and credit should be given to his official acts, and that the above signature purporting to be his is genuine

In testimony whereof I have hereunto set my hand and affixed the seal of said Court this 20th day of November AD 1851

W. T. Dudley c f c c

Also the Deposition of Daniel Morgan taken at Flemingsburg Fleming County Kentucky November the 23rd 1851

Witness being of lawful age and first duly sworne states that he is well acquainted with William H Payne John G Payne and Maria Louisa Throgmorton formerly Maria Payne the Plaintiffs Lessors in this cause states he has known them ever since their infancy and their Parents Robert Payne now living in this County and his wife Susana Eliza Payne who died in the year 1845 William H Payne John G Payne and Maria Payne are the only surviving Children and heir to the said Susanah Eliza Payne deceased the said Susanah Eliza Payne and Robert Payne lived together as husband and wife for many years at least for thirty five years and it may have been more Susanah E Payne was a Green before her Marriage and sister of Robert Green deceased and they were the only heirs of Robert Green deceased who was a Lieutenant in the Revolutionary War states that he knew the said Robert Payne and Susanah E Payne before their

their marriage and continued to know them up to the time of the death of the said Susanah E Payne states that Robert Payne John G Payne and Maria Payne and William H Payne are live in the County of Fleming State of Kentucky

David Morgan

I Marcus L Porter Examiner for the County of Fleming State of Kentucky do certify that Daniel Morgan being by me first duly sworne by me and testify as in the foregoing deposition by him subscribed the testimony of the witness being reduced by me to writing in the presence of witness The attorney for the complainants was present at the examination

to testify the truth, the whole truth & nothing but the truth.

Given under my hand this the 23rd. November 1851

Marcus L Porter

Examiner for Fleming County Ky

Also the deposition of Mr P Marshall taken on 28. December 1851 at the office of the Examiner, said Marshall states he knew Susannah Grum now deceased who intermarried with Robert Payne in Virginia and died in Fleming County leaving I think only three children one girl and two boys. the daughter married one Throckmorton who is dead. she had one Brother Robert Grum and he Mr. Robt. Grum & family were the only heirs of old Mr. Grum who was an officer in the Revolution & died beyond my recollection. Robert Payne the Husband of Susannah Payne late Grum is alive. her Mother Mrs. Grum the widow of the Revolutionary Officer I think named Robert Grum is dead

Mr P Marshall

I Marcus L Porter Examiner for Fleming

County do certify that Martin P Marshall being by me first duly sworn that the evidence he should give in the actions mentioned in the caption should be the truth the whole truth and nothing but the truth did testify as in the foregoing deposition by him subscribed the testimony of the witness being reduced by me to writing in the presence of witness Neither party was present at the examination.

Given under my hand this the 28th of January 1851

Examiners fee $2.00

Marcus L Porter
Examiner for Fleming County

State of Kentucky, Fleming Circuit & County sc
I Richard T. Stockton, Clerk of the Fleming Circuit Court - hereby certify that Marcus L. Porter, Esq - whose name appears to the foregoing Certificate is and was at the date thereof Examiner for said County of Fleming, duly appointed by said court, and qualified, and authorized to take and certify Depositions.

In witness whereof I have set my hand and affix the seal of said court at Flemingsburg this 30th day of January 1852.

R. T. Stockton clk c c

Filed March 24 1852
James Lowrie Clerk

Mr Rogers Man
by
Corrected letter
Schooling sealed up &
withdrawn by one
Mr Foster
witness

State of Union County
Ss
Maryville

Then at the Sept
term 1852
Arthur Lum Esq
Jurors for
Ohio

Civil/Domestic Case File

Case No. 1850-CV-0050

No. 50-CU-50

Union Common Pleas Court.

Wm H Payne et al
Plaintiff,

AGAINST

Ebenezer Arnold et al
Defendant.

NOV TERM. 1852

JUDGMENT

JUD'G VS PLAINT'F

VS.

DEFENDANT

Journal 5 Page 135

Record No. No Record. Page

Ex. Doc. A Page 135

Lane No 5

John Doe & Lem
Wm H Payne et als
vs

Ebenezer Arnold
James Hullinger et als

Not filed made

Union Com Pleas

John Doe. Ex Dem

Wm H. Payne Etal

vs

Richard Roe

(James C. Miller).

Ejectment

Declaration

Filed Oct. 29. 1850

James Kirkpatrick Clerk

Anthony H. Wade

On the 28th day of August A.D. 1850 I did personally serve James C. Miller, 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, and at the same time acquainted the said James C. Miller with the true intent and meaning of said declaration and notice, and of the service thereof.

Fees = mileage 50
service 35
copy 70 = $1.55

Philip Snider Sheriff
Marion County, Ohio.

The Court of Common Pleas August Term
A.D. One thousand Eight Hundred and Fifty
The State of Ohio Union County ss:

John Doe Complainant
~~of Richard Roe. For that. William H Payne. John~~
~~H Payne & Maria L Payne. on the first day of~~
January A.D. One thousand Eight Hundred & forty Eight
at Union County aforesaid. had demised to the said
John Doe one undivided half of the following lands and tenements to wit
A Certain Tract of land Containing one Hundred & ninety
five acres. Situate between the Little Miami & Scioto Rivers
North West. of the River Ohio as by survey bearing date
the twenty fourth day of December in the year. One thousand
Eight Hundred and thirteen and bounded and described
as follows to Wit. Survey of One Hundred and ninety
five acres ans of land on part of a Military Warrant No
323 in favour of Robt Green (the whole thereof being for
two thousand six Hundred and Sixty Six & two thirds and
On the Waters of Treacles Creek. Beginning at a
White Oak Northerly Corner to Duncan M Arthurs Sur=
vey No 4769 in the line of Richard Apperson's survey
No 6312. running with M Arthurs line South thirty five
degrees East thirty five poles to a Stake in a prairie in said
line. Thence North Eighty degrees East one Hundred and fifty
poles to a hickory. White Oak & Elm. Thence North forty
Eight degrees East One Hundred and fifty poles to four Bur
Oaks: Thence North fifteen degrees East One Hundred and
thirty poles to three Hickories South West Corner to Wm
Wallace Survey No 4946. Thence with his line North Six
degrees East Sixty four poles to two White Oaks and a
Black oak in said line and Corner to Joseph Panoths
Survey No 7789. Thence with his line South forty four
and a half degrees West. three Hundred and thirty one
poles to a Stake South Corner to Said Panoths Survey
Thence with another of his lines North forty five

degrees West ten poles to a stake. Thence South fifty five degrees West Ninety Eight poles passing the Easterly corner of said Appersons Smory, and with his line to the beginning, with the Appurtenances — situate in said County of Union. ~~To have and to hold the same to the said John Doe~~ And also ten messuages ten Cabins, ten Barns, ten stables, ten Orchards, ten outhouses, ten yards, ten gardens, ten acres of arable land, ten hundred acres of Meadow land, ten hundred acres of pasture land ten hundred acres of woodland, ten hundred acres of land covered with water, and five hundred acres of other land with the appurtenances situate in said County of Union. To have and to hold the same to the said John Doe from the first day of January AD One thousand Eight Hundred and forty Eight aforesaid for and during the term of ten years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenement with the appurtenances and was possessed thereof for the term aforesaid And the said John Doe being so thereof possessed the said Richard afterwards to wit on the first day of April AD One thousand Eight Hundred and forty Eight with force and arms, entered into the said tenement with the appurtenances and Ejected the said John Doe therefrom and other wrongs to the said John Doe then & there did to his damage five Hundred Dollars and therefore he sues &c

By Anthony & Goode attys

Mr James C. Miller

Sir — I am informed that you are in possession of, or claim title to the premises in the foregoing 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 Lenon & State of Ohio, and make yourself defendant in my stead, otherwise judgement will then be entered against me by default and you will be turned out of possession

Richard Roe

August 28th 1880

Hundred acres of land covered with water, and five hundred acres of other land with the appurtenances situate in said County of Union. To have and to hold the same to the said John Doe from the first day of January A.D. one thousand Eight Hundred and forty Eight aforesaid for and during the term of ten years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid. And the said John Doe being so thereof possessed, the said Richard Roe afterwards to wit on the first day of April AD 1848 with force and arms entered into the said tenements with the appurtenances and ejected the said John Doe therefrom and other wrongs to the said John Doe then and there did to his damage five Hundred Dollars & therefore he sues &c

By Anthony Goodes

Union Com Pleas

John Doe Ex dem
Wm H Payne et al
v
Richard Roe

Amended
Count of
Declaration

And also for that whereas (leave of the Court being obtained for that purpose) Robert Payne on the first day of January A.D. One thousand Eight Hundred and forty Eight at the County of Union aforesaid, had demised to the said John Doe One undivided half of the following lands, and tenements, to wit A certain tract of Land containing one Hundred and ninety five acres situate between the Little Miami and Scioto Rivers North West of the River Ohio, as by Survey bearing date the 24th day of December AD one thousand Eight Hundred and thirteen, and bounded and described as follows to wit. Survey of one Hundred and ninety five acres of Land on part of a Military Warrant No 323 in favour of Robt Green, the whole thereof being for two thousand six Hundred and sixty six and two thirds acres, on the waters of Reades creek. Beginning at a White Oak Northerly corner to Duncan McArthurs Survey No 4769 within line of Richard Apperson's Survey No 6312, running with McArthur's line South 38° East thirty five poles to a Stake in a praine in said line, thence North 80° East One Hundred and fifty poles to a Hickory, White Oak, and Elm, Thence North 48° East One Hundred and fifty poles to four Barroaks, Thence North 15° East One Hundred and thirty poles to three Hickories South West corner to Wm Heaths survey No 4946, Thence with his line North six degrees East thirty four poles to two White oaks and a Black oak in said line and corner to Joseph Parrotts survey No 7789 thence with his line South 44½° West 331 poles to a Stake South corner to said Parrotts survey, thence with another of his lines North 45° West ten poles to a Stake, Thence South 55° West 98 poles passing the Easterly corner of said Apperson's survey and with his line to the beginning, with the appurtenances, Situate in said County of Union, and also ten messuages, ten Cabins, ten Barns ten Stables, ten orchards, ten outhouses, ten yards, ten gardens, two Hundred acres of arable Land, two Hundred acres of Meadow Land two Hundred acres of pasture Land, two Hundred acres of woodland, two

Paynes bill
v
Fullerton

Eyre
plea

Filed Nov. 20. 1850
James Kirkpatrick Clerk

Pauper libel &c
v
Richard Roe

Circ Court Union Complex
Nov Term 1850

James Fullington, Charles Fullington and Jane Caldwell (heirs of Moses Fullington dec'd) make themselves defendants herein and confess lease entry ouster and possession of the following described premises parcel of the lands in the declaration described ~~as follows~~ ~~to wit~~

Beginning at an elm corner to lot conveyed by Dem to George Fullington Oct 30 1829 thence N 48, 30 W 55½ poles; thence N. 48 E 57 poles to four white oaks; thence N 15 E 130 poles; thence with Beatties line N 7 E 64 poles to a stone; thence S 44 35 W. 99 poles; thence S 26½ E 154 poles to middle of creek; thence down the creek with meanders to the beginning.

And for plea severally say that they are not guilty of the trespass and ejectment as alleged and of this they severally put themselves upon the country &c and Plaff do the like

Sevier & Anderson
for defts

We acknowledge service of within notice
June 26 1851.

Columbus Jan 26 1851

Swan & Hudson
for Deft

John Doe ex dem Wm H. Payne
John G. Payne & Maria L. Payne
vs
Richard Roe. James Miller Tenant

Union County Common Pleas
In Ejectment

Same Plaintiffs
vs
Richard Roe. Archibald Bates tenant

Union County Common Pleas
In Ejectment

The Defendants in the above named cases will take notice that that Depositions will be taken by the Plaintiffs, to be read in evidence on the hearing of said cases, at the House of David McCarley, Oakwoods, Fleming County, Kentucky, before competent authority, on Monday the 7th day of July A.D. 1851, between the Hours of 8 o'clock A. M. and 6 o'clock P.M. and to be continued if necessary from day to day till all are taken

Service acknowledged
By this

Anthony H Goode attys for Pltffs

Civil/Domestic Case File

Case No. 1850-CV-0051

Civil/Domestic Case

1850-CV-0051

located with

District Court Case

1852-DC-0015

Civil/Domestic Case File

Case No. 1850-CV-0052

Civil/Domestic Case

1850-CV-0052

located with

District Court Case

1852-DC-0003

Civil/Domestic Case File

Case No. 1850-CV-0053

No. 50-CV-53

Union Common Pleas Court.

Kendal Thomas
Plaintiff,

AGAINST

John T Dunlap,
Defendant.

NOV TERM. 1850

JUDGMENT VS DEFENDANT
$82 50

Journal 4 Page 352
Record No. 6 Page 14
Ex. Doc. 1 Page 588

Kendall Thomas

vs

John F. Dunlap

Judgment by Confession

Judgment $82.50

Filed Nov 18. 1850
James Kirkpatrick Clk

Cost Bill Dead
Record

Recorded

Entry

State of Ohio } November Term 1850
Huron County }

Court of Common Pleas
of Huron County Ohio

Kendall Thomas complains of John F. Dunlap in a plea of Assumpsit, For that whereas the said John F. Dunlap on the 18th day of October AD 1848 was indebted to the said Kendall Thomas in the sum of Five Hundred and one dollars for money then and there lent by the plaintiff to the defendant at his request — And whereas the deft afterwards on the 1st day of July AD 1850 in consideration of the premises, then and there promised to pay said sum of money to the said Plaintiff on request; Yet he hath disregarded his promise, and hath not paid said sum of money or any part thereof to the damage of the plaintiff Six Hundred dollars, and therefore he sues —

By Kendall Thomas
in person

=

John F. Dunlap } Court of Common Pleas
ads } Huron County
Kendall Thomas } Plea — Nov Term 1850

This day came the said John F. Dunlap by Joseph R. Swan his attorney who and by virtue of a Warrant of attorney executed to the said Joseph R. Swan and now produced in Court, waives the issuing and service of process and confesses that the said John F. Dunlap did assume and promise in manner and

Form as the said Kendall Thomas hath in his said Declaration alleged against him, and confesses that the said Kendall Thomas hath sustained damages by reason thereof to the sum of Eighty two dollars and fifty cents balance.

J R Swan
Atty for deft

And the said John F. Dunlap further releases all error and waives the right of appeal in his behalf

J R Swan
Atty for deft

F. Dunlap
Notes $ 1742

Recd May 5th 1843
three dollars 53/100 on
the within

Recd Aug 25th 1843
Five Hundred dollars
on the within by Thomas
Sterling and gave Dunlap
a Bennetts Note for the
Amount

S. K. Bennett

Feb 6th 1848 By cash on the within ninety dollars
K. Thomas
June 12. 1848 By cash $50 ~~

Johnson & Lucas Thomas
J. L. Johnson

$871.00

On demand I promise to pay
J. B. Burnett or bearer Eight hundred
and Seventy one dollars Value received
with Interest
Delaware August 23rd 1841

John H. Dunlap

42

March 17. 1849 - By Cash on the within Two Hundred Dollars
K Thomas

By Cash on the within Two Hundred Dollars

Augst 23/49 By Cash on the within Thirty Dollars
K. Thomas

John F. Dunlap
Note W/ Prem to Cuffey
" "

I do hereby authorize and empower Joseph R. Swan or any other attorney at Law in the State of Ohio to appear in any Court of Record in said State at any time after the 1st day of April AD 1849 and at any regular term of such Court, and waive the issuing and service of process and confess a judgement against me and in favor of Kendall Thomas for the sum of Five Hundred and one Dollars with interest that may accrue from the aforesaid date and costs and thereupon to release all Error, and waive all rights and benefit of appeal in my behalf —

In testimony whereof I have hereunto set my hand and seal this 18th day of October AD 1848

John F Dunlap (Seal)

Dear Sir

I have signed this note with the understanding that the endorsements have all been made on the note you now hold against me if not I presume you are willing so to do I wish you to serve the note up

Yours respectfully
J F Dunlap

K Thomas Esq

582

Rendall Thomas
vs
John H. Dunlap

Damages $82.50
Costs 2.56
This writ .41
2.97

Money made
pd. Plaintiff day
Return with the
writ 300
Return my fees
Del May 1851
Ed Kenny Sheriff

Recorded

Nov 20 1850

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 18th day of November A. D. 1850 Rendall Thomas recovered against John F. Dunlap

as well ~~as the sum of~~ _____ ~~dollars and~~ _____ ~~cents for~~ _____ ~~debt~~, as the sum of Eighty Two _____ dollars and fifty _____ cents, for his damages; as also the sum of $ 2.56 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 John F. Dunlap _____

you cause to be made the ~~sum~~ damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 until paid; also the sum of $ 0.46 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 Rendall Thomas

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 November A. D., 1850

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0054

No. 50-CV-54

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Wm H Carey et al
Defendant.

NOV TERM. 1850

JUDGMENT VS DEFENDANT
$1813 19

Journal 4 Page 356
Record No. 6 Page 16
Ex. Doc. 1 Page 603

The State of Ohio

vs

Wm H. Raney & als

Declaration

Confession —

Debt $1500.00
Dam 313.19

Confessed by Mr Baldwin —

Filed November 18. 1850
James Kinkade jr Clk

Cost Bill made

Record

Recorded

B. F. Martin
for Pltff

State of Ohio, Union County Court of Common Pleas, of the Term of November One Thousand Eight Hundred and fifty

Union County, ss.

The State of Ohio Plaintiff by B. F. Martin her Attorney, complains of William H. Rary C. W. Rary & F. Rary

Defendants of a plea, that they render to the said Plaintiff the sum of Fifteen hundred Dollars and ——— Cents, of lawful money ~~dollars~~ of the United States, which they owe, and unjustly detain from said Plff For that, whereas, the said Defendants

Heretofore, to wit: on the Fourth day of August One Thousand Eight Hundred and forty eight at Franklin County town ——— in the county of Union and State of Ohio 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 — promised to pay to said Plaintiff on demand the sum of Fifteen hundred dollars together with seven percent interest thereon payable semi annually in advance

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

paid the said sum of Fifteen hundred Dollars and ——— 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 November in the year of our Lord One Thousand Eight Hundred and fifty 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 ——— nor hath either of them although often afterwards requested, have not 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 Two thousand Dollars, and therefore sd Plff bring suit, &c.

B. F. Martin *Attorney for Plaintiff*

The State of Ohio

v

Wm H Rarey Jas.

In Debt

Copy of Bond
& warrant of
attorney

Filed November 18, 1850
James Kirkwade jr Clerk

Recorded

(Copy)

Know all men by these presents that we William H. Raney, Frederick Raney & Charles W Raney of Franklin County, are bound and indebted to the State of Ohio in the sum of fifteen hundred dollars well and truly to pay which to the State of Ohio on demand, together with seven per cent interest semi-annually in advance, and upon notice from the Auditor of Franklin County Ohio, to pay such part of the principal as may from time to time be required, we hereby bind ourselves, our heirs executors and administrators firmly by these presents. This instrument being executed in lieu of one of like tenor, dated May 1st 1843 signed by Wm H. Raney Wm Raney & Frederick Raney and now given up; and both being to secure the payment of a loan of the Surplus Revenue to said Wm H Raney — Witness our hands and seals this 4th of Aug. 1848

Wm H Raney (Seal)
C. W. Raney (Seal)
F. Raney (Seal)

To Samuel Brush or to any Attorney of Record in the State of Ohio or elsewhere — We hereby authorize and empower you in our names to appear before any Court of the State of Ohio or elsewhere of competent jurisdiction whether such court be of record or not, and in our stead to enter an amicable action in debt at the Suit of the State of Ohio, and therein to receive a declaration upon a certain bond or writing obligatory bearing date on the 4th day of August 1848 by us sealed and delivered to the State of Ohio for the sum of fifteen hundred dollars, and to suffer judgment to be rendered against us by

default cognovit nil dicit non sum informatus or otherwise for the sum of fifteen hundred dollars debt and for such damages as from said bond may appear due, at the time of rendition of said judgment, and to release all errors of said judgment, and waive all benefit of appeal. Said Bond being given for a part of the Surplus Revenue of the United States, belonging to the State of Ohio loaned by the Fund Commissioners of Franklin County to Wm H. Rasey.

Witness our hands and seals this 4th day of August 1848

Wm H Rasey (Seal)
C. W. Rasey (Seal)
F. Rasey (Seal)

The State of Ohio

vs

Wm H. Bracey
& als —

In Debt

Plea

W. Baldwin for
Defts

Filed November 18. 1850
James Winkeye jr Clerk

Recorded

William H. Rasey
G. W. Rasey &
F. Rasey
ads.
The State of Ohio

Union County Court
of Common Pleas
November Term A.D. 1850

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 Fifteen hundred Dollars, ~~and~~ ~~cents~~, and that the Plaintiff has sustained damage by reason of the detention thereof at Three hundred thirteen — dollars and nineteen cents, and by virtue of a Power of Attorney for that purpose, executed by Defendants judgment is confessed for the said sum of Fifteen hundred Dollars ~~and~~ ~~cents~~, debt, and the said sum of Three hundred thirteen Dollars and nineteen cents damages, and all error is released, and all right and benefit of appeal waived.

J. W. Bacaurin
Attorney for Defendants

3

584

The State of Ohio
vs
William H Rarey
C. W. Rarey &
J. Rarey –

Debt $1500.00
Damages 313.19
Costs – 2.71
this writ .41

Filed Apl 15. 1857
Jas Kinkade pr clerk

~~Wm H. Rarey Saith, Given under my hand this 3d March 1857 $700~~

~~John Greenlaf Sheriff~~

~~Fees $15.00~~

Recorded

B F Martin atty for Plffs

The Defendant paid Joseph Libby Treasurer of Franklin County March 3d $700 and nothing further done by order of said Treasurer

John Greenlaf Shff

fees $15.50

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 18th day of November A. D. 1850 The State of Ohio recovered against William H. Rarey, C. W. Rarey and F. Rarey as well as the sum of Fifteen Hundred dollars and — cents for her debt, as the sum of Three Hundred & thirteen dollars and Nineteen — cents, for her damages; as also the sum of $ 2,71 for her — 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 H. Rarey, C. W. Rarey and F. Rarey you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 until paid; also the sum of $ 0,41 — 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 State of Ohio

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 19th day of November A. D., 1850

James Kinkade Jr Clerk.

554

The State of Ohio
vs
William H. Carey
& W. H. Carey
Carey & W. H. Carey

Debt $1500.00
Damages 313.19
Costs 2.71
Increase Costs.
Clerk 1.23
Sheriff Greenleaf - 18.20

Filed June 22 1852
Jerus Linn Clerk

Recd March 3 1852 of Wm
Carey 60
March 20 1852 $25.00

Recd March 20 1852 $25.00
J. F. Martin Atty for Pltff
Dec 5

Levied this Writ on the following Real estate to Wit - Lots Nos Two (2) Three (3) & Four (4) in the Town of Groveport - Franklin County - as the property of Wm. H. Carey - & nothing further done
Dec 12 1851

Mch. 20 1852 - ~~Recd~~ ~~of~~ ~~Clerk~~ Made twenty dollars -

Fees $1.25

John Greenleaf Shff

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the Eighteenth day of November A. D. 1850 recovered against The State of Ohio — William H. Raey, C. W. Raey and F. Raey as well as the sum of Fifteen Hundred dollars ~~and~~ ~~cents~~ for her debt, as the sum of Three hundred & thirteen dollars and Nineteen cents, for her damages; as also the sum of $ 2,71 for her cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, as you have often heretofore been commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William H. Raey, C. W. Raey and F. Raey you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 until paid; also the sum of $ 19,43 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

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 8th day of November A. D., 1851

James Kinkade Jr Clerk.

584

The State of Ohio
vs
William H. Rarey
C. W. Rarey & S. Rarey

Debt	$1500.00
Damages	313.19
Costs	2.71
Increased costs	16.32

Filed Oct. 21st 1851
Ja Kilpatrick p. clerk
Cr Mch 3. 1851 $7.00
pd Martin $38.27

Fr June 7. 1855

Ct June 16th 1857 $30.00
" " 27. " 30.00

Recorded
B. H. Martin atty for Plff
Pastrick & Rs

Made Orders Dollars & Mayor & Petitioners
Entered by B. H. Martin atty for Plff
June 28 1857

Jos Greenlief atty

Dec 8 2.70

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 18th day of November A. D. 18 50, The State of Ohio recovered against William H. Rarey, C. W. Rarey and F. Rarey as well as the sum of Fifteen Hundred dollars ~~and~~ ~~cents~~ for her debt, as the sum of Three hundred & thirteen dollars and Nineteen cents, for her damages; as also the sum of $2,71 for her 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 H. Rarey, C. W. Rarey & F. Rarey you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of November A. D. 1850 until paid; also the sum of $ 16.32 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said State of Ohio

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 First day of May A. D., 1851

James Kinkade Jr Clerk.

The within described real estate having been appraised I caused the same to be duly advertised in the Ohio Statesman, a news paper printed & in General circulation in Franklin County for more than thirty days previous to the day of sale, the same to be sold at the door of the court house of said county on the 3. day of January 1854 at which time & place I attended. And there lot No 3, was claimed by W. J. Decker and upon examination of the same it appeared to have been wrongfully levied upon, and the same was released and lots No. 2 & 4 offered for sale. lot No. 2 offered & not sold for want of bidders. Lot No. 4 also not ~~struck off to John Greenleaf for the sum of Seventy dollars it being now there two years of the date of appraisement and the highest & best Bidder therefor~~ Sold for want of bidder

January 3d 1854 Thos Miller Shff
of Franklin County

Fees $7.45

Ex Dg. 3-54

The State of Ohio
to
William H Forney
& Wm Forney
Dr

Debt	$1372.00
Damages	313 19
Costs	9 71
Interest	99 96
This writ	93
Cr Mar. 3 1857	$ 700.00
" June 28 "	60.00
" Mar. 20. 1858	20.00
" Mar. 10 1853	20.00

Fees Jany 25/54
Immediate Sch

J. H. Martin
Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of ~~said~~ Franklin County, Greeting:

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

William H Rarey, C W. Rarey & G. Rarey
To wit Lots No^s Two (2) Three (3) and
Four (4) in the Town of Grove port
Franklin 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, of Union to satisfy

The State of Ohio

the sum of Fifteen hundred ——— dollars ~~and~~ for her ~~cents for~~ Debt, & Three hundred & thirteen Dollars ~~for~~ 19 cts damages together with $ 2,71 for her costs, with interest thereon from the 18th day of November A. D. 1850 until paid, which late in our said Court the said State of Ohio

recovered against the said William H Rarey, C W Rarey and G Rarey

as of record is manifest. Also, $ 29,96 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & 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

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 28th day of November A. D. 1853

James Turner Clerk.

State of Ohio, Franklin County, ss.

SHERIFF'S SALE.

The State of Ohio,
vs.
Wm. H. Harey, et al.

PURSUANT to the command of an execution writ of vendi exponas from the Court of Common Pleas in and for the county of Union, to me directed, I will offer for sale at the door of the Court House, in the city of Columbus, on the

3d day of January, A. D. 1854,

Between the hours of 10 o'clock, a. m., and 4 o'clock, p. m., the following described property, to wit:

No. 2, 3, 4, in the town of Groveport, Franklin county, Ohio. Appraised, No. 2 at $1,500; No. 3 at $50,00; and No. 4 at $60,00.

THOMAS MILLER, Sheriff.

December 1, 1853-dltwtd

Wm P Partello being duly ~~sworn~~ Affirmed, deposeth and saith, that the notice of which a true copy is hereunto annexed, was published in the **OHIO STATESMAN**, a newspaper in general circulation in the county of Franklin, four consecutive weeks, from and after the 1st day of December 1853.

Wm P Partello

Affirmed ~~Sworn~~ to and subscribed before me, this 28. day of Jan 1854.

Geo L Bowers ~~J. P.~~
Notary Public in & for
Franklin County Ohio

Printer's Fee, $ 3,50

This Affidavit, 24

E. D. 584

The State of Ohio
vs
William H Posey
et al

Debt	$1500.00
Damages	313.19
Costs	2.71
increase cost	39.37
This cost	.65

Cr March 3rd 1851 $700.00
" June 28 " 60.00
" March 20, 1852 20.00
" March 1st 1853 200.00

Filed Sept 13 1854
James Lemon clerk

B F Morris Atty
per A L

Rec'd 20 July 1854

Property Not Sold for want of Bidders
August 31st 1854
Fee $1.50

Thos Miller Sh
by Franklin D

"The Real estate mentioned in this writ offered for sale not sold for want of Bidders.
August 31st 1854
Thos Miller
Sheriff

Fees 1.25

The State of Ohio, Union County, ss.

To the Sheriff of ~~said~~ Franklin County, Greeting:

WE command you to expose to sale those Lands and Tenements of William H Raney C W. Raney & H. Raney, To wit Lots No. Two (2) Three (3) and Four (4) in the Town of Grove Port Franklin 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 & Union, to satisfy

The State of Ohio

the sum of Fifteen hundred ~~and~~ for her ~~costs for~~ Debt & Three hundred & thirteen Dollars & 19 cents dollars

damages together with $ 2,71 for her costs, with interest thereon from the 18th

day of November A. D. 1850 until paid, which late in our said Court the said

State of Ohio

recovered against the said William H Raney, C W Raney & H Raney

as of record is manifest. Also, $ 39,37 increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & 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~~ make due return of this writ in sixty days

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 18th day of July A. D. 1854

James Turner Clerk.

E. D. 584

The State of Ohio
vs
William H Raney
C W Raney
S Raney

Debt	$1300,00
Damages	313,19
Costs	2,71
Increment	42,89
This writ	73

Cr Nov 23 1857,	$700.00
June 28 1857	60 00
Nov 20 1852	20,00
June 3 1854 by	70,00
Sale of Lot No 4.	

Received June 24th 1854
Thos Mills Shff

B F Martin
Atty for Plff

This writ stayed by order of Plaintiff
Atty July 6th 1854
Thos Mills
Shff

Filed July
8 1854
James Lunn
Clk

This 5 cts

The State of Ohio, Union County, ss.

To the Sheriff of ~~said~~ Franklin County, Greeting:

WE command you to expose to sale those Lands and Tenements of Wm H Rarey C W Rarey & H. Rarey. To wit Lots No. (2) Two & (3) Three in the Town of Grove port Franklin

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 of Union, to satisfy The State of Ohio the sum of Fifteen hundred ——— dollars ~~and ——— cents~~ for her Debt & as the sum of $313,29 for her damages together with $ 2.71 for her costs, with interest thereon from the 18 day of November A. D. 1850 until paid, which late in our said Court the said State of Ohio recovered against the said William H Rarey, C W Rarey & H Rarey as of record is manifest. Also, $ 42.89 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment 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~~ make due return in sixty days

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 23rd day of June A. D. 1854

James Turner Clerk.

E. D. 584

The State of Ohio

vs

William H Ramey
C. W. Ramey & T Ramey

Debt	$1500.00
Damages	313.19
Costs	2.71
Increase cost	20.68
This writ	73

Cr March 3 1857 $700.
June 28 " 60
March 20 " 1852 20

Filed Nov 21 1852
James Lunn Clerk

B H Martin
Atty for Pltff

Nothing done by order of Pltffs atty
Nov 8 1852
John Greenlay Clk

Dec 8 1.15

The State of Ohio, Union County, SS.

To the Sheriff of ~~said~~ Franklin County, Greeting:

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

William H Rarey
To wit Lots Nos Two (2) Three (3) & Four (4) in the Town of Grove port - Franklin County

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

The State of ohio

the sum of Fifteen Hundred dollars dollars ~~and~~ ~~cents for~~ Debt for her as the sum of $313, 19 for her damages, together with $ 2, 71 for her costs, with interest thereon from the 18th day of November A. D. 1850 until paid, which late in our said Court the said State of ohio recovered against the said William H Rarey & W Rarey & H Rarey as of record is manifest. Also, $ 20, 68 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

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

Witness, JAMES ~~KINKADE Jr.~~ Lowner, Clerk of said Court at the Court House in Marysville, this 26 day of June A. D. 1852

James Lowner Clerk.

State of Ohio Franklin county ss

April 6th 1861, by virtue of this writ, I have caused the within described property to be appraised advertised and offered for sale on this day and the same was not sold for want of bidders

G. W. Huffman Shff
by J. C.

Fees $3.00
Appraiser " 1.50
Shff Huffman " 3.70
$8.20

D 641 P 603

UNION COMMON PLEAS.

The State of Ohio
vs.
W. H. Raney et al

VENDI.

Debt & damages	1813.19
Costs,	2.71
Increase costs,	63.73
This Writ,	70

J. O. Reamy Att'y.
(for credits turnover)

Returned and filed April 9 1861

Jabez Rendall Clerk.

Credits on the within court

paid March 3d 1851 $700.00
" June 28th 1851 $ 60.00
" March 20th 1852 $ 20.00
" March 1st 1853 $200.00

The State of Ohio, Union County ss.

TO THE SHERIFF OF ~~UNION~~ Franklin COUNTY, GREETING:

WE COMMAND you to expose to sale those Lands and Tenements of William H. Rasey, C. W. Rasey & F. Rasey to wit, Lots No. Two (2) Three (3) and four (4) in the Town of Grove Port in said County of Franklin

which according to our commands you have taken into your custody, and which remain unsold as you have certified to the Judge of our Court of Common Pleas, of our said County of Union, to satisfy The State of Ohio

the sum of $1500 & $313 19/100 for her debt, together with $2 71 for her costs, with interest thereon, at 6 per cent. from the 18th day of November A. D., 1850 until paid, which late in our said Court the said State of Ohio recovered against the said Wm. H. Rasey C. W. Rasey & F. Rasey as of record is manifest. Also, $63 73 increase of costs, and 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 make due return of this writ in sixty days.

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

Witness, TABER RANDALL, Clerk of said Court, at the Court House in Marysville, this 7th day of February A. D., 1861

Taber Randall Clerk.

E D 584

The State of Ohio
vs

William H Raney
C W Raney &
H Raney

Debt $1500.00
Damages 313.19
Costs 2 71
Increased 22 56
This writ 73

Cr March 3 1851 $700.00
June 28 " 60.00
March 20. 1852 20.00

Filed March 9 1853
James Lemon Clerk

B F Martin
Atty for Plff

March 1st 1853 Made two Bench Warrants
on this writ — & Stayed by order of Plff Atty

John Greenlee Sheriff

Rec'd $4.92
Fees 2.75
$7.67

The State of Ohio, Union County, SS.

To the Sheriff of ~~UN~~ Franklin County, Greeting:

WE command you to expose to sale those Lands and Tenements of Wm H Rarey C W Rarey & H Rarey. To wit Lots Nos Two (2) Three (3) & Four (4) in the Town of Grove port Franklin County

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 of Union, to satisfy The State of Ohio

the sum of Fifteen hundred dollars ~~and~~ for her ~~cents for~~ Debt as the sum of $313.19 dollars for her damages, together with $ 2.71 for her costs, with interest thereon from the 18th day of November A. D. 1850 until paid, which late in our said Court the said State of Ohio recovered against the said William H Rarey. C. W. Rarey & H Rarey

as of record is manifest. Also, $ 22,56 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment 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

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

Witness, JAMES ~~KINKADE Jr.~~ Iwmer, Clerk of said Court at the Court House in Marysville, this 29th day of December A. D. 1852

James Iwmer Clerk.

Ex. D. 603

The State of Ohio
vs
W. H. Raney et als.

Debt	$1500.00
Damages	313.19
Costs	2.71
Increase costs	52.27
this writ	.70
Order of Reapp't	.96

Recorded

Crs paid March 3 1851 $70.00
paid June 28, 1851 60.00
" March 20, 1852. 20.00
" March 1st " 1853, 200.00

Reappraisement Ordered
November 6th 1859
Filed April 11th 1859
Tabr Randall Clerk

Rec'd February 16th 1859
the within process out to be served
Amount of Bailiffs Costs
Fees $4.20
Printer 5.60
$9.80

A M Parkhill

State of Ohio, Union County, ss: Franklin

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

We command you to expose to sale those Lands and Tenements of William H. Rarey C. W. Rarey & F. Rarey, Equit. Lots No. Two (2) Three (3) and Four (4) in the Town of Grove Port in said Franklin County in the State of 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 of Union, to satisfy The State of Ohio

the sum of Fifteen hundred for her debt and three hundred ~~dollars, and cents for~~ and thirteen 19/100 dollars for her damages, together with Two 71/100 dollars for her costs, with interest thereon from the 18th day of November A. D. 1850 until paid, which late in our said Court the said State of Ohio

recovered against the said William H. Rarey C. W. Rarey & F. Rarey

as of record is manifest. Also, $ 52 27 increase of costs, and 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 make due return of this writ 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 in Marysville, this 12th day of February A. D. 1859.

Taber Randall Clerk.

Filed Nov 6. 1835
D Kirkpatrick p clerk

15.50
2.70
18.20
1.23
9.43

19.02
16.32
2.70

The State of Ohio
Wm. H. Ramey et. al.

In Debt.
Inf. Union Com.
Pleas —

Issue an alias Fi Fa. in this case directed to the Shff. of Franklin County Ohio —

Nov 5 — 1851

R. F. Martin
Atty for Plff —

To The Clerk of the Court of Com. Pleas of Union C. O.

The State of Ohio
vs
Mr A. Ramsey et. al.

Judgt by Confession
at last fall term
Mrion Com. Pleas
for Debt

Issue alias fifa &c
in this case directed to Sheriff of Franklin Co.

April 24 - 1857

To the Clerk of Com. Pleas
Court Marion Co. O.

B. F. Martin Atty for
Pltff

(Please send to me by mail)
Respy B. F. Martin

State
vs
Rainy

2068

Filed June 26 1862
James Lyon Clerk

South Carolina

The State of Ohio
vs
Wm H. Raney et al.

} In the Union Com. Pleas
Debt

Issue Execution vendi in this Case directed to Sheriff of Franklin Co.

June 24 1852

To the Clerk of the Court of Com. Pleas of Union Co. Ohio

B. F. Martin
Atty for
P. C. P.

1850-CU-54

Columbus O
July 15 1854

James Turner Esq.

Dear Sir

Please find enclosed the writ you sent with Sheriffs return amended by him this morning, this puts the matter beyond doubt.

You will now please issue venditioni in this case (with all the property levied upon embraced in the writ) and direct same to Sheriff of Franklin

Very Truly
Yours

B. F. Martin

The State of Ohio
vs
Wm P. Rasey et al.

In Ct. Com Pls
A. D. 1850
Issue Execution (venditioni) in this case and direct & send to Sheriff of Franklin Co.

July 15 1854
To James Turner Esq. Clk Union Com Pleas

B. F. Martin
Pltffs Atty

Civil/Domestic Case File

Case No. 1850-CV-0055

No. 50-CW-55

Union Common Pleas Court.

John S. Freeman
Plaintiff,

AGAINST

Field & Fletcher
Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT

Journal 5 Page 26

Record No. 6 Page 71

Ex. Doc. Page

Law No. 19

John S. Freeman

vs

Field & Fletcher

Cost & Bill mead

Recd

Recorded

John S. Freeman

vs

William Field
John Fletcher partners
&c

Pres in Assumpsit

Filed November. 18. 1850
James Kinkade Jr Clerk

John S. Freeman
vs
William Fields
John Fletcher
Partners in trade under
the name and firm of
"Fields and Fletcher

In Assumpsit
Damages $200.

Issue summons returnable forthwith. Indorse "Suit brought on ~~pro~~ promissory note given by Defts to plaintiff for the sum of Ninety five dollars and thirty six cents ~~due~~ due with interest six months after the date thereof, and dated December 24th 1849. Also for goods sold and delivered, Common counts &c

November 18th 1850 James R Newbill
Attorney for Pltff

To the Clerk of the Union C.P.

Suit brought on promissory note given by Defts to plaintiff for the sum of Ninety five dollars and thirty six cents, due six months after ~~date~~ the date thereof with interest and dated December 24th. 1849
Also for goods sold and delivered. Common Counts &c
November 18. 1850

James R Hubbell
Attorney for Pltiff

Union Com Pleas
Philo T. Freeman
vs
William Fields &
John Fletcher.
Partners &c

Filed Nov. 19. 1850
Jamie Whitaker Clerk

Discontinued

Served this Writ November 18th 1850
By ~~Delivering~~ a Certified Copey of this
Writ to William Fields and John Fletcher
November 19th 1850

W C Malin Sheriff

Fees Mileage 75
Copeys 30
Serving 35

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon William Feilds & John Fletcher partners in trade under the name and firm of Feilds and Fletcher

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto John S. Freeman

in a plea of assumpsit

damages two hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 18th day of November A. D., 1850

James Kinkade jr Clerk.

promised the plaintiff to pay him the demand money herein above mentioned or payment, yet the defendants have disregarded their ~~[illegible]~~ promises and have not nor have either of them paid any of the said money or any part thereof, to the damage of the plaintiff of ~~[illegible]~~ one hundred dollars; and therefore he brings his suit &c

By James R. Hubbell his Atty.

Union Common Pleas of
the November Term AD 1850

~~Thomas~~ John S. Freeman

vs.

Fields & Fletcher

Narr in Assumpsit

Filed December 20. 1850
James Kinkade Jr Clerk
~~Amended~~ Re-filed
April 15th 1851.
J Kinkade Jr. Clerk

Recorded

James R. Hubbell
Atty for Pltff

Court of Common Pleas of Union County
Of the November Term A.D. 1850.

The State of Ohio Union County ss.

John S. Freeman complains of William Fields and John Fletcher partners in trade under the name and firm of "Fields & Fletcher" in a plea of Assumpsit. For that whereas the defendants, by the partnership name of "Fields & Fletcher" on the 24th day of December A.D. 1849 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 said plaintiff or order ninety five dollars and thirty six cents with interest six months after the date thereof, which period hath now elapsed, and the said Defendants then and there ~~yet the defendants have disregarded~~ in consideration of the premises promised to pay the amount ~~their promise and have not paid any of the said money or any~~ of the said note to the said plaintiff according to the ~~part thereof to the damage of the plaintiff two hundred~~ tenor and effect thereof ~~dollars and therefore he brings his suit &c.~~

And also for that whereas ~~also~~ the defendants on the 1st day of November A.D. 1850 at the County of Union aforesaid were indebted to the plaintiff in two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the Defts at their request. And in two hundred dollars for work and materials for the same provided by the plaintiff for the defendants at their request. And in 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 paid by the plaintiff for the use of the defendants at their request. And in two hundred dollars for money then and there received by the defendants for the use of the Pltff. 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 whereas the defendants afterwards on the day and year last aforesaid at the County aforesaid in consideration ~~in consideration~~ of the premises respectively

Served this writ April 16 1851 personally upon the within named witnesses

Leu Village

Serv's 3 75

William E Mahon Sheriff

Freeman
vs
Silas Fletcher

Filed Apl 16, 1851
Mahon Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Elijah Freeman, Heber A. Freeman and John Mulvain —

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 John S Freeman in a certain controversy in said Court depending, wherein John S Freeman is Plaintiff, and Wm Field and John Fletcher are Defendants: 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 16th day of Apl A. D., 1857

James Kinkade Jr Clerk.

Filed Apl 14. 1857
L Kirkwood Jr clk

John S. Freeman
vs.
Wm. Fields &
John Fletcher

Issue Subpoena for Joseph Biddle, Joseph Clark, Harley Gearhart, William Graham, Sarah Fields, and Eliza Fields; Mileage for Defts.

Allison & Curry
Atty's. for Defts.

To the Clerk of
Union Com. Pleas

Filed April 16, 1881
J. Rinehart for M

John S. Freeman
vs
Fields & Fletcher

Assumpsit

Issue subpoena returnable forthwith for Elijah Freeman Weber A. Freeman, John Shulvain, returnable forthwith

J. R. Hubbell
Atty for Pltff

To the Clk of the Union C.P.

Tuttle & Fletcher's
note
for $95.36.

Sixmonth after Date we either on of us
Promis to pay John S Freeman or order
the sum of Ninty five dollars & thirty ~~six~~ cents
with in twos from date For value recieved
Decmber 24 1849 Freelove Fletcher

$102.84

34.57

Stamps –

36.00
34.57
1.43

Freemans Fields & Fletcher

Shff & Malin
1.40
.42
.56
1.98

Depts Costs

20
35
6
40
6
16
50
4
20
10
28
56
42
24
18
28
10
10
10
47½
480

Writs 25
2.25
.25
2.50 writs fees
4.80 clerk
1.98 shff
$8.28
$8.28

4.80 clk
1.98 Shff Rec of Depts
$6.78 Apl 17. 1867

$$$$
$$$$$$

By postage 3.22
Cents 00
Comd

3 1.50
.25
$1.75

made by said Freeman as a part of the said Mill Machinery and a part of the consideration of same, afterwards proved entirely worthless and was thrown away, and a new plummer block been made and placed in lieu thereof by said Defendants.

Also that the said plaintiff was and still is indebted to the Defendants at the commencement of this suit in the sum of $300.00 dollars for goods by them to him before that time sold and delivered at his request,

And in $300.00 Dollars for the price and value of work before that time done and materials for the same provided by the Defendants for the plaintiff at his request,

And in $300.00 Dollars for Money before that time received by the plaintiff for the use of the defendant. and that the defendant will set off. on said trial. so much of the said several sums of money so due. and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff to be proved on the trial. as will be sufficient to satisfy said demand: and will also demand a judgment for the ballance.

By Allison & Berry His attys

Fields & Fletcher
Ads

Saml Freeman

Amended Plea

Filed Apl 16. 1857
Wm Nash Clk

Recorded

William Fields &
John Fletcher
Ads.
John S. Freeman

Union Common Pleas.
Amended plea

And the said William Fields and John Fletcher come and defend &c. and say that they did not assume and promise in manner and form as the said John S. Freeman hath declared against him, and of this they puts their selves upon the country and the said John S. Freeman doth the like, &c.

By Allison & Curry
Their Attorneys.

The plaintiff will also take notice that the defendant, on the trial of this cause will give in evidence and insist that the consideration for said note declared on by said plff. in this case was that said Freeman should in a good and workmanlike manner do the mill-wright work in the construction of a certain grist and saw mill which said defendants were engaged in building, and that there was and is a failure, in part, of the said consideration in this, to wit: the cogs of two iron wheels which cogs were constructed and made by said Freeman as a part of the running gears of said mills proved to be entirely worthless, and were necessarily by said defendants afterwards thrown away, and new cogs instead thereof made and inserted in said wheels. Also, that the saw sash or frame made as part of the machinery of said saw mill in like manner by said Freeman as a part of said consideration proved afterwards to be entirely worthless, and was thrown away and a new saw sash or frame made by defts instead thereof. Also that the Plummer block

32 out
10
20
8
~~12~~
~~16~~
47
$1.17

Clerk 1.20
" 16
4.50
$5.86

Freeman
to
Pitts & Whitney
Who paid by P. Pitts

Filed Fletcher

vs

John S Freeman

Plea

Recorded

Filed Apl 16. 1857
D Kirkade Jr clerk

Allison & Curry

William Fields & John Fletcher ads. John D. Freeman } Union Common Pleas.

And the said William Fields & John Fletcher come and defend &c. and say that they did not assume and promise in manner and form as the said Plaintiff hath declared against them: and of this they put themselves upon the Country and of this they put themselves upon the Country: and the said Plaintiff doth the like. &c

And the ~~defen~~ Plaintiff will take notice that on the trial of this cause the defendants will give in evidence, and insist that there was a want and a failure of the consideration of said note declared on. That the same was obtained fraudulently, and that the Plaintiffs are indebted to the defendants in the sum of $300. for work and labour and materials furnished for the Plaintiffs by the defendants at the request of Plaintiffs - and the said defendants will demand an offset of the same against said note -

By Allison & Lowry
Their Attys -

Civil/Domestic Case File

Case No. 1850-CV-0056

Civil/Domestic Case

1850-CV-0056

located with

District Court Case

1852-DC-0005

Civil/Domestic Case File

Case No. 1850-CV-0057

No. 50-CV-57

Union Common Pleas Court.

E. W. S. McCullough
Plaintiff,

AGAINST

Samuel Reese
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT

Journal 5 Page 78

Record No. No Record Page

Ex. Doc. 4 Page 112

Law No. 313

Z & S. McCollock

vs

Samuel Breed et al

Cost Bill made, Not recorded

Union Com Pleas

Z & S. McCullock

vs

Samuel Brees Ad

Praecipe

Filed Nov. 19. 1850

J Kirkwood p Clerk

E. Burnett

Jane & Samuel McCollock
Partners as J & S McCollock
v
Samuel Reese A. S. Davis
James R. Smith & Elias Johnson

} A Prompsit
Damages 800 $

Issue a summons directed to the Sheriff of Union County returnable forth with. Endorse on the writ. Suit brought on two several notes of hand given by defendants to plaintiffs for $360,45 each dated July 12th A.D. 1845. One due in twelve months from date, and the other on the first of January A.D. 1850. And also for goods sold and delivered, Goods bargained and sold. Money had and received. Money lent. Work and labor performed and materials for the same ~~furnished~~ provided &c.
To the Clerk of Union Common Pleas
November 19th A.D. 1850

E. Bennett
Atty for Plffs
Jam Jesse

Suit brought on two several notes of hand given by defendants to plaintiffs for $360.45 cash, dated July 12th A.D. 1848 one due in twelve months from date and the other on the first of January A.D. 1850. And also for goods sold and delivered. Goods bargained and sold. Moneys had and received. Moneys lent Work and leighbour performed and materials for the same provided &c. E Bennett

Atty for Pltfs.

Union Term Pleas

James & Samuel McCullock Partners as J & S McCullock

vs

Samuel Bruce, A. L. Davis & Elias Johnson

James R Smith & Elias Johnson

Filed Nov 21. 1850

Lathrop Wade for Clk

Served November 20th 1850 the within writ by leaving a certified copy at the residence of Samuel Bruce A. L. Davis & Elias Johnson & personally upon James R Smith

Fees Mileage 75

Service 95 W C Malin Sheriff

Copies 80 By John Barbour Deputy Sheriff

Paid on Satisfaction of the within writ on Saturday 19th of Feb. 1851

Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Reese, A. S. Davis, James R. Smith & Elias Johnson

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto James Samuel McCollock partners as J & S. McCollock

in a plea of Assumpsit

damages Eight hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 19th day of November A. D., 1850

James Kinkade jr Clerk.

Samuel Rees & Co.
Davis James & Smith
& Elias Johnson

vs

Jane McCullough
and J. & S. McCullough
partners as J. & S. McCullough

Demurrer

Filed January 27. 1851
James Kirkpatrick Jr Clerk

J. C. Dunlap Atty
for Defendants

Samuel Brees
A G Davis
James R Smith and
Elias Johnson
ads
Jane McCullough
and G W McCullough
partners as G W McCullough

In Union Common pleas
November Term A D 1857.

And the said Samuel Brees A G Davis James R Smith and Elias Johnson Defendants in this suit by J C Doughty their attorney Come and defend the wrong and injury when &c And says that the said first Count of said declaration and the matters therein contained in manner and form as the same are above stated and set forth are not sufficient in law for the said Plaintiffs to have or maintain their aforesaid action thereof against the Defendants And that they the said Defendants are not bound by law to answer the same And this they ~~said Defendants~~ are ready to verify wherefore for want of a sufficient count of said Declaration in this behalf the said Defendants pray judgement and that the said Plaintiffs may be barred from having or maintaining their aforesaid action thereof against them &c And the said Defendants according to the form of the statutes in such case made and provided states and shows to the Court here the following causes of demurrer to the said first Count of said Declaration that is to say That it is not alleged or shown in the said first Count of the said Declaration on what day or at what time the said Defendants were indebted to the Plaintiffs ~~as promised them~~, as therein alleged or when the said supposed cause of action arose or accrued And also for that the said Declaration is in other respects uncertain informal and insufficient

J C Doughty atty
for Defendants

to his honor on the said trial as ought to be
sufficient to satisfy such demand. and
that also then and there demand a judgment
against the Plaintiffs for the balance of
said deceased's money due the
Defendants. According to the statute in
such case made and provided.

Samuel Brewer & Co
Louis James & Smith
and Elias Johnson
adm.
against Samuel
McClellan partner

plea

Filed July 3. 1851
Jas Kirkwade for clerk

J C Doughty
atty for Defendants

Samuel Breese A. S. Davis James R. Smith, and Elias Johnson

vs.

Yane. and Samuel McCollock Patrons. as Y & S McCollock

In Lawson, Common pleas.

And the said Samuel Breese, A. S. Davis James R. Smith and Elias Johnson. come and defend. &, and say that they did not promise the said Yane. and Samuel. McCollock. in manner and form as the Plaintiffs. have above. thereof. complained. against them and of this they put themselves upon the country, And the plaintiffs doth the like.

by J. C. Doughty their attorney

The Plaintiffs will also take notice. that the Defendants. on the trial of this cause. will give in evidence, that. the Plaintiffs at the commencement. of this suit was. and still are. indebted. to the Defendants. in the sum of. three hundred. and fifty Dollars. for the price and. value of goods. before that time bargained. and sold. by the Defendants. to the Plaintiffs at their Request. And also. in the sum of three hundred. and fifty Dollars.. for money. before that. time received. by the Plaintiffs for the use of the Defendants. And. also. that the Defendants. will set off. on said trial. so much. of the said several sums. of money. so. due and owing from the Plaintiffs to the Defendants. against any demand. of the Plaintiffs. ~~of the Plaintiffs~~

Union Common Pleas

Z & S McCollach
vs
Samuel Brewster

Declaration

Amended Declaration
Filed Apl 14. 1857
Ja Kirkade pr clerk

Filed December 20. 1850
James Kirkade pr clerk

E. Bennett

Court of Common Pleas November Term A.D. 1850.

The State of Ohio
Union County ss}

Zayne McCulloch and Samuel McCulloch partners as Z. & S. McCulloch complains of Samuel Bress A. S. Davis, James R. Smith Elias Lawson in a plea of trespass for that whereas the said defendants on the third day of January A.D. 1850 at the County of Logan Ohio to wit at the County of Union aforesaid became jointly and severally indebted to the said plaintiffs in 800$ for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request;

And in 800$ for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request;

And in 800$ for the price and value of work then and there done and materials for the same provided by the plaintiffs, for the defendants at their request;

And in 800$ for money then and there lent by the plaintiffs to the defendants at their request;

And in 800$ for money then and there paid by the plaintiffs for the use of the defendants at their request

And in 800$ for money then and there received by the defendants for the use of the plaintiffs

And in 800$ 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 fifth day of January A.D. 1850 in consideration of the premises, then and there jointly and severally promised to pay the said several sums of money, to the plaintiffs on requests yet they each and all have disregarded their said promises, and have not paid the several sums of money, nor either of them or any part thereof; to the damage of the said plaintiffs $600 and therefore upon they bring their suit. &c

By E. Burnett
Their Attorney.

Civil/Domestic Case File
Case No. 1850-CV-0058

No. 50-CV-58

Union Common Pleas Court.

Wilson Reed
Plaintiff,

AGAINST

Robert Snodgrass
Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT

$278 86

Journal 6 Page 17

Record No. 6 Page 6-4

Ex. Doc. A Page 3

Law No. 22.

Wilson Reed

vs

Robert Snodgrass

Cost Bill made

Record

Recorded

Union Com Pleas

Wilson Reed

vs

Robert Snodgrass

Praecipe for Summons

Filed November 19. 1850

James Kirkpatrick Jr Clerk

Allison & Conry

Wilson Reed
vs
Robert Snodgrass } In Assumpsit. Damages $500.00

Issue a summons returnable forthwith, endorse on the writ "Suit brought on note of hand given by defendant to plaintiff for three hundred and fifty dollars. Dated, March 16th 1849, payable on the 1st day of May A.D. 1850 with interest from and after the 1st day of May A.D. 1849. &c. Also for goods sold and delivered, money had & received &c. Damages claimed as due $500.

To the Clerk of Union
Com Pleas.
Nov 19th 1850.

Allison & Lum
Attys for Pltff

Union Com Pleas

Wilson Reed
vs
Robert Snodgrass

Filed Nov. 19. 1850
J. A. Kirkpatrick Clerk

"Suit brought on Note of hand given by defendant to plaintiff for three hundred and fifty dollars. dated March 16th 1849 payable on the 1st day of May A.D. 1850. with interest from and after the 1st day of May A.D. 1849 &c. Also for Goods sold and delivered. money had and received &c, damages claimed as due $500.

Allison & Henry attys for Pltf."

Received this Writ November 19th 1850
Served this Writ by leaving a certified Copy of the within in Summons Robert Snodgrass November 19th 1850
Geo Milligan
Serv 35
Copy 20
W. C. Mulin Sheriff

15
5
75

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Robert Snodgrass

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto

Wilson Reed

in a plea of Assumpsit damages Five Hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 19th day of November A.D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

Wilson Reed

vs

Robert Snodgrass

Assumpsit - Narr

Filed December 19. 1850
James Kirkade Jr Clerk

Recorded

Allison & Curry

The State of Ohio } Ss. Court of Common Pleas.
Union County }

November Term A.D. 1850.

Wilson Reed Complains of Robert Snodgrass in a plea of Assumpsit, for that whereas the said defendant on the 16th day of March A.D. 1849 at the County of Union aforesaid made his promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay the plaintiff or bearer, Three hundred and fifty dollars, on the 1st day of May A.D. 1850 (with interest thereon from and after the first day of May A.D. 1849) 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 plaintiff according to the tenor and effect thereof.

And also for that whereas the defendant, on the 1st day of November A.D. 1850 at the County of Union aforesaid was indebted to the plaintiff in the sum of Five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request.

And in five hundred dollars for money then and there had and received by the defendant for the use of the plaintiff. And whereas the defendant afterwards, to wit, on the day and year last aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said last mentioned several moneys to the plaintiff on request: yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof: to the damage of the plaintiff five hundred dollars, and therefore he brings suit. &c.

By Allison & Curry, His Attys.

Wilson Reed vs Robt Snodgrass

20	.80	Cost Bill	
35	16	Clerk	3.03½
6		Shff Malin	.96
50			
1 25			
20			
47½			
$3.03½		all Pltffs Costs	

Docket A. 3

Wilson Reed
vs
Robert Snodgrass

Damages $278.86
Costs 3.99½
Increased .41

Judgment 1851

Filed May 20th 1850
J. Kinkade p. Clerk

Allison & Henry atty for Plaintiff

Received this writ May 19th 1851
Returned By order of the Plaintiff

Fees Milage 25
Levis 35
$5.60

William Mullin 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 Fourteenth day of April A. D. 18 57 Wilson Reed recovered against Robert Snodgrass

~~as well as the sum of dollars and cents for debt, as~~ the sum of Two hundred and Seventy eight dollars and Eighty Six cents, for his damages; as also the sum of $ 3.99½ 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 Robert Snodgrass

you cause to be made the ~~debt,~~ damages, and costs aforesaid, with interest thereon from the 16th day of April A. D. 1851 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 Wilson Reed

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 19th day of May A. D., 1851

James Kinkade Jr Clerk

Reed
vs.
Anotografs

Praecipe for
Execution

Filed May 19. 1857
Ja Kirkwood jr clerk

Wilson Reed
vs.
Robt. Snodgrass

Union Com. Pleas.
Judgt April Term 1851.
$278,86

Issue Execution in this Case

Allison & Cum
Atty's for Plff.

To Clerk of Union
Common Pleas.

Dated May 19th 1851.

Civil/Domestic Case File

Case No. 1850-CV-0059

No. 50-CV-59

Union Common Pleas Court.

R S Maynard et al
Plaintiff,

AGAINST

Thomas Price et al
Defendant.

NOV TERM. 1852

Dismissed

Journal 3 Page 126 211

Record No. 6 Page 298

Ex. Doc. A Page 3

Case No 7

R S Maynard for Thomas of John Cassil

vs

Thomas R. Price

Cert Filed

(Recorded)

R. S. Maynard
for the use of John Carrol
vs

Thomas R Price

Praecipe

Filed Nov. 17. 1850
James Kinkade p. clk

By [illegible]

R S Maynard for the
use of John Carsel
vs
Thomas R Price } In assumpsit Damages $ Four hundred Dollars

Issue a summons returnable forthwith. Endorse suit brought ~~to~~ on a Note of hand given by defendant to plaintiff for Three hundred and forty four Dollars ~~dated~~ payable in good merchantable Horses dated July 25 - 1848 payable in one year after the date thereof. Also for Goods sold & delivered. Money had & received and on an account stated

To James Kinkade Jr
Clerk

P B Slade Atty
for Pltff

Union Comm Pleas

R. S. Maynard for the use of John Cassil
vs
Thomas R. Price

"Suit brought on a note of hand given by defendant to plaintiff for three hundred and forty four dollars payable in good Merchantable Horses. dated July 25. 1848 payable in one year after ~~date~~ the date thereof. also for goods sold & delivered, money had & received, and an an account stated.

P B Cole atty for Pltff"

Filed November 19. 1850
James Kinkead Jr Clerk

I hereby acknowledge service of the within writ upon me
Nov. 19 1850.
Thomas R. Price

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Thomas R. Price

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

R. S. Maynard for the use of John Cassil

in a plea of Assumpsit damages Four Hundred dollars.

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 19th day of November A. D., 1850

James Kinkade Jr Clerk.

Plaintiff, but the defendant takes the
ground that amounts paid from
time to time must be credited
upon the principal of the demand
as of the date of the payments
respectively. The court so decides
and therefore brings his rent
by O. P. Cole his atty.

R S Maynard
for + c —
vs
Thomas R Price
Ast.

Filed December 31. 1850
A Kirkade Jr Clerk

P. B. C.

Atty

State of Ohio Union County ss } Court of Common Pleas Nov. Term 1850

R. S. Maynard for the use of John Carne complains of Thomas R Price in a plea of assumpsit for that whereas the defendant on the 25th day of July 1848 at the County of Union made his certain note in writing, and delivered the same to the plaintiff and thereby then and there for value received promised to pay ~~and delivered~~ to the plaintiff Three hundred and forty four dollars in good merchantable Horses in one year from the date thereof which period has now elapsed; and the plaintiff avers he was then and there ready to receive the same at the County of Union aforesaid. Yet the said ~~the~~ Thomas R Price did not then and there, or elsewhere nor hath he at any time before or since delivered the said Horses or any part thereof, nor has he paid the said money or any part thereof, to the damage of the plaintiff Four hundred Dollars &c.

And whereas also heretofore to wit on the first day of November A.D. 1850 at the County of Union aforesaid the defendant was indebted to the plaintiff in the sum of Four hundred Dollars for the price and value of Horses sold & delivered by the plaintiff to the defendant at his request

And in Four hundred Dollars for money had & received by the defendant for the use of the plaintiff

And also in the further sum of Four hundred Dollars for money found to be due from the defendant to the plaintiff in 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 the plaintiff to pay him the several moneys herein above mentioned on

Civil/Domestic Case File

Case No. 1850-CV-0060

No. 59-CV-60

Union Common Pleas Court.

Margaret S Duncan
Plaintiff,

AGAINST

Samuel Carter
Defendant.

APR TERM. 1851

Dismissed

Journal 5 Page 10

Record No. Page

No Record.

Ex. Doc. Page

Law No. 34

Margaret S. Duncan
vs
Lemuel Carter & Joseph
Carter

Cost Bill made
No Record

Common Pleas

Margaret A Duncan

vs

Lemuel Carter &
Joseph Carter

Trac- for Assumpsit

Filed Nov. 20. 1850
James Kirkpatrick p. clerk

Allison & Avery

Margaret S Duncan
vs
Lemuel Carter &
Joseph Carter

In Assumpsit – Damages $1000.

Issue a Summons returnable forthwith, Indorse "Suit brought on three joint and several notes of hand given by defendants to plaintiff or bearer for one hundred and eight dollars each, with interest from the date thereof, Dated March 9th A.D. 1847 and payable one in one year – one in two years and the other in three years from the date thereof, &c. Also for goods sold and delivered, Money had and recd, &c. Damages claimed as due $1000.

To the Clerk of Union County Common Pleas
Nov 20th 1850

Allison & Curry
Attys for Plffs.

Union Com. Pleas

Margaret S. Duncan
vs
Lemuel Carter &
Joseph Carter

Filed Nov 21. 1850
Jno Hinkson Jr Clerk

"Suit brought on three joint and several notes of hand given by defendants to Plaintiff or bearer for one hundred and eighty dollars each with interest from the date thereof. dated March 9th A.D. 1847. and payable. one in one year. One in two years and the other in three years from the date thereof. &c. also for goods sold and delivered. money had and received &c damages claimed as due $1000.

Allison & Henry attys for Plffs

Nov 21st 1850 Served the within upon Lemuel Carter & Joseph Carter by leaving ~~a certified~~ Certified Copies of the same at each of their residences.

Fees Mileage .30
Service .55
Copies .30
W C Miller Sheriff
By J Barton Deputy Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Carter and Joseph Carter —

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto

Margaret S. Duncan —

in a plea of Assumpsit

damages One thousand dollars.

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 20th day of November A. D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

Margaret A Duncan

vs

Lemuel Carter &
Joseph Carter

Assumpsit - Narr

Filed December 17. 1850
James Kinkade jr clerk

Allison & Curry

The State of Ohio } ss. Court of Common Pleas.
Union County } November Term A.D. 1850.

Margaret S Duncan complains of Lemuel Carter and Joseph Carter in a plea of Assumpsit, for that whereas, the said defendants on the 9th day of March A.D. 1847 at the County of Union aforesaid, made their promissory note in writing and delivered the same to the plaintiff, and thereby promised to pay to the plaintiff or bearer, the sum of one hundred and eighty dollars, on or before the 9th day of March A.D. 1848 (with interest from the date thereof) which period has now elapsed,

And ~~also for~~ that whereas, the said defendants, on the 9th day of March A.D. 1847 at the County of Union aforesaid, made their certain other promissory note in writing and delivered the same to the plaintiff, and thereby promised to pay to the plaintiff or bearer, the sum of One hundred and eighty dollars, on or before the 9th day of March A.D. 1849 (with interest from the date thereof) which period has now elapsed.

And Also for that whereas, the said defendants on the 9th day of March A.D. 1847 at the County of Union aforesaid, made their certain other promissory note in writing and delivered the same to the plaintiff, and thereby promised to pay to the plaintiff or bearer the sum of one hundred and eighty dollars, on or before the 9th day of March A.D. 1850 (with interest from the date thereof) which period has now elapsed.

And also for that whereas the defendants on the 1st day of November A.D. 1850, at the County of Union aforesaid were indebted to the plaintiff in the sum of one thousand 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 One thousand dollars for money then and there had and received by the defendants for the use of the plaintiff. And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay her the several moneys herein before mentioned, on request, yet the defendants have disregarded their 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 One thousand dollars; and therefore she brings her suit &c.

By Allison & Berry
Her Attys.

Civil/Domestic Case File
Case No. 1850-CV-0061

No. 50-cv-61

Union Common Pleas Court.

J. W. & M. Jones & Co
Plaintiff,

AGAINST

E. W. Evans et al,
Defendant.

NOV TERM. 1850

JUDGMENT VS DEFENDANT
$292 30

Journal 4 Page 373

Record No. 6 Page 29

Ex. Doc. 1 Page 585

Union Com Pleas

P. W. Evans &
W. T. Brophy
vs
P. G. & C. Jones & Co

Confession & Waiver

Filed Nov. 21. 1850
Ja Hutchinson pr clerk

Memorandum

P. B. Cole

J. W. Evans &
W. T. Brophy
ats
S. S. & C. Jones & Co

Union Com. Pleas
November Term A.D. 1850

And the said J. W. Evans and W. T. Brophy by P. B. Cole their attorney (under and by virtue of a warrant of attorney herewith filed) come and waive the issuing and service of process herein, and enter the appearance of the said J. W. Evans and W. T. Brophy, and for plea, say that they cannot deny the action of the plaintiffs, nor but that they the said defendants ~~did promise as the plaintiff hath complained, nor but that the plaintiffs have sustained damages~~ do owe the plaintiffs two hundred and ninety two dollars and thirty cents debt, and two dollars and nine cents damages for the detention thereof, as the plaintiffs have complained; and confess judgment therefor and costs; and all errors are hereby waived and released.

P. B. Cole

Brosley & Lucas
Note $292.30

Filed Nov 21. 1850
Da Kentrade for Clerk

No.

DUE Cincinnati Ohio, April 5th 1850

$292 30/100 Dolls Six months after date, for value received, we jointly and severally promise to pay J. D. & C. Jones & Co or order,

Two Hundred & ninety two 30/100 dollars.

And we hereby authorize and empower any Attorney at Law, of any Court of record, at any time after the above sum becomes due, to appear for us, or either of us, and confess judgment for the said amount, interests and costs, and to release all errors, writs of error, and the right of appeal.

Witness, our hands and seals, this day and year ~~last~~ above written ~~A. D. 18~~.

J. K. Evans (Seal)

W. L. Murphy (Seal)

(Seal)

Union Com Pleas

D. S. & C. Jones & Co

vs

James W Evans & W. J. Brophy

In Debt - Attn

2

Filed Nov. 21. 1850
Jas Kinkade for clerk

Costs Bill made
Record
Recorded

Allison & Curry

State of Ohio, } Court of Common Pleas.
Union County ss.} November Term AD 1850

P. D. & C. Jones & Co partners in trade, complain of D. W. Evans and W. J. Brophy, in a plea of debt, for that whereas the said defendants on the 5th day of April 1850, at Cincinnati, to wit, 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 the said P. D. & C. Jones & Co. by their said partnership name, and thereby bound themselves to pay to the said plaintiffs or order two hundred and ninety two dollars and thirty cents in six months after the date thereof; which period has now elapsed;

And also for that whereas the said defendants on the 1st day of November 1850, at the County of Union aforesaid, were indebted to the plaintiffs in four hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request, yet the said defendants have not paid the said several sums of money, or either of them, nor any part thereof; To the damage of the said plaintiffs four hundred dollars, and therefore they sue, &c.

By Allison & Conry
Their Attys

585

J D & Jones Ulo

vs

J W Evans & W. J. Brophy

Debt	$292.30
Damages	2.09
Costs	2.56
This increase	.41

Filed Apl 25 1851
J Rickards pl Clk

Recorded

Allison & Henry attys for
Pltffs

Received this writ Number 22 in 1850
Levy made upon a stock of Boots and Shoes and
Clothing and Ready Made Clothing in the Store room
of the defendant W. J. Brophy. Seized on the
Property of W J Brophy also one Potter Horse
as the Property of W J Brophy. See Sheriffs of Levy
Returning to Writ.

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 18th day of November A. D. 1850 J. D. & C. Jones & Co recovered against J. W. Evans and W. J. Brophy as well as the sum of Two Hundred & Ninety two dollars and thirty cents for their debt, as the sum of Two dollars and nine cents, for their damages; as also the sum of $ 2,56 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 J. W. Evans and W. J. Brophy you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 21st day of November A. D. 1850 until paid; also the sum of $ 0,41 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 J. D. & C. Jones & Co

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 22nd day of November A. D. 1850

James Kinkade Jr Clerk.

1	Prin Blk ~~Cassimere~~ Cloth	31 1/2
1	do do Satinette	20 3/4
1	do Gray do	15 1/2
1	do Blk Cloth	12
1	do do do	02
1	do Gray Satinett	04
1	do Blue do	11 1/2
1	do Gray do	14 1/2
1	do Blk do	14
1	do Blue Jeans	10
1	do Summer Cloth	22 3/4
1	do do do	9 1/2
1	do Blue Jeans	31 1/2
1	do Jeans	5
1	do Crash Towelle	6
1	do do	14
1	do Blk Cassimere	8
1	do Blue do	3/4
1	do Drab do	3 1/2
1	do Brown Jeans	4 3/4
1	do Cashmere (Blk)	9 1/2
1	do do Drab	14 1/2
1	do Gray Jeans	16
1	do Cashmere	10 1/2
1	do Calico	6
1	do Red Flannel	2
1	do do do	16
1	do Plaid Linsey	3 3/4
1	do Summer Cloth	10 1/4
1	do do do	5
1	do Check	2 1/2
1	do Vesting	1
1	do do	3/4
1	do do	2
1	do do	1
1	do do	4 1/4
1	do do	1 1/2
1	do do	1
1	do Blk Canvass	2
1	do White do	6 1/2
1	do Alpaca	8
1	do Blk Cloth	1
1	do Bleached Muslin	1 3/4
1	do do do	11
2	do Brown Muslin	2 3/4

1	do Brown Muslin	30 3/4
1	do Blk Muslin	3 1/4
1	do Fig do	1 3/4
1	do Gray Satinette	2 3/4
1	do do do	1
1	Horse Blanket	
9	Mens White Morino Under Shirts	
5	do do Wool do do	
3	do do Cotton do do	
1/2	Dz do do	
9	Comforts	
11	pr Suspenders	
8	Fur Caps & Boxes	
11	do do	
1/2	Dz Oil Cloth Caps	
5	~~Cloth Caps~~	
1	Plush Cap	
7	Blk Beaverteen Hats	
5	Drab do do	
2	Blk Silk do	
1	do Fur do	
2	White do do	
4	Palm do	
4	Pilot Overcoats	
8	Sacque Coats	
1	Blk Cloth Coat	
1	Gray Satinette Coat	
1	Alpaca Coat	
1	pr Blk Satinette Pants	
1	do Striped Cashmere Pants	
1	do Blk Satinette do	
2	do Summer do	
2	do Jeans do	
1	Summer Vest	
1/2	Dz Brooms	
6	Dutch Boot & Shoe Pegs	
1	Box Ladies Slippers	7 pairs
1	do do do	11 do
1	do do Cloth	6 do
1	do do Slippers	5 do
1	do do do	6 do
1	do do Shoes	10 do
1	do do Assorted Shoes	11 do
1	do do Slippers	9 do
1	do do do	11 do

2	pr Mens Pat Leather Shoes	Drum	No 1
1	do do Enameled do	do	do
7	do Ladies Cloth Gaiters	do	do
1	do do Slippers	do	do
22	do Childrens Shoes	do	No 2
8	do do do	do	3
	Thread	do	do

4 5 pr Boots Assorted
5 7 do Womens Shoes do
1 do Mens do do
22 do Boys do do
11 do India Rubber do do
4 do Over ~~Shoes~~
9 Dulls Boot Straps
9 Boxes Shoe Blacking
3 Binding Skins
5 M Shoe Brads
20 yds Binding (3 pieces)
6 Dz Basting Thread
1 Set Gilt Buttons
1 do do do
10 Gr Buttons
10 pr Gloves
1 do Cotton Socks
1 Tobacco Walles
1 Rasp
5 Rub Stones
1 Looking Glass
1 Lamp
1/4 Dz Shoe Hammers
1 Paper awls
1 Boys Jean Coat
1 Brush
3 Lemon Cellars
1 Mottled Horse

I advertised said goods and chattles 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 8th day of March AD 1851 it being the day i advertised the same to be sold between the legal hours of 10 o'clock A M and four o'clock P M ~~sold~~ offered the same for sale at the store room of William J Brophy and sold the said goods for two hundred and fifty six dollars and and Eighty three cents, Received of James E Hariott fifty dollars to apply on this judgement paid ~~plain~~ the amount of the judgement to plaintiffs Attorney

Fees Mileage 5

Levies 35

Levy 35

Bond 50

Poundage 6 00

7 25

Printers bill 1 25

$8,50

Retained My Fee

Printers fee paid By W J Brophy

William C Malin Sheriff

Filed Nov. 22. 1850
J. P. Kirkpatrick for Clerk

1

D. S. & C. Jones & Co
vs
James W Evans &
W. T. Brady

Judgt in Union Comm Pleas
The Clerk will issue an Execution in the above case forthwith

Nov 22nd 1850
to James Kirkade Jr
Clerk

Allison & Curry
Attys for Pltf

Civil/Domestic Case File

Case No. 1850-CV-0062

No. 50-CV-62

Union Common Pleas Court.

Elijah F. Paxton's Lessee
Plaintiff,

AGAINST

Welsh & Sawyer et al
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

Journal 5 Page 148

Record No. 6 Page 314

Ex. Doc. Page

Union Com Pleas

Lessee of Peyton
vs
Irwin & Welsh

Declaration

Filed Nov. 21. 1850
James Kirkwood p. clerk

Stanton & Alison

Acknowledge himself security for costs in this cause Nov 21. 1850.
B. McCall

The within action is dismissed
Nov. 22. 1850. J. Kirkwood p. clerk

The State of Ohio Union County, Court of Com Pleas November Term A.D. 1850.

John Doe complains of Richard Roe for that ~~Edward~~ Elisha F. Pepton on the first day of ~~June~~ June A.D. 1850 ~~1848~~ and the County of Union had demised to the said John the following lands and tenements to wit Virginia Military Survey No 829, between Mill Creek & Bokes Creek bounded and described as follows to wit beginning at two hickories and a sugartree S. 82 E. 400 poles from the South East corner of Roland Means Survey No 5387, in the line of Mark Vandermalls Survey No 6444 running with Vandermalls line and the course thence N. 83. E. 400 poles crossing a branch to two hickories a sugartree and Ironwood South East corner to Thomas Worthingtons Survey No. 6156, and South West corner to Thams Survey No 3691, and North West corner of Roland Means Survey No 5586, thence S. 7. W. with Means line crossing a branch at 260 poles to a dogwood, ash and Ironwood, thence N 83. W. 400 poles to a hickory and sugartree, thence N 7. E. 400 poles crossing a branch at 110 poles and an at 360 poles to the beginning containing one thousand acres, and also one thousand acres of arable land, one thousand acres of wood land, one thousand acres of land covered with water, with the

appurtenances situated in said County to have and to hold the same to the said persons on the said first day of ~~January~~ June A.D. ~~1848~~ 1850 for and during the term of twenty years thence next ensuing;
And also for that whereas Nancy Patterson, William R Bowyer, Francis A Ross, Fleming B Miller Roland C Bowyer, Clarinda M Bowyer, Adam H Simmons and Dorothy his wife, Richard Parish and Mary his wife, Leonard Fleming, Abraham Fleming, William Fleming, Ann F Bowyer, Thomas H Bowyer, Theodore Bowyer, Henry D Bowyer, William Bowyer, John Bowyer, Alphonso Bowyer, Madison Bowyer, Alfred Moore and Frances his wife, William B Caldwell Bedford Caldwell, John Bowyer Caldwell, Elizabeth Copeland, Henry B Caldwell, Charles Bowyer Joseph Stimson and Adeline his wife James Bowyer, Charles Bowyer, Henry Massie, Nathaniel Massie, Francis Bedford, Melinda Bowyer, Edymund V Caldwell, John F. Miller, John H Caldwell, Lewis M Caldwell Mary Bowyer, Martha Bowyer, Lydia Bowyer and Rachel Bowyer on the first day of January A.D. 1848 at the County of Union had jointly and severally claimed to the said

John the following lands and tenements to wit, Virginia Military Survey No 829, between Mill Creek and Bokes Creek bounded and described as follows, Beginning at two Buckeye buckes and a sugar tree S 82 E. 400 poles from the South East corner of Robert Means Survey No 5387 in the line of Mark Vandusnalls Survey No 644 running with Vandusnalls line and course, S. 8 E. 400 poles crossing a branch to two buckes and a sugar tree and hornwood, thence S. 7 W. 400 poles crossing a branch at 260 poles to a dogwood, ash and hornwood, thence N 83 W. 400 poles to a hickory and sugartree, thence N 7 E. 400 poles crossing a branch at 110 and one at 360 poles to the beginning, containing one thousand acres, and also one thousand acres of arable land, one thousand acres of woodland, one thousand acres of land covered with water, with the appurtenances situate in said County, to have and to hold the same to the said John from the said first day of January A.D. 1848 for and during the term of twenty years thence next ensuing; By virtue of which sevral clauses the said John Doe entered upon said premises and was possessed thereof for the term aforesaid; And the said Richard Roe afterwards, to wit on the first day of July ~~[illegible]~~ A.D. ~~1847~~ 1850 at the County aforesaid

with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom; and other wrongs to the said John Doe then and there did to his damage ten dollars, and therefore he brings suit.

Stanton & Allison
Attys for Pltff.

To William B Irwin and David D Welch, William Sayre
Gentlemen

Yare informed that you are in possession 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 said premises, do advise you to appear at the next Term of the Court of Common Pleas of Union County in the State of Ohio, and make yourselves defendants in my stead, otherwise judgment will then and there be entered against me and you by default and you will be turned out of possession.

Nov 20. 1850. Richard Roe

Service is acknowledged Nov 20. 1850.
Otway Curry
Atty for Defendants.

Depositions of
Caldwell &
Ann Edgar.

Jane Wilie of the County of Grumbrin and State of Virginia another witness for the plaintiff of lawful age being first duly sworn, deposeth as follows:

Question by the plaintiff. State what you know of the family of Michael Bowyer deceased who formerly resided in this County?

Answer. Michael Bowyer had but five sons and three daughters - their names are as follows: James, John, William, Henry, Thomas, Mary Elizabeth and Frances - James removed to the State of Ohio, and I have been informed is dead leaving children - John lives in Rockbridge County of this State - William and Henry are dead. They never had any children. Thomas is also dead. He left children, I think three in number. Mary married James Calwell. She is also dead. All of her children are dead except the following: John B. Calwell, William B. Calwell, Henry B. Calwell, Lewis M. Calwell, Edmond S. Calwell and Bedford Calwell. She had a daughter named Frances Ann, who married Fleming B. Miller, and is now dead. She had but one child, John F. Miller. Mary Calwell had no other child who died leaving issue. Elizabeth and Frances daughters of Michael Bowyer now reside in this County. Elizabeth is the widow of John Copel and deceased, and Frances is the widow of William Bedford deceased. Michael Bowyer had no other children except those whose names are mentioned

No more questions being asked further this deponent saith not.

Jane + Wilie
mark

Ann Edgar of the County of Grenbrier and State of Virginia another witness for the plaintiff, of lawful age, being first duly sworn as hereafter certified, deposeth and saith.

Question by plaintiff. State what you know of the heirs of Thomas Bowyer deceased, who was an officer in the war of the Revolution?

Answer. I have always understood that Thomas Bowyer to whom the question refers, was never married. He had three brothers who were married and had families, to wit: Michael, William, and James. Michael died in this County, he had no children except the following, James, John, William, Henry, Thomas, Mary, Frances, and Elizabeth. James had a family and removed to the State of Ohio. John lives in Rockbridge County in this State. William and Henry have died without issue. Thomas is dead and left two or three children. Mary married James Calvert, and died leaving a family. Frances is now the widow of a man named Bedford, and lives in this County. Elizabeth is now the widow of a man named Copeland, and lives in this County. William another brother of Capt. Thomas Bowyer resided in Staunton Augusta County Virginia, and is now dead. He had the following children, Jake, Peter, Strother, Thomas J. Tertia, William, Mary Prisilla. All of the boys died without issue except William. William is dead. He was a married man, and I think he left issue. Mary married Leonard Fleming, and removed from this State. Prisilla married John Miller. She is also dead. She had but two children, Fleming B. Miller, and Frances a Rose widow of Reuben Rose.

Depositions taken in a cause pending in the Court of Common pleas within and for County of Union & State of Ohio, wherein John Doe ex dem Nancy Pattison and others is Plaintiffs and Richard Roe is defendant with notice to Anthony Middleworth and others as tenants and taken for said plaintiffs at the residence respectively of the witnesses in the County of Greenbrier and State of virginia, between the hours of ten Oclock A. M. and seven Oclock P. M. on the 19th. of October A. D. 1850.

Present E. F. Paxton attorney for Plaintiffs.
Defendant not present.

James Calwell of the County of Greenbrier Virginia of lawful age being first duly sworn as herein after certified, deposes as follows:

Question by plffs. State what you know of the heirs of Captain Thomas Bowyer who was an officer in the virginia line during the war of the Revolution and who resided in Botetourt County of this state?

Answer. Captain Thomas Bowyer died without issue. He had no brothers or sisters who died leaving issue except Michael, William & James. Michael lived in this County and had the following children, James, John, William, Henry, Thomas, Mary Frances & Elizabeth. James moved many years ago to the State of Ohio, & I understand is dead leaving a family - John now lives in Rockbridge County of this State. William and Henry have died without issue. Thomas is dead leaving but two children, Theadore and Henry. He had but one other child, his name was James and he is dead without issue. I intermarried with Mary. She is dead leaving the following children -

X

John B. Calwell, William B. Calwell, Henry B. Calwell, Lewis M. Calwell, Edmond S. Calwell, and Bedford Calwell, Frances Ann another of her children was the wife of Fleming B. Miller and is now dead - She had but one child John H. Miller - Mary Calwell had other children, but they are all dead without issue. Frances another daughter of Michael Bowyer is now the widow of William Bedford deceased. Elizabeth another daughter is now the widow of John Copeland deceased. Michael Bowyer had no other children except those whose names are mentioned. William Bowyer another brother of Capt. Thomas Bowyer resided in Staunton Augusta County Virginia. He had no children except the following Luke, Peter, Strother, Thomas L. and Tirzia, who have died without issue; Malinda who is unmarried and now lives in this County; Mary who intermarried with Leonard Fleming, and removed to Kentucky many years ago. I understand she is dead leaving a family. Priscilla who intermarried with John Miller is now dead - She had but two children Fleming B. Miller, and Frances A. Rose widow of Reubin Rose deceased. James another brother of Capt. Thomas Bowyer had but two children, John & Thomas. John is dead without issue. Thomas resided in Montgomery County of this state and is dead leaving a family.

No more questions being asked, further this deponent saith not.

James Calwell

James Bowyer another brother of Captain Thomas Bowyer had but two children, John and Thomas. John died unmarried.

No more questions being asked, further this deponent saith not.

Ann her mark Edgar

I William Cary a justice of the peace in and for the County of Greenbrier State of Virginia, do hereby certify that the foregoing depositions of James Calwell, Jane Willis, and Ann Edgar, which are respectively subscribed by them were taken at the time and place above specified and that said witnesses were by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the depositions were reduced to writing by me. As witness my official signature and seal this 19. day of October 1850.

William Cary J.P. (Seal)

State of Virginia
County of Greenbrier } ss

I, Joel M'Pherson Clerk of the Court of Greenbrier County, do hereby certify that William Cary Esq. who has given his certificate to the foregoing depositions, is and was, at the time of giving the same, an acting Justice of the peace in and for the county aforesaid, in the State of Virginia duly commissioned and qualified as such & that full faith & credit ought to be given to his official acts as such.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at Lewisburg, this 19th day of October 1850.

Joel M'Pherson

Lepsee of Paxton
vs.
Welsh & Dayre

Praecipe for
Witnesses for
Defendant

Filed Oct 22 1852
James Irvin clerk

Otway Curry
Atty.

Lessee of Paxton
vs. } Ejectment
Welsh & Sayre

Issue Subpoena for William B. Irwin, James Irwin, and Ozias Colner, witnesses for Defendants.

Otway Curry
Atty. for Defts.

To Clerk of Union
Common Pleas
Oct. 22d 1852

reduced to writing by me. ordered

Witness my official signature and seal
this 15th day of October 1850

Hugh McG. Kent JP

Virginia. Montgomery County ss.

I Rice D. Montague clerk of the county court of said county do hereby certify that Hugh McG. Kent, whose genuine signature is attached to the above certificate, and before whom the foregoing depositions were taken, is now & was at the time of taking the same, an acting Justice of the Peace in and for the county aforesaid, duly commissioned & qualified, and is authorized by the law of this State to administer oaths, and that full faith and credit are due to all of his official acts as such.

In Witness whereof I have hereunto set my hand and affixed the seal of my office in Christiansburg this 16th day of October 1850.

R. D. Montague C.

Deposition of Wm B Charlton

Depositions taken in a cause pending in the court of common pleas within and for the county of Union and state of Ohio wherein John Doe et. Dem. Nancy Patterson and others is plantiffs and Richard Roe is defendant with notice to Anthony Middlesworth and others as tenants and taken for said plantiff at the residence of James C Taylor in the town of Christiansburg and state of Virginia between the hours of six oclock A M. and six oclock P. M. on the 15th octb AD 1850

Present E. F. Baxton attorney for plantiff

Defendant not present.

William B. Chilton of the county of Montgomery and state of Virginia of lawful age being first duly sworn as hereafter certified deposes as follows.

Questions By Plantiff.

State what you know of the heirs of John & Thomas Bowyer who were Brothers state also where they resided.

Answer. I was but little acquainted with John Bowyer the Brother of Thomas Bowyer, I saw the two brothers together about the year 1812 at which time said John Bowyer was on his way to join

the northern army he being an officer in the regular Army. Some years afterward I was informed by Thomas Bowyer that John Bowyer his Brother had died at Green Bay leaving no issue that he Thomas was the only heir and intended to go there and get what property was left. I know of said Thomas Bowyer going to Green Bay and returning I was well acquainted with Thomas Bowyer he resided in this county, and died leaving the following children, John Charles Robert Ann William Thomas & Celinda his other children are dead without issue.

William B. Charlton

James C Taylor of Christiansburg Montgomery County Virginia and the witness for the plaintiff of lawful age being first duly sworn as hereafter certified deposes as follows.

Question By Plaintiff State what you know of Thomas Bowyer who was formerly a citizen of this county

Answer. Thomas Bowyer is dead having

the following children. Anne Robert Charles John William Thomas & Belinda, he had other children but they are dead without issue.

Question by same Do you know whether John Bowyer the Brother of Thomas Bowyer died with or without issue.

Answer I have frequently heard the family of Thomas Bowyer say their father had but one Brother, that his name was John and that he died without issue and further this deponent saith not

James C Taylor

I Hugh "McGuire" a justice of the peace in for the county of Montgomery and state of Virginia do hereby certify that the foregoing depositions of William B Charlton & James C Taylor which are by them respectfully subscribed, was taken at the time and place above specified and that the same witnesses were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that their depositions were

Filed Sept 30. 1857
L Kirkwood per M

Paxton's Lessee
vs
Welsh & Sayre } Ejectment

Issue Subpoena for
James Irwin witness for
Deft.

Otway Cum
Pltff's. Atty

To Cl/C of
Union Com. Pleas
Sept. 30th 1851

Teffer of Paxton
vs.
Welsh & Sayre

Praecipe for Defts
Witnesses

Filed June 8 1852
James Turner clerk

Lessee of Paxton
vs.
Walsh & Dayse } In Ejectment

Issue Subpoena for William B. Irwin, James Irwin, and Osias Colver, witnesses for Defendants.

Otway Cum
Atty for Defts.

To Clerk of
Union Com. Pleas
June 8th, 1852.

5387

Filed June 26. 1851
James Kirkpatrick clerk

Lessee of E. W. Paxton
vs
David Welsh
William Sayer

} E. Lectment

In pursuance of an order of the Court of Common Pleas of Union County Ohio made at the April term A.D. 1851 in the above mentioned case The undersigned proceeded to the premises in controversy on the 18th day of June 1851 Present B. Stanton and C. Curry counsels for the above parties proceeded to survey said premises in controversy Counsels satisfied with James Erwin and Sprague as Chainmenpers

"The old patent called found "The call for the S. W. corner to Thos Bowyer Survey No 829 is a Hickory Ash and Sugar tree the Sugar tree gone Then run N 8½ E 430 poles to an old line supposed to be the S line to an entry in the name of Mark Vanderwall corner calls for 2 Beech and sugar tree no original corner found crossing the road from Bellfontaine to Delaware at 95 poles a branch 117 poles and Blues creek at 382 poles Then with the N line to Bowyer survey No 829 and the S line to C Wallace survey No 135-75 and South to Thos Worthington survey No 6156 S 81° 40' E 554 poles with an old line to a large beech now standing but dead "The S E corner to Thos Worthington survey No 6156 crossing "The State road from Marysville to Renton at 200 poles passing the S.W. corner to Thos Worthington survey No 6156 a large Red Oak and 2 beeches The two beeches are gone red oak remaining. passing a Beech 403 poles and an Ironwood down and decayed with hacks visible in the piece remaining Wm B Irwin Present states that he found the beech above named some time since and blocked out two of the hacks leaving but one in the tree and at the present time there is no hacks on the beech said beech stands 13½ poles South of the line C.C. crossing a branch at 511 poles and 554 poles to a corner supposed to be the N.E. corner to Bowyer No 829 original call 2 B.S. and Ironwood then S 8½ W 450 poles crossing the road from Delaware to Bellefontaine at 86 poles C.C. with the W line to Robt Means No 5386 crossing Blues creek at 221 poles passing the N E corner to Ruffs entry a Burr O.H.A. at 247 poles a branch at 293 poles and originally marked for a corner a dead Hic. and 2 B at 316 poles a flat branch or succession of slashes at 385 poles and 2 large Elms at 408 poles The S.W. corner to Robt Means survey No 5386 blocking one of the Elms and found the age 42 or 43 years Then blocked some of the trees in the S. line to Robt Means Survey No 5386 and found the age 42 years C.C. passing a water ash at 423 poles blocked and found the age of line marked on it 42 or 43 growths over the hacks C.C. 448 poles to J Irwins fence 450 to a stake in Irwins field Then by calculation N. 81° 40' W 554 poles to the beginning. "Then at the instance of Mr Stanton begin at the 2 elms S.W. corner to Robt Means survey No 5386 run N. 82 W. crossing a branch at 128 poles the Marysville and Renton road at 164 poles branch at 210 poles and at 239 poles a large fallen water Ash "The stump standing S. 8 W. 7 poles finding an old line leading from said ash Wm B Irwin states that about 23 years since he was on the spot, at that time there was standing the Large Water Ash an Ironwood and a dogwood laying on the ground with rotten spots on it that would correspond with hacks the Ironwood & ash looked old at that time and that 15 years since he was on the spot the dogwood gone the Ironwood dead and leaned over present the large & fallen "Then run from the fallen Ash with an old line N. 81 E 144 poles to large Beech marked as a corner crossing the Marysville & Renton road at 70 poles Branch at 80 poles and 144 to the above named large Beech blocked and found the age of marks 48 years Then N 76° 55' E 103½ to 2 B and dead Hicory marked as a corner Then went to the large Beech found an old line running Northward run said line N. 8° 4' W passing an Elm at 100 poles with 48 growths over the hacks crossing the N line to Ruffs entry at 121 3/5 poles & crossing the Bellefontaine and Delaware road at 217 poles 256 poles to 2 S. H. with original corner marks on and dead the Hic cut down and made into rails the corner marks on the rails Then with an old line S 81½ W. 140 poles to a dead S. B. with original corner marks on and line continues Westward crossing the Renton and Marysville road at 108 poles finding marks 48 or 49 years old

"The above is hereby certified to be a correct plat and report as surveyed by me June 18th 19th and 20th 1851 and is respectfully submitted to your honorable Court

A. W. Wilkins { Surveyor

Pre Ben
Ef

Filed June 29 1854
James Lee Clk

Doe ex Dem
Bowyer, Paxton et al
vs
Welch & Sayre

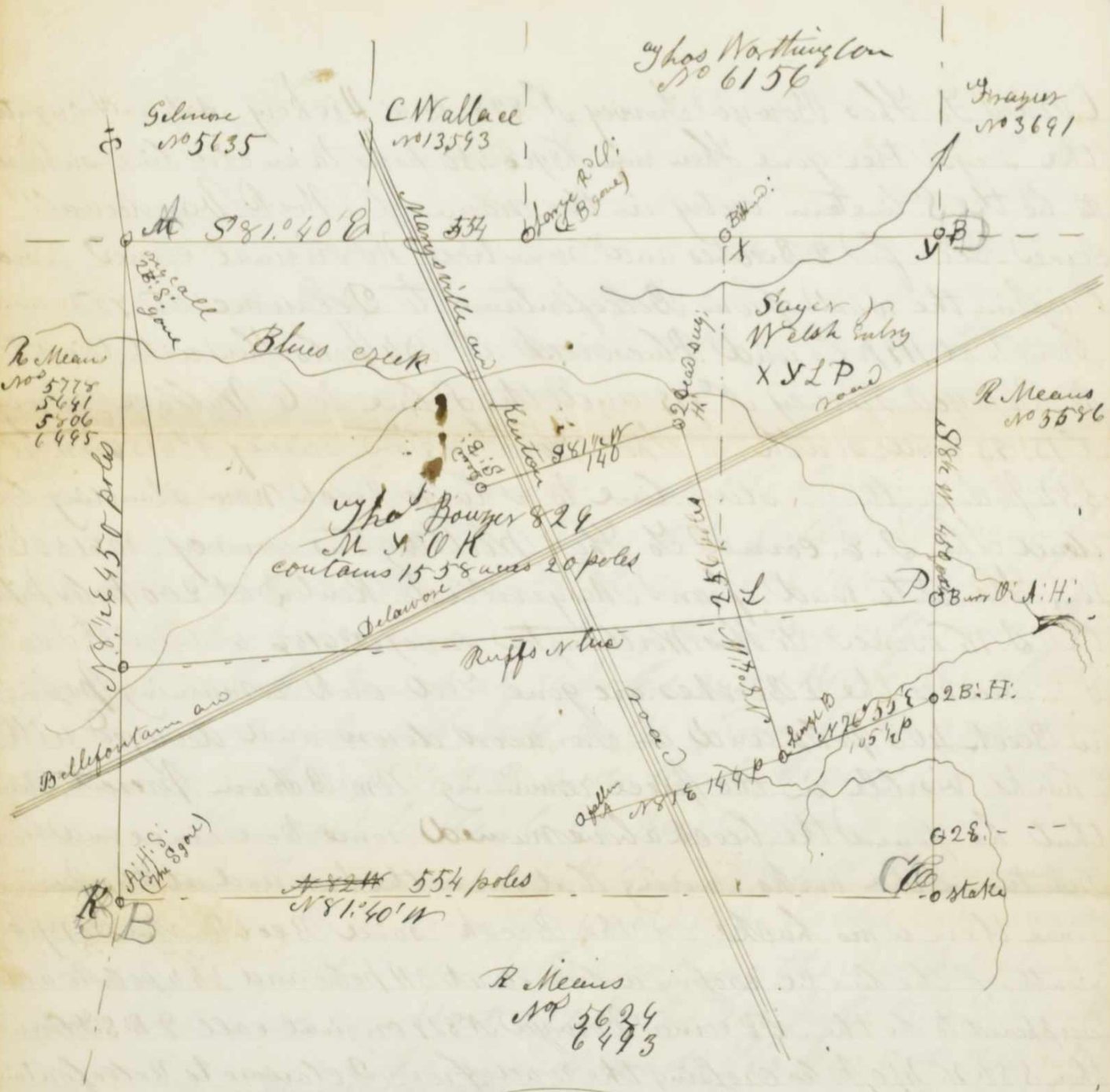
Judgment in Union
Com Pleas.

The Clerk will issue
an execution against
defendants for costs.

June 20th 1854

Stanton & Allison
Attys for Plf.

Filed June 26. 1857
James Kirkwood p clerk



Lessee of E W Paxton
vs
David Welsh &
William Sayer

Ejectment

In pursuance of an order of the Court of Common Pleas of Union County Ohio made at the April term A.D. 1851 in the above mentioned case We the undersigned proceeded to the premises in controversy on the 18th day of June 1851 Present B. Stanton and O. Curry Counsels for the above parties proceeded to survey said premises in controversy Counsels satisfied with James Ewin and Sprague as chainearriers The old patent called found The call for the S. W.

Corner to Thos Bowyer Survey No 828 is a Hickory Ash and sugar tree the sugar tree gone Then run N 81 p E 450 poles to an old line supposed to be the S line to an entry in the name of Mark Vandewall corner calls for 2 Beeches and sugar tree No original corner found Crossing the road from Bellefontaine to Delaware at 95 poles a branch at 119 poles and Bluecreek at 384 poles Then with the N line to Bowyer survey No 828 and the S line to C Wallace survey No 133-93 and south to Thos Worthington survey No 6156 S 81° 40' E 534 poles with an old line to a large Beech now standing but dead The S. E. corner to Thos Worthingtons survey No 6156 Crossing the state road from Marysville to Renton at 200 poles passing the S. W. corner to Thos Worthington survey No 6156 a large Red Oak & 2 Beeches the 2 Beeches are gone red oak remaining passing a Beech 403 poles and an Ironwood down and decayed with hacks visible in the piece remaining Wm B Irwin present states that he found the beech above named some time since and blocked out two of the hacks leaving but one in the tree and at the present time there is no hacks on the Beech said Beech stands 13 1/2 poles south of the line C.C crossing a branch at 511 poles and 534 poles to a corner supposed to be the N. E corner Bowyer No 828 original call 2 Bi S. H & Ironwood then S 81 p W. 480 poles crossing the road from Delaware to Bellefontaine at 86 poles C.C with the W. line to Robt Means No 5386 crossing Bluecreek at 221 poles the N. E. corner to Ruffs entry a Burr O. H. A at 247 poles a branch at 293 poles and originally marked for a corner a dead Hic & 28 at 316 poles a flat branch or succession of slashes at 355 poles and 2 large Elms at 408 poles The S W corner to Robt Means survey No 5386 blocking one of the Elms and found the age 42 or 43 yrs Then blocked some of the trees in the S line to Robt Means survey No 5386 and found the age 42 years C C passing a water ash at 423 poles blocked and found the age of line marked on it 42 or 43 growths over the hacks C C 448 poles to J Irwins fence 450 poles to a stake in Irwins field Then by calculation N 81° 40' W 534 poles to the beginning Then at the instance of Mr Manter began at the 2 Elms S. W. corner to Robt Means survey No 5386 run N 82 W. crossing a branch at 198 poles the Marysville and Renton road at 164 poles branch at 210 poles and 239 poles a large fallen water ash the stump standing S 8° W. 7 poles finding an old line leading from said ash Wm B Irwin states that about 23 years since he was on the spot at that time There was standing The large Water ash and Ironwood & a dogwood laying on the ground with rotten spots on it that would correspond with hacks the Ironwood and Ash looked old at that time And that 15 yrs since he was on the spot The dogwood gone The Ironwood dead & leaned over present the large Ash fallen Then run from the fallen Ash with an old line N 81° E 144 poles to large Beech Marked as a corner crossing the Marysville and Renton road at 70 poles Branch at 80 poles and 144 to the above named large Beech blocked and found the age 48 yrs Then N 70° 55' E 105 p To 2 B and dead Hicory marked as a corner Then went to the large Beech found an old line running Northward run said line N 8° 4' W passing an Elm at 100 poles with 48 growths over the hacks crossing the N line to Ruffs entry at 121 1/3 poles Crossing the Bellefontaine and Delaware road at 217 poles 256 poles to 2 S. H with original corner marks on and dead The Hic cut down & made into rails the corner marks on the rails Then with an old line S 81 p W 140 poles to a dead S. Bi with original corner marks on and line continued Westward crossing the Renton and Marysville road at 108 poles finding marks 48 or 49 yrs old The above is hereby certified to be a correct plot and report in said case as surveyed by me June 18th 19th 20th 1851 and is respectfully submitted to your honorable court

A. F. Wilkins } Surveyor

Fees

Surveying platting and recording of copies	$16.00
Chainmen	4.50

Filed Sept 30. 1857
D Kirkpatrick Clerk

Lessee of Paxton
vs
Sayre & Welsh

Ejectment

Issued subpoena for
A. F. Wilkins and Archibald
Brooks to testify for Plff

Filed 30. 1857
Elk U. C. Pleas.

Stanton & Allison
Attys for Plff

Union Com. Pleas,

John Doe, Ex. Dem.
E. F. Paxton, et als.
vs. Ejectment.
David D. Welsh
and William Sayre.

Consent Rule, w Plea.

Filed April 19. 1857
Ja Knikacto p. Ck

Otway Curry
Atty.

John Doe, Ex. Dem
E. F. Paxton, et als.
vs.
David D. Welsh
& William Sayre.

In Ejectment.

And the said David D. Welsh and William Sayre come and confess the lease, entry, and ouster in the said declaration mentioned, and admit themselves to be in possession of the following described land to wit: Beginning at the N. W. corner of Robert Means' Survey No. 5386 S. W. corner of Survey No. 3691; thence with said Means's line S. 7° W. 266 poles to a Bur oak, Hickory, and Elm. N. E. corner to Ruff's Survey No. 13708; thence with said Ruff's line N. 86° W. 150 poles to a stake ~~[illegible]~~; thence ~~[illegible]~~ N. 8° E. 266 poles to a beech, ironwood, and sugartree ~~[illegible]~~ thence S. 82° E. 150 poles to the beginning, parcel of the premises, in the said declaration mentioned; and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By Otway Curry
His Atty.

Lucia G Paxton
vs
Peter G Sayers
Due for cost

Filed Nov 8 1852
James Lamm Clk

Lucia Mis sent by Recd to A G Wilkins and
A G Brooks November 6th 1852 Lucia by Recd to A Wheeler
Nov 9th 1852
~~Lucia by Recd to W B Lamm Nov 8 1852~~

Mileage 150
Ans 37½
$1.87

W Mullin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon A H Williams A L Brooks ~~William B Irwin~~ James Irwin Samuel Wheeler ~~Obias Culver~~

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Lessee of Patton is Plaintiff, and Welsh & Sayer is Defendant, and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 3rd day of November A. D. 1852

James Turner Clerk.

Lessee of Dat ton

vs

Mlat & Sayer

Sci fa writ

Filed April 7 1852

Jams Lum Clk

~~At a Court in Annual Term Sat for the~~

~~Second Thursday in January in the year of the Lord~~

~~Seventy Sixty Eight~~

The Nuber in Name Pum

Not Lum

W. Blue Herm

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon B. F. Wilkins & Archibald G. Brooks

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 Seventh day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plantiff in a certain controversy in said Court depending, wherein Lessee of Dayton is Plaintiff, and Walsh & Sayer " Defendant: and this They shall in no wise omit, under the penalty of the law; and have then there this writ.

James Lowe

Witness, ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 2 day of April A. D., 1852

James Lowe Clerk.

Filed Nov. 21. 1850
James Kirkpatrick Jr Clerk

Lessee of Kepton
and others
vs
John Dennin
and others

In Ejectment

It is agreed that the defendants may make the same ~~entry~~ defence in this case under their Entry & Survey as if a patent had been issued upon said Entry and Survey before the service of the declaration. Nov 31. 1850.

Stanton & Allison
Attys for Plffs.

Otway Curry
Atty for Defts.

Lessee of Paxton
vs
Sayer & Welsh
Subpoenas

Filed Oct 1st 1807
Jas Kinkade Jr Clerk

Issued this writ Sept 30 1807
Upon the within mentioned Persons

Geo Allope 1,00
Fees 35
$1,25

Wm Allison

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

A. F. Wilkins & Archibald Brooks

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 October 1851 ~~next term~~, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of The Lessee of Paxton in a certain controversy in said Court depending, wherein The Lessee of Paxton — is Plaintiff, and Sayer & Welsh — are Defendants: 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 30th day of Septr A. D., 1851

James Kinkade Jr Clerk.

Filed June 14 1852
James Lynn Clerk

John Doe Ex Dem
Paxton et als.
vs
Welch & Sayre

In Union Com Pleas
Issue Subpoena for
A. F. Wilkins, Archibald
G. Brooks, ~~James Brown~~
Thomas Scott, and Samuel
Wheeler witnesses for Pltff -
To Jas Turner, Clerk.
June 14th 1852

Stanton & Allison Attys
for Pltff.

Deposition of
McLanahan

Deposition taken in a Cause pending in the Court of Common pleas within and for the County of union and state of Ohio wherein John Doe ex dem Nancy Patterson and others is Plantiff and Richard Roe is Dependend with Notice to Anthony Middlemorth and others as tenants and taken for said Plaintiff at the Residence of Eligah McClanahan in the County of Roanoke and state of virginia between the houres of six Oclock A m and six Oclock P m on the 11th of October AD 1850

Present E H Paxton attorney for Plantiff Dependend not present Eligah McClanahan of the County of Roanoke virginia of lawfull age ling first duly sworn as hereafter Certified deposes as follows questain by Plaintiff

State what you know of the illegitimacy of Henry Bowyer who was Clerk of the County Court of Botteturt County aboud the year 1788 and for Many years after that time and what was your Opportunity of knowing whether he was a legimate or an illegitimate son of his father

Answer I was personally acquainted with Col Henry Bowyer now deceased who was formerly Clerk of the County Court of Botetourt about the year 1788 About that time and afterwards I lived with him in his office and wrote for him
I have often heard his illegitimacy spoken of and have never heard it doubted that he was illegitimate such was the general Belief in the Community where he lived I think he was the son of a Thomas or a Luke Bowyer neither of whom was Ever married as I have understood

Elijah McClanahan

I Michael Miller a Justice of the Peace in and for the County of Roanoke and state of Virginia do hereby Certify that the foregoing Deposition of Elijah McClanahan which is subscribed by him was taken at the time and place above specified and that the said witness was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the deposition was reduced to writing by me
witness my official signature and seal

this 11th of October 1850
Michael Miller JP

State of Virginia
Roanoke County Set

I, Frederick Johnston, Clerk of the County Court of Roanoke in the State of Virginia, do certify that Michael Miller Esq, whose name is signed to the foregoing certificate is, and was at the time of signing the same, a Justice of the Peace in & for said County & State duly commissioned and qualified — that full faith is due to his official acts, and that his signature above written is genuine
In testimony of which I have hereunto set my hand and affixed the seal of the said Court, at Salem, on the 12th day of October 1850

F Johnston

Isaac T Paxton
vs
Mayer & Wecker
Sub for writs

Filed Oct 1. 1867
Jos Hutchinson for clerk

Served this writ by Reading to Oct 1 A.D. 1867
to James Dunn the defendant named
not Found

Fees Mileage 45
Serv 12
57

William C Moore Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James 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~~ October 1857, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of Sayer & Welsh in a certain controversy in said Court depending, wherein The Sesse of Paxton is Plaintiff, and Sayer & Welsh are Defendants: and this ~~writ~~ 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 30th day of Septr A. D., 1857

James Kinkade Jr Clerk.

State of Ohio
vs
Alexander Logan

Subpoena

Filed Oct 3, 1857
Lathrop Clerk

Served this writ by reading to the within named
Cyrus Cohron October 2d 1857
Fees Mileage 75
Serv 12
87.2

William B Mason Shff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Ozias Culver

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 Welsh & Sayer in a certain controversy in said Court depending, wherein the Lessee of Paxton is Plaintiff, and Welsh & Sayer are Defendants: 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 2d day of October A. D., 185 1

James Kinkade Jr Clerk.

Lessee of Patton
vs
McCall & Rogers
Ejectment for lands

Served this writ by reading to the within named James Irwin Agent & Leaser June 11th 1852

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William B Irwin James Irwin Ozias Colver

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Second day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of The Defendants in a certain controversy in said Court depending, wherein Lessee of Potton is Plaintiff, and Welsh & Sayer is Defendants: and this They shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, ~~JAMES KINKADE, Jr.~~ James Lowner, Clerk of our said Court, at the Court House in Marysville, this 8 day of June A. D., 1852

James Lowner Clerk.

Deposition of
Wm C Wallace
of Ky.

United States of America
State of Kentucky

Deposition taken in a cause pending in the Court of Common pleas within and for the County of Union and for the state of Ohio wherein John Doe Ex dem Nancy Patterson and others is plaintiff and Richard Roe is defendant with notice to Anthony Middleworth as tenant and taken for said plaintiff at the office of John H Barr in the town of Versailles County of Woodford and state of Kentucky on 16th day of September 1850 between the hours of 8 Oclock A M & 7 Oclock P M

Caption

Present John H Barr attorney for plaintiff
Defendant not present

William C Wallace of the County of Woodford and state of Kentucky of lawful age and being by me first duly sworn as hereafter certified deposes as follows

Question by plffs Attorney State what you know of the family of Mary Fleming decd who was the wife of Leonard Fleming decd and a native of the state of Virginia and a daughter of William Bowyer decd,

Question

Answer Mary Fleming who was a daughter of William Bowyer decd of Virginia was the wife of Leonard Fleming decd and at the time of her death lived in Woodford County Kentucky, she had five Children they were Nancy, Dorothea, Rosa, William B & Leonard, Nancy married James Patterson, he is dead, she now lives in Milroan Woodford County Kentucky. Dorothea married Adam H Summers and now resides in Woodford County Kentucky, Rosa married John Haggin she is dead, leaving but one child (as far as I know) her name is Mary Parrish and is the wife of Richard Parrish who resides in Woodford County Kentucky William B Fleming is dead, leaving three Children, to wit Leonard, Abraham & William, Abraham died some time during the last twelve months Leonard & William (his brothers) now live in Woodford County Kentucky.

Answer

Leonard Fleming (son of said Mary Fleming) died without having ever married, he lived in Woodford County Kentucky at the time of his death.

No more question being asked further this deponent saith not.

Wm C Wallace

I Joseph B Kinkead a commissioner of Ohio commissioned as such by the Governor of Ohio for the purpose of taking acknowledgments to deeds, administering oaths, and taking depositions within the state of Kentucky to be used in the state of Ohio hereby certify that the foregoing deposition of William C Wallace and by him subscribed was taken at the time and place above specified and that the said Witness was by myself first duly sworn to testify the truth the whole truth and nothing but the truth and that the deposition was reduced to writing by myself.

Witness my signature and seal of office this 16th day of September 1850

Joseph B Kinkead
Commissioner of Ohio

Lease of Portion
vs
Welsh & Dwyer
Writ for rent

Filed Nov 5th 1852
James Lawrence Clk

Served this writ by Reading to James Irwin Oct 30 1852
Served by reading to Orias Archer Oct 30 1852
Served by Reading to W B Irwin Agent 8th 1852

Fees Mileage 125
Serv 37½
162

Geo Meason Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William B Irwin James Irwin Ozias Colver

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 Second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendants in a certain controversy in said Court depending, wherein Lessee of Patton is Plaintiff, and Welsh & Sayer is Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES ~~KINKADE, Jr.~~ Turner, Clerk of our said Court, at the Court House in Marysville, this 22 day of October A. D., 1852

James Turner Clerk.

Estate of Paxton
vs.
Welsh & Sayre

Subpoena for Witness
for Defendants.

Filed Oct 2d 1857
J Kuntzleman Clk

Lessee of Paxton
vs. } Ejectment.
Welsh & Sayre

Issue Subpoena for
Ozias Culver, a witness
for Defendants.

To Clerk of
Union Com. Pleas
Oct 2nd 1851

Otway Curry
Atty for Defts.

Filed April 2 1852
James Lynn Clerk

John Doe Ex Dem Paxton et als } Union Comm Pleas

vs

David S. Welch & Wm Sayre } Issue Subpoena

for B. F. Wilkins and

Archibald J Brooks

witnesses for Pltff in the above case - March 30th 1852

To James Turner Clerk - Stanton & Allison

Attys for Pltff

Civil/Domestic Case File

Case No. 1850-CV-0063

No. 50-cu-63

Union Common Pleas Court.

John Cassell
Plaintiff,

AGAINST

Luther C Turner
Defendant.

APR TERM 1851

Settled

Journal 5 Page 12

Record No. No Record Page

Ex. Doc. A Page 12

Law No. 26.

John Cassil
vs
Luther C. Tanner

Cost Bill made
No. Record

Union Com Plea

John Cassil

v

Luther C Lamen

Case - In Trespass

Filed Nov 22. 1850
J A Hinkadey Clerk

Allison & Lenny

John Casil
vs
Luther C Tanner

In Trespass
Damages $200.

Issue a summons returnable forthwith, Indorse "Suit brought to recover damages, by reason of the defendant committing divers trespasses on the lands of the plaintiff, by breaking and entering his close &c on divers days from the 4th day of April A.D. 1850 to the 17th day of November A.D. 1850 &c. Damage claimed as due $200.

To the Clerk of Union Com Pleas-
Nov 22nd 1850

Allison & Lewis
Attys for Pltff-

Union Com. Pleas

John Cassil
vs
Luther C. Lanner

"Suit brought to recover damages. by reason of the defendant committing divers trespasses on the lands of the Plaintiff by breaking and entering his close &c. on divers days from the 4th day of April A.D. 1850 to the 17th day of November A.D. 1850 &c damages claimed as due $200.

Allison & Henry attys for Plff's

Filed November 22, 1850
James Kinkade jr Clerk

Nov 22 1850, Served the within by leaving a certified copy with the within named Luther C Lanner

Fees Mileage 25
Service 35
Copy 20

W C Malin Sheriff
By John Barborne Deputy Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

Luther C. Farmer

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto

John Cassil

in a plea of Trespass. — damages Two Hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 22d day of November A. D., 1850

James Kinkade Jr Clerk.

Union Com Pleas

John Cassil

vs

Luther C. Lamer

Trespass - Nott

Filed December 23, 1850
James Kirkwood pr Clerk

Allison & Curry

The State of Ohio } ss. Court of Common Pleas
Union County }
November Term A.D. 1850

John Cassil complains of Luther C Lanner in a plea of Trespass. For that ~~the said~~ defendant on the 4th day of April A.D. 1850 at the County of Union aforesaid, and on divers other days and times between that day and the 17th day of November A.D. 1850. with force and arms, broke and entered the close of the plaintiff, situate in the Township of Dover, in the County of Union aforesaid, that is to say, a certain close abutting on the East by the land occupied by John Columber, on the South by the road called the Weatherd Road, on the West by Virginia Military Survey No. 5135 in the name of John Pride, and on the North by Virginia Military Survey No. 5502 in the name of Robert Stearns and then and there with feet in walking, and with Cattle and wagons, trod down, crushed and injured the grass, and corn of the plaintiff of great value to wit of the value of fifty dollars! there then growing and being, and subverted and spoiled the earth and soil of the said close of the plaintiff; and with cattle, to wit horses, cows oxen, and calves, eat up and depastured other the grass and corn of the plaintiff, of great value, to wit, of the value of fifty dollars, then and there growing and being in the said close of the plaintiff, and also then and there broke down prostrated and destroyed, a great part, to wit fifty perches of the fences of the plaintiff of and belonging to his said close: and also then and there cut down, prostrated ~~and~~ destroyed, ~~the trees and carried away~~ the trees and underwood, to wit twenty oaks, twenty elms, twenty hickorys twenty walnut trees, twenty ash trees, twenty sugar trees, and fifty other trees, and five acres of the underwood of the plaintiff of great value to wit, of the value of fifty dollars there growing: and the timber, wood, branches and bushes thereof coming and arising, to wit, fifty saw logs, twenty wagon loads of timber, twenty wagon loads of wood, twenty wagon loads of branches, and twenty wagon loads of bushes, and also twenty saw logs of the down timber of the plaintiff of great value, to wit, of the value of fifty dollars, took and carried away, and converted and disposed thereof to his 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 wrongs to the plaintiff then and there did. to wit. at the county aforesaid.

And also for that the said Luther C Lanner on the 4th day of April A.D. 1850. and on divers other days and times between that day and the 17th day of November A.D. 1850 with force and arms. broke and entered the close of the said John Cassil situate in the Township of Somers. in the County aforesaid. and then and there, cut down and destroyed the trees, to wit. twenty oak trees. twenty ash trees, twenty thick or tree sugar trees, twenty walnut trees. and fifty other trees of the plaintiff. of great value to wit. of the value of one hundred dollars. and the timber and wood thereof + the timber + wood of other trees laying down amounting to a great quantity to wit. twenty loads of timber, twenty saw logs. and fifty cords of wood of the said John Cassil of great value. to wit. of the value of one hundred dollars. took and carried away, and converted and disposed thereof to his own use; and other injuries to the plaintiff then and there did. to wit. at the county aforesaid; against the peace, and to the damage of the said John Cassil. Two hundred dollars, and thereupon he sues. &c.

By Allison & Avery
His Attys.

Venim Common Pleas

Luther C Tanner

vs

John Cassil

Trespass

Pled

Filed April 9. 1851

James Kirkpatrick p clerk

Cole & Coates

Luther C Tanner
ads
John Cassil

In Trespass

And the said Luther C Tanner Comes and defends &c. and says that he is not guilty in manner and form as the said John Cassil hath complained against him, and of this he puts himself upon the country, And the plaintiff doth the like. And for a further plea in this behalf the said Luther C Tanner says that the said John Cassil ought not to have his aforesaid action against him because he says that the said close in said declaration mentioned, now is and at the several times when the said several trespasses are supposed to have been committed, was the close, soil and freehold of the said Luther C Tanner, to wit at the county aforesaid: wherefore the said Luther C Tanner in his own right, committed the said several supposed trespasses in said declaration mentioned, in the said close of the said Luther C Tanner as he lawfully might do: and this he is ready to verify, wherefore he prays judgment if the said John Cassil ought to have his aforesaid action against him &c

Cole & Coats
Attys for
Defendant

Civil/Domestic Case File

Case No. 1850-CV-0064

No. 50-CV-64

Union Common Pleas Court.

John Scott admr.
Plaintiff,

AGAINST

James Kincaid et al
Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 178

Record No. Page

Ex. Doc. A Page 264

Law No ~~[illegible]~~ [illegible]
No 5
John Scott & wife
vs
James Kirkade

Ch. bill
made
no Decree

Union Com. Pleas

John Scott & wife

vs

James Kinkade

Praecipe in case

Filed November 29. 1850
James Kinkade p. clerk

Send the case to the office

By Cole & Coates Atty

John Scott &
Hannah Scott his wife
vs
James Kinkade

In Case Damages
Two thousand Dollars

Issue a Summons returnable next Term
Indorse "Suit brought to recover damages for
Slanderous words spoken by Defendant, on or
about the first day of November A.D. 1850 & and
Concerning the said Hannah Scott Damages
Claimed Two thousand Dollars

To the Clerk of the Court
of Common Pleas, Union
County Ohio
November 29th 1850.

Cole & Coats
Atty's for Pl'ffs

No. 5

Henrico Common Pleas

John Scott & wife

vs

James Kinkade

Narr.

Trespass

Filed May 29. 1851

James Kinkade jr Clerk

Copied

Cole & Coalter

State of Ohio } Court of Common Pleas
Union County ss } April Term A.D. 1851

John Scott and Hannah Scott wife of the said John Scott complain of James Kinkade in a plea of the case, for that whereas the said Hannah Scott before and at the time of the committing by the defendant of the several grievances hereinafter mentioned was a person of good name credit and reputation and deservedly enjoyed the esteem and good opinion of diverse persons, and whereas before and at the time of the committing by the defendant of the grievances hereinafter mentioned, the said Hannah Scott was and still is a member of the Presbyterian Church, and whereas the said defendant had also been a member of the same Church and had been expelled from said Church on a charge of adultery, yet the defendant well knowing the premises; but contriving and wickedly and maliciously intending to injure the plaintiff Hannah Scott in her good standing as a member of said Church, and bring her into public scandal and disgrace with and amongst diverse persons to whom she was in anywise known, and to cause it to be suspected that she was unchaste, heretofore, to wit, on the first day of November in the year of our Lord one thousand eight hundred and fifty, at the county aforesaid, in a certain discourse which the said defendant then and there had in the presence and hearing of sundry persons, of and concerning the plaintiff Hannah Scott, and of and concerning his said expulsion from the Church as aforesaid, the said defendant in the presence and hearing of said persons, falsely and maliciously spoke and published of and concerning the plaintiff Hannah Scott, the false, scandalous, malicious and defamatory words following, that is to say, There are other members of the Church (meaning the said Presbyterian Church) that are as guilty as I am (meaning as guilty of adultery as he the defendant was) I (meaning the said defendant) have had intercourse (meaning sexual intercourse) with a member of the Church, and I meaning the said defendant refer to Mrs. Scott (meaning the said Hannah Scott) She (meaning the said Hannah Scott tempted

me) meaning the said defendant) and I) again meaning the said defendant) was not like Joseph: but yielded to the temptation) thereby meaning that the said Hannah Scott had tempted him the said defendant to have adulterous intercourse with her and that he had yielded and had had such intercourse with her the said Hannah Scott.

And the plaintiffs further say that the said defendant further contriving and intending as aforesaid heretofore to wit, on the first day of November, in the year of our Lord one thousand eight hundred and fifty at the county aforesaid in a certain other discourse which the said defendant then and there had in the presence and hearing of sundry other persons of and concerning the said plaintiff Hannah Scott and of and concerning the matters and premises aforesaid, the said defendant in the presence and hearing of said persons, falsly and maliciously spoke and published of and concerning the said Hannah Scott, these other, false scandalous, malicious and defamatory words following that is to say "Mrs. Scott) meaning the said Hannah Scott) is a bad woman) meaning an unchaste woman, I) meaning the said defendant have had intercourse (meaning sexual intercourse with members of the Church, and in answer to the question then and there put to him the defendant, "with whom have you had this intercourse?" he the said defendant then and there answered, "with Mrs. Scott) meaning the said Hannah Scott, She meaning the said Hannah Scott, tempted me) meaning the said defendant) and I again meaning the defendant was not like Joseph: but yielded to the temptation) thereby meaning that the said Hannah Scott had tempted him the said defendant to have sexual intercourse with her, and that he the defendant had yielded to the temptation, and had been guilty of such intercourse

And afterterwards to wit, on the day and year aforesaid at the county aforesaid in a certain other discourse which the said defendant, then and there had in the presence

and hearing of diverse other persons, he the said defendant further contriving and intending as aforesaid, then and there in the presence and hearing of the said last mentioned persons falsely and maliciously spoke, and published of and concerning the plaintiff Hannah Scott these other false scandalous malicious and defamatory words following, that is to say, Mrs. Scott, meaning the said Hannah Scott) is a bad woman, meaning that the said Hannah Scott was an unchaste woman (I) meaning the said defendant) have had intercourse, meaning sexual intercourse, with her, meaning the said Hannah Scott

And afterwards, to wit, on the day and year last aforesaid at the county aforesaid in a certain other discourse which the defendant then and there had in the presence and hearing of diverse other persons, he the defendant further contriving and intending as aforesaid, then and there in the presence and hearing of the said last mentioned persons, falsely and maliciously spoke and published of and concerning the said Hannah Scott these other false, scandalous malicious and defamatory words following, that is to say, She, meaning the said Hannah Scott tempted me) meaning the said defendant) meaning that she the said Hannah Scott, tempted him the said defendant to have sexual intercourse with her the said Hannah Scott) and I) meaning the defendant, was not like Joseph, but yielded to her temptation, with this that the plaintiff will verify that the defendant thereby then and there meant to insinuate and have it understood by the said diverse persons in whose presence and hearing the said last mentioned words were spoken by the defendant as aforesaid, that the said Hannah Scott was an unchaste woman, and that the said defendant had, had sexual intercourse with her the said Hannah Scott, and so the said diverse persons in whose presence and hearing the said last mentioned words were spoken by the defendant as aforesaid, then and there understood the said words, to wit at the County aforesaid. And afterwards to wit at the first

day of November A.D. 1850. at Union County aforesaid. in a certain other discourse which the said defendant then and there had in the presence and hearing of diverse other persons of and concerning the said Hannah Scott and of and concerning the said defendant having been expelled from the Presbyterian Church on a charge of adultery, the said defendant further contriving and intending as aforesaid then and there in the presence and hearing of those persons, falsely and maliciously spoke and published of and concerning the said Hannah Scott, these other false scandalous, malicious and defamatory words following, that is to say, she, meaning the said Hannah Scott, is as guilty as I, meaning the defendant) am, meaning that the said Hannah Scott was as guilty of adultery as he the defendant was) "the charge", meaning the said charge of adultery) for which I, meaning the defendant, was expelled from the Church) meaning the said Presbyterian Church) is but the one half of which. I) meaning the defendant) am guilty, I, meaning the defendant) have been guilty of the same (meaning adultery) with Mrs Scott) meaning the said Hannah Scott. (She) meaning the said Hannah Scott) is a bad woman) She meaning the said Hannah Scott) held out inducements to me (meaning the defendant, and tempted me again meaning the defendant) and I) again meaning the defendant) was not like Joseph) but I) again meaning the defendant) yielded to her) meaning the said Hannah Scott's temptations, meaning that the said Hannah Scott had held out inducements to him and tempted him the said defendant to have sexual intercourse with her the said Hannah Scott. and that he the said defendant had yielded to such inducements and temptations, and had had sexual intercourse with the said Hannah Scott.

By means of the committing of which said grievances by the defendant, the plaintiff ~~Hannah Scott~~ hath been and is greatly injured in her good name credit and reputation, and brought into public scandal and disgrace, and hath been and is shunned and avoided by diverse persons and

otherwise injured to wit at the County aforesaid. To the plaintiffs' damage of Five thousand dollars and therefore they bring their suit.

By Cole & Coates
their Attys.

Union Common Pleas

John Scott & wife

vs

James Kinkade

Praecipe for writ.

Filed June 26. 1857

D Kinkade for Clk

Cals & Costs

John Scott & wife
vs
James Kinkade

Court of Common Pleas

Please issue subpoena for the following witnesses in behalf of the Plaintiffs to wit, Thomas Lee Samuel Brown, Sculer Perkins Samuel Beck Sen. Ryan Gray, John Thompson, Henry Hess, John Bonnett, Amos Spergen and William Hamilton.

Dold & Roark
Atty's for Plaintiffs

To James Kinkade Jr Clerk of the Court of Common Pleas of Union County Ohio
Jan 26 AD 1851

Union Cent. Plan

Kirkpatrick

ads

Scott Judge

Plan

Filed - June 30. 1857

Jas Kirkpatrick per AK

James Kirkpatrick
adm
James Scott & Wife

Case.
Trespass Cont. Pleas
And the said Defendant by Charles Sinclair his Atty. Comes and defends the wrong and injury when &c: and says that he is not guilty of the said first pleaded grievances above laid to his Charge, or any or either of them or any part thereof, in manner and form as the said Plaintiff hath above thereof Complained against him: And of this he the said Defendant puts himself upon the Country &c

By Charles Sinclair
His Atty

John Scott Hope
vs
James Kirkpatrick
Bond for Costs

Filed August 6, 1857
Ja A Kirkpatrick clerk

Whereas, in the suit of John Scott and wife against James Kinkade in the Court of Common Pleas of Union County, the said Plaintiffs at the June Term of said Court A.D. 1851. were ruled to enter security for costs to the acceptance of the Clerk, in thirty days from the rising of the Court: Therefore I, James M Welsh do hereby acknowledge myself bail for said plaintiffs in the penal sum of One hundred dollars, to be levied of my goods and Chattels, lands and tenements in case the said Plaintiffs shall fail to pay all legal costs that may be adjudged against them in said suit

Witness my hand and seal this 8th day of August A.D. 1851.

J. M. Welsh (Seal)

Union Com Pleas

John Lewis & wife

vs

Samuel Kirkpatrick

Subpoena writ

Filed July 1. 1851

Phil Rudolph Clerk

Served this Writ June 27th 1851 by Reading to the
Worthin named Thomas Lee Samuel Brown
Lewis Perkins Samuel Beck see Ryon Gray
John Thompson John Bonnett Amos Spagen

the worthin named William Chambleton and
Henry Hess not found

July 1st 1851 Fees Mileage 40
Serv 1.00
$1.40

William McMahon Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Thomas Lee, Samuel Brown, Sculler Perkins, Samuel Beck sen, Ryon Gray, John Thompson, Henry Hess, John Bonnett, Amos Spurgin, and William Hamilton

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 third day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John Scott & wife

in a certain controversy in said Court depending, wherein John Scott & wife

— are Plaintiffs, and James Kinkade

— 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 26th day of June A. D., 1857

James Kinkade Jr Clerk.

John Scott & wife
vs
Jas Kinkad

Clks fees
James Kinkade $4.92
James Turner $9 41
Shff
Wm C Malin $5 34
13 80
$33.47

Witnesses
Amos Spurgen 0 75
William Hamilton 2.75
Samuel Beck $1.50
Ryan Gray 1 80
John Thompson 1 80
Thomas Scott 1 90
C S Hamilton 1.50
Henry Hess 1.50
13.80

Union Common Pleas

John Scott & wife
vs
James Kinkade

Summons In Case

"Suit brought to recover damages for Slanderous words Spoken by Defendant, on or about the first day of November A.D. 1850 of and concerning the said Hannah Scott. Damages Claimed Two thousand dollars.

Cole & Coats attys for Pltffs."

Filed Nov. 30th 1850
James Kinkade Jr Clerk

Served the Ord't by leaving at the Residence of the Def't in Named James Kinkade a certified copy of this Ord't November 30th 1850

McKinn & Mahin Shrff

Fees Mileage 30
Serv's 35
Copy 15 80

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James Kinkade

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto John Scott and Hannah Scott, his wife

in a plea of Case

damages Two thousand dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 29th day of November A. D., 1850

James Kinkade Jr Clerk.

John Scott.
Administrator of
Hannah Scott, dec
vs

James Hunkade
James Abrahams

Sub u Claimy

Filed July 28 1853
James Linn Clerk

Received this writ of Execution 14th July 1853
Levied this writ by taking all the right title and interest of James Hunkade in certain Copy of Mortgage bearing date 18th 1853 Hunkade executed to James Abrahams and recorded in the Recorder's office of Sacramento County at Book A of Mortgages page 55 and Attachment Returnable 16th 1853
Sheriff's costs

Levy	55
Mileage	50
Copies	50
Poundage	5
	$1.20

William G. Mason Sheriff

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon James Kinkade & James Abrahams

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them by John Scott Administrator of Hannah Scott deceased

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ

Witness JAMES TURNER, Clerk of said Court at Marysville, the 19th day of February A. D. 1853

James Turner Clerk of Common Pleas.

Filed Nov 11 1852

James Lynn Clerk

John Sutton
vs
James Rankeat

Issue a Subpoena for Henry
Nest — nothing for Pltff in this
case

Nov 11. 1852

Coale & Coats Atty

John Scott admr of
Hannah Scott decd
vs
James Kirkpatrick
Case for hire

Filed Nov 9 1852
James Lynn Clerk

Served this writ by reading to
Cornelius Hamilton Nov 10th 1852.
Served by reading to Brian Spry
and John Thompson Nov 10th 1852

Served this writ by reading to William Humbertson
November 11th 1852 the balance of the within
named persons not served because the case
was continued

Fees Milage 75
Serv 50
$1 25

William G. Wilson Sh

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Samuel Beck, Ryan Gray, John Thompson Henry Hess, James Smith John Bonnett, William Hamilton, Thos. Scott and Cornelius S. Hamilton

to be and appear before the Honorable, the Judge 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~~ To testify and the truth to speak on behalf of the plaintiff in a certain controversy in said Court depending, wherein John Scott administrator of Hannah Scott decd is Plaintiff, and James Kinkade is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 10th day of November A. D. 1852

James Turner

Clerk.

Union Com. Pleas

John Scott Admr

vs

James Rinkade

Dec for Vit

Filed Nov 10 1852

James Turner Clerk

John Scott Administrator
of Hannah Scott Dec'd
vs
James Kinkade

Union Com. Pleas

Please issue subpoena for Samuel Beck, Ryon Gray, John Thompson, Henry Hess, James Smith, John Bonnett, William Hamilton, Thos Scott and Cornelius Hamilton, Witnesses in behalf of Plffs.

To the Clerk of the Court of Common Pleas of Union County Ohio
Nov 10th 1862

Cole & Coates & Curry Attys for Plffs

John Scott
vs
James Kirkwood

Debt for rent

Filed Nov 11 1852
James Dunn Clerk

Dress 4 reams To Henry Ness Stamps 14 cts
Fees Attach 5
Fees $\frac{12}{14}$

William A. Allen Atty

1

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Henry Hess

to be and appear before the Honorable, the Judge 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 the Plaintiff in a certain controversy in said Court depending, wherein John Scott Adams is Plaintiff, and James Kinkade is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 11th day of November A. D. 1852

James Turner Clerk.

Civil/Domestic Case File

Case No. 1850-CV-0065

No. 50-CV-65

Union Common Pleas Court.

Thos. A. M. McDowell
Plaintiff,

AGAINST

Ruben Westlake et al
Defendant.

NOV TERM. 1853

JUD'G V & PLAINT'F

JUD'G V & PLAINT'F

Journal 5 Page 283 153

Record No. No Record. Page

Ex. Doc. A Page -

Law No 9

John Hadley & Ulem

Thomas & Archibald McGlone

~~Recto Rod~~

~~Joseph Triplet & Rollstock~~

Mary Jane Westlake

~~& Others~~

cost bill

hand p 146

Nov 7/52 Nonsuit

John Sloe Enden
Archibald & Thomas
McDowle
v
Richard Roe
Joseph Triplett
& Robert Stout

Filed December 18. 1850
James Kinkade for Clerk

Received this Writ November 29th 1850 Virginia Co.
Service Triplett in possession of the premises
Robert Stout & Joseph Triplett tenants in possession of the premises
In the within declaration mentioned on a part thereof at a true
copy of the within declaration and notice and at the same time
acquainted the said Robert Stout with the
true intent and meaning of said declaration and notice
Fees Mileage 20
Service 50
Copying 20
$2.70
William C. Mabin Sheriff

Joseph Triplett and Robert Stout

Mr. Joseph Triplett

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

Dated this 20 day of November A. D. 1850 RICHARD ROE.

STATE OF OHIO, } COURT OF COMMON PLEAS,
~~Franklin~~ Union county, ss. } Spring Term, A. D. 1857.

John Doe complains of Richard Roe, for that Archibald McDowell and Thomas McDowell on the first day of July in the year of our Lord one thousand eight hundred and fifty at ~~Franklin~~ Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Survey Number 1913 in the Virginia Military District

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, four hundred acres of arable land, four hundred acres of meadow land four hundred acres of pasture land, four hundred acres of wood land, four hundred acres of land covered with water, and four hundred acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union. To have and to hold the same to the said John, from the first day of July in the year aforesaid, for and during the term of forty years, thence next ensuing: And also for that Archibald McDowell on the first day of July in the year of our Lord one thousand eight hundred and forty nine at the county of ~~Franklin~~ Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, four hundred acres of arable land, four hundred acres of meadow land, four hundred acres of pasture land, four hundred acres of wood land, four hundred acres of land covered with water, and four hundred acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union; to have and to hold the same to the said John, from the first day of July in the year aforesaid, for and during the term of forty years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed, the said Richard, afterwards, to wit, on the second day of July in the year of our Lord one thousand eight hundred and fifty with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage one hundred dollars.

And therefore he sues, &c.

Swan & Andrews
for Plff

Union C.P.

Johnston Lyons
Thos. Smith Mellowes
vs
Mary Ann Wallace
Writ

Sup. for writs

Filed Sept. 29. 1851
A. Nicholas for Clerk

Since this writ by Reading to each of the within named persons Sept 29th 1851

Mileage 20
fees 25

Wm. Wallace Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Mary Gregg & Josiah Westlake

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 Third day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Mary Jane Westlake et als. in a certain controversy in said Court depending, wherein John Doe Ex Dem Thomas & Archibald McSlowd is Plaintiff, and Mary Jane Westlake et als are Defendants; 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 24th day of Septr A. D., 1857

James Kinkade Jr Clerk.

M C Glowells

vs

Mary A Wattlake et al

Filed Septr 24. 1857
J Kirkada pr clerk

John Doe Ex Dem
Archebald McDowel etal
vs
Mary A Westlake
Elizabeth Westlake
Reuben S Westlake

In Ejectment

To the Clerk of the Court of Common pleas Issue a Supoena for the following witnesses for Defendants
Mary Gregg & Josiah Westlake Sept 24, 1857

R Belcher Atty
for Defendants

John Doe in dem
of Archibald McDon
ld

vs

Mary Jane Elizab
eth & Ruben Westbr

Filed July 5. 1851
J Kinkade Jr clerk

by Blackburn
Alexfor defendts

John Doe on demise
of Archibald McDonel
vs
Mary Jane Westlake
Elizabet Westlake and
Ruben P Westlake

In Ejectment

And the said Mary Jane Westlake Elizabet Westlake and Ruben P Westlake comes and confesses the lease entry and ouster in the said declaration mentioned, and admits himself to be in possession of the premises in the said declaration mentioned and for plea says that they are not guilty of the trespass and ejectment in the said declaration alledged against them, and of this they put themself upon the country and the said John Doe doth the like

by Whelan & Gunn
Atty for defendants