Civil/Domestic Case File

Case No. 1851-CV-0001

Civil/Domestic Case

1851-CV-0001

located with

District Court Case

1852-DC-0014

Civil/Domestic Case File

Case No. 1851-CV-0002

No. 51-CV-2

Union Common Pleas Court.

Rowe & Murphy
Plaintiff,

AGAINST

Jacob Reid
Defendant.

NOV TERM 1852

JUDGMENT VS DEFENDANT
$124 12

Journal 5 Page 147
Record No. 6 Page 230
Ex. Doc. A Page 245

Law No. ~~20~~ ~~16~~ 11

Rowe & Sherfey

vs

Jacob Reed

Writ bill Mandamus

Recorded

Union Com Pleas

Rowe & Hunter
vs
Jacob Reel

Praecipe &
Affidavit

Filed February 13. 1857
James Wintrode jr Clerk

Stanton & Allison

George Rowe and Bradford R Durfee late partners under the firm of Rowe & Durfee
vs
Jacob Reed

The State of Ohio Union County ss
Court of Common Pleas
In Assumpsit
Damages $500.00

The Clerk of said Court will issue a Capias Correspondendum to the Shff of said County against the Deft returnable at next Term: and enclose said Writ but by the Pltffs to recover from the Deft the sum of $500. for legal services Also to recover the sum of $10. for services in going to Essex in said County and effecting settlement of business between Blue & Keeler & Defts against (he being the guarantor of said Blue;) Also to recover the sum of $100. for Counsel retainer commencing suit examining papers drawing and filing Declaration in Case for fraud, in the Court of Common Pleas of Marion County Ohio vs Thomas M Sloan, and for services in said case whereby said Deft was enabled to effect an advantageous settlement of said Case and of his affairs with said Sloan and to recover the sum of $13.20 interest now due on said items Also to recover the sum of $500. for the price and value of work & labor & materials found and upon other Common Counts.

Hold to Bail in the sum of $246.40

Feby 7th 1851

Stanton & Allison
Attys for Plaintiffs

The State of Ohio Marion County ss
Bradford R Durfee of the above named late firm of Rowe & Durfee Pltffs makes

Solemn oath, and says that the above named Jacob Reed, Deft is justly and truly indebted to the said late firm, Pltffs in the sum of One hundred and twenty three Dollars and twenty cents ($123,20) upon the items stated in the above praecipe.

And Affiant further make solemn oath and says that he has good reason to believe and does verily believe that the said Jacob Reed is about to remove his property out of the jurisdictions of the Court of Common Pleas of said County of Union That he verily believes that the said Jacob Reed has assigned removed or disposed of or is about to dispose of his property with intent to defraud his creditors. That he verily believes that the said Jacob Reed is about to remove his person out of the State of Ohio with intent thereby to defraud his creditors. That he verily believes that the said Jacob Reed has converted his property into money for the purpose of placing it beyond the reach of his creditors.

Bradford R Dimpe.

Sworn to and subscribed before me T J Anderson one of the Associate Judges of the Court of Common Pleas within & for the County of Marion and State of Ohio This 7th day of February A.D. 1864.

T. J. Anderson

Associate Judge

Jacob Ruedi
a/c $123,20

Filed February 13. 1857
James Kintrade for Clerk

Jacob Reed

To the late law firm of Rowe & Dunn Dr

Sept. 9th 1848. To Services in going to Essex in Union County Ohio and effecting Settlement of business between Blue & Keeler at the request of Sd. Reed he being the friend of Sd. Blue $10.00

Nov. 24th " To Counsel retainer commencing suit examining papers drawing & filing Declaration and Services whereby an advantageous Settlement, to Sd. Reed, was effected in his suit vs Thomas M. Sloan in the Court of Common Pleas of Marion County Ohio, in Case for fraud practiced by Sd. Sloan in the sale of a Stock of goods &c to Sd. Reed $100.00

Feb 7/51 To Int on said Sum to date 13.20

$123.20

Union Common Pleas

Rowe & Dufer late
Partners &c
v
Jacob Reed

Copy of Bail Bond

Filed February 15, 1857
James Kinkade Jr Clerk

3

Know all men by these Presents that We Jacob Reed John Cassil and LeMonte Eckert are held and firmly bound unto William C Malin Sheriff of the County of Union and State of Ohio in the sum of two Hundred and forty six dollars and forty cents to be Paid to the said Sheriff his Executors Administrators or assigns for which Payment well and truly to be made we do hearely Jointly and Severally bind our selves our heirs Executors Administrators Seald with our seals and dated this 15th day of February AD 1851

The Condition of the above obligation is such that if the above Bound Jacob Reed do Appear before the Court of Common Pleas of the County of Union at the Court House in said County on the first day of there next term or on the Succeeding day to answer to George Rowe and Bradford R Durfee late Partners under the late firm of Rowe & Durfee in a Plea of Assumpsit damages five hundred Dollars then this obligation to be void Otherwise in full force and virtue in Law

Jacob Reed (Seal)

LeMonte Eckert (Seal)

John Cassil (Seal)

I certify the above to be a true Copy of the original

William C Malin Sheriff

Jacob Reeds
Agreement —

Reed ought to
pay $30.00

A.

Have Simpe have Commenced Suit for me
in Marion Common Pleas as Thomas M
Sloan for fraud in the sale of goods - Now
if the said Suit is settled I am to pay them
what is right for their Services - If the said
suit fails I am not to pay them any thing
for their Services - Only I am to refund the
Cash by them actually Expended in said Suit
And if I succeed in said Suit I am to
pay them a Liberal fee according to the
amount of the Judgment recovered in sd
Suit - - November 4th 1848.

Jacob Reed

Rowe & Dufee
vs
Jacob Reed

In Union County, Court of Common Pleas.

Depositions will be taken in this Case by the plaintiffs at the office of the Clerk of the Court of Common Pleas, in the Town of Marion, in the County of Marion and State of Ohio, on the 16th day of March A.D. 1852 between the hours of nine A.M. and nine P.M.

March 3rd 1852

Stanton & Allison Attys for Pltff -

We acknowledge service of the within, this 5th day of March A.D. 1859,

Cole & Coates
Attys for Defendant

Depositions of Witnesses taken in a Cause pending in the Court of Common Pleas of the County of Union and State of Ohio Wherein Rowe & Dunfee are Plaintiffs and Jacob Reed Defendant in pursuance of the Notice hereto attached

Charles L Holmes of lawful age being duly sworn deposes and says, that I am acquainted with Jacob Reed the Defendant in this case, That I am well acquainted with his hand writing. I saw him sign his name to paper frequently. and that the name of the said Jacob Reed signed to the Contract hereto attached and marked "A" is the genuine signature of the said Jacob Reed. Charles L Holmes

also at the same time & place came Thos M. Sloan of lawful age being first duly sworn, deposeth, & says, that I am well acquainted with Jacob Reed, & have seen him write frequently, & am well acquainted with his hand writing & his signature, to the agreement hereto attached & marked "A" is his genuine signature

Yes by ~~P~~

Please state whether you were prosecuted in the Court of Common Pleas of Marion County by Jacob Reed, and if so who was his Counsel, and what became of that suit, what you heard said Reed say about it, and what the effect of

that prosecution was upon the final arrangement between yourself & said Reed & what the benefit was to said Reed's

Answer.

There was a suit commenced by Jacob Reed against myself sometime in the year of 1848 — & that Rowe & Durfee were counsel for said Reed as said Reed informed me. said suit was settled by agreement between Reed & myself, said Reed was to pay all costs. said Reed stated to me that he supposed he would have to pay forty or fifty Dolls. as fees to Rowe & Durfee ~~in this case~~ If he Reed should settle the suit with me — said Reed told me that he commenced the suit for the purpose of getting settlement. which was told to me after settlement. — & deponent further says that said Reed was indebted to me upwards of three thousand Dollars. & I settled with said Reed & took one thousand Dollars — for the notes of said Reed then delivered up to him ~~in consequence of this suit~~

The commencement of said suit & other considerations. induced me to make the above settlement, by having one thousand Dollars secured to me & I now hold other claims against said Reed which did not constitute a part of said three thousand Dollars — deponent does not remember the exact amount said Reed owed him which was

taken into the settlement but think it was about three thousand Dollars.
~~was~~ Bradford R. Durfee & George Rowe, were partners in the practice of Law at the time said suit was prosecuted, under the name of Rowe & Durfee - & further this deponent says not

Thos. M. Sloan

Also at the same time & place came O. Bowen of lawful age who being first duly sworn as herein after certified, deposes & says. that I have knowledge of the parties & of this subject matter of the suit between Reid & Sloan & from my knowledge of the parties & of the differences between them respecting the subject matter of the suit & taking into consideration the termination of it & particularly the success of Reid, & which I understand was produced principally by the services (professionally) of Mess. Rowe & Durfee, I think a fee of three hundred dollars a moderate charge, & I think the services to Reid, rendered by Rowe & Durfee were worth that amount - & further this deponent says not.

O Bowen

The State of Ohio Marion County ss.

I, John E. Davids a Notary Public in and for said County and State aforesaid do hereby certify that the above named

Charles L. Holmes, Thomas M. Sloan and O. Bowen, were by me first duly sworn, to testify the truth, the whole truth & nothing but the truth, and that the foregoing Depositions by them respectively subscribed, were reduced to writing by me, except the Deposition of Charles L. Holmes which was reduced to writing by Peter Benbower Esq and were taken at the time and place specified in the inclosed notice.

In Testimony whereof I have hereto set my hand, and affixed my Seal Notarial at Marion Ohio, this 17th day of March A.D. One thousand Eight hundred & fifty Two.

John E. Davids
Notary Public

Witness fees.
Chas L. Holmes .50 pd by B R Durfee
Thos. M. Sloan .50 pd by B R Durfee
O Bowen .50 pd by B R Durfee
1.50

Jno E. Davids N. P. fees 0.75
for Seal .50
Rec'd my fees 1.25
of B. R Durfee 1.25
J E Davids N. P.

The Defendant excepts to this Deposition because 1st There was no interrogatories put to the first and second witness, 2d because parole Evidence of a Record was given instead of a certified copy of the Record,
& Because a certified transcript of the Record would be the best evidence in the case, 4th Because a Record can not be authenticated by parole proof.
5th Because the Record should be produced or a certified transcript, to show the relation, ~~the~~ or employment of said Plaintiffs as attorneys for Defendant

Cole Coats & Dunfee
Attys for Defendant

Union Common Pleas

Rowe & Sanford

vs

Jacob Reed

Assumpsit — Note

Filed May 19. 1857
S Kirkpatrick for Clerk

5+

Stanton & Allison

The State of Ohio } Court of Common Pleas.
Union County } ss. April Term A.D. 1851

George Rowe and Bradford R Surfee late partners under the law firm of Rowe & Surfee complains of Jacob Reed in a plea of Assumpsit. For that whereas the defendant on the 1st day of January A.D. 1851 at the County of Union aforesaid. was indebted to the plaintiffs in the sum of Five 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 Five hundred dollars for work and labour then and there done, and materials for the same provided, by the plaintiffs for the defendant, at his request:

And in Five hundred dollars for money then and there lent by the plaintiffs to the defendant at his request:

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

And in five hundred dollars, for money then and there received by the defendant, for the use of the plaintiffs:

And in five hundred dollars for money found to be due from the defendant to the plaintiffs, 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 plaintiffs to pay them the several moneys 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 plaintiffs of Five hundred dollars; and therefore they bring their suit &c.

By Stanton & Allison their Attys

Ruth I Jasper
vs
Jacob Reel

Motion to Judge
on Common Bail

Filed April 14, 1857
James Kirkpatrick Jr Clerk

47

Ruer & Durfee
vs
Jacob Reed

The defendant now comes and moves the Court to discharge the defendant on ~~Special bail~~ Common Bail. for the following reasons

1st The affidavit is not positive but merely states the belief of the affiant without giving any reasons upon which that belief is founded, as the law requires —

2d It does not appear that the affidavit was made before an officer.

Cole & Cual,
Attys for Deft.

3

Suit brot by the Pltff to recover from the Deft the sum of $500. for legal services, also to recover the sum of $10. for services in going to Essex in said County and effecting settlement of business between Blue & Keeler at Defts request (he being the guardian of said Blue) also to recover the sum of $100. for Counsel retainer commencing suit examining papers drawing and filing Declaration in Case for fraud in the Court of common pleas of Union County Ohio vs Thomas M Sloan, and for services in said case whereby said Deft was enabled to effect an advantageous settlement of said case and of his affairs with said Sloan and to recover the sum of $13.20 interest now due on said items also to recover the sum of $300. for the price and value of work & labor & materials found and upon other common counts

Hold to Bail in the sum of $246.40

Feby 7th 1851 Stanton & Allison

Amount sworn to $123.20 Attys for Plaintiffs

I am good for costs

Feby 13. 1851 James Livmor

Received this writ February 13th 1851

I have taken the body of the written named Jacob Reed the names of his Bail are Le Monte Eckert and John Cassie

I herewith return a copy of the bail bond February 15th 1851

Fees	Mileage	5
	Serv	35
	Bond	50
	Copy of Bond	20

$1.10 William C Maher Sheriff

Union Com Pleas

Rowe & Sturgis late partners &c vs Jacob Reed

In a plea of debt

Damages $500.00

Filed February 15. 1851

James M'Kade Clerk

2

The State of Ohio, Union County ss.

To the Sheriff of said County. Greeting

We command that you take Jacob Reed if he may be found in your Bailiwick 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 George Rowe and Bradford Murfee late partners under the late firm of Rowe & Murfee in a plea of Assumpsit, Damages $500.00: And have you then there this writ.

Witness James Kinkade jr Clerk of our said Court of Common Pleas at Marysville this 13th day of February A.D. 1857

James Kinkade jr Clerk

Union Common Pleas

Jacob Reed
adx
Rowe & Darpee

Filed June 25. 1851
Jas Kirkpatrick clerk

Coles Co Ills

Jacob Reed
vs
George Rowe &
Bradford R Durfee } Court of Common Pleas

And the said Jacob Reed comes and defends &c. and says that he did not assume and promise in manner and form as the said George Rowe and Bradford R Durfee have declared against him; and of this he puts himself upon the country; and the said George Rowe and Bradford R Durfee do the like.

By Cole & Coats
Attys for Defendants

Civil/Domestic Case File

Case No. 1851-CV-0003

No. 51-CV-3

Union Common Pleas Court.

John Morrison
Plaintiff,

AGAINST

Levi Phelps,
Defendant.

SEP TERM. 1851

Dismissed

Journal 5 Page 65

Record No. No Record Page

Ex. Doc. A Page 172

Law No. 26

John Monison

vs

Levi Phelps

Cost bill made

not recorded

John Morris
vs
Levi Phelps
L

Precipe for Summons
Assumpsit
Damages $500.00

Filed March 3. 1851
James Kirkpatrick for clerk

Cert Bill filed
No Record

J C Dougherty
Atty for Plaintiff

John Morrison } Assumpsit

vs

Levi Phelps } Damages $500.00

Issue a summons retinnable at the next Term, Indorse suit brought, upon a contract, for the renting of certain lands by the Defendant to the Plaintiff, also for the noncompliance of the Defendant, with his agreement, in renting to the Plaintiff the following different farms or lots of land to wit, The farm known as the Scott farm containing 65 acres of cleared land. The farm known as the Shue farm containing about 59 acres of cleared land The Robert Graham farm containing about 50 acres of cleared land. The Huffman farm containing about 59 acres of cleared land also the Kelsey farm ~~containing about~~ ~~about~~ for the sum of ten Dollars to wit the Defendant, rented to the Plaintiff for one year from the first day of April, 1854, which the said Defendant, agreed to let, the Plaintiff have possession of the said farms above named, for and in consideration of the sum of $150 cts per acre the above farms, lying and being in the Township of Paris County of Union Ohio, being in Surveys No's 3355 and 3553, also, which said lands or farms the said Defendant rented to other persons thereby preventing Plaintiff from taking possession thereof. Damages claimed as due $500,00

J C Doughty Atty
for Plaintiff

Union Com Pleas

John Monroe
vs
Levi Phelps

Filed March 3. 1857
Samuel Kirkpatrick Clk

"Suit brought upon a contract for the renting of certain Lands by the Defendant to the Plaintiff, also for the noncompliance of the defendant with his agreement in renting to the Plaintiff the following different farms or Lots of Land. to wit. the farm known as the Scott farm containing 65 acres of Cleared land The farm known as the Joseph Miner farm containing about 59 acres of cleared land The Robert Graham farm containing about 50 acres of clear land The Huffman farm containing about 59 acres of Cleared land also the Kilsey farm for the sum of ten dollars which the defendant rented to the Plaintiff for one year from the first day of April 1851. which the said defendant agreed to let the plaintiff have possession of the said farms above named for and in consideration of the sum of $150 cts per acre. the above farms lying and being in the Township of Paris County of Union Ohio, being in Survey No 3352. ~~also~~ a (3353) also which said lands or farms the said Defendant rented to other persons thereby preventing Plaintiff from taking possession thereof. Damages claimed as due $500.00.
I. C. Doughty atty for Plaintiff."

Received this writ March 3rd 1857

Served this writ by delivering a certified copy of this writ to the within named Levi Phelps March 3rd 1857

Fees Mileage 5
Serv 3 5
Copy 35 7,5

William C Malin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Levi Phelps

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 Morrison

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 30 day of March A. D., 1851

James Kinkade jr Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0004

No. 51-CW-4

Union Common Pleas Court.

O W Hamer
Plaintiff,

AGAINST

James S Alexander
Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT
$1/24 20

Journal 5 Page 43

Record No. 6 Page 101

Ex. Doc. Page

O D Hamer
v
J C Alexander

Assumpsit

Debt –

Precipe for
Summons

Filed March 7th 1851
James Kirkpatrick Jr clerk

J C Dougherty
atty for plaintiff

C. L. Hamer } In Deb.
in
J. G. Alexander }

Debt $112,35 cts

~~Damages~~

Damages $50.00

Issue a Summons returnable at next Term of Court, Indorse Suit brought to recover $112.35 cts. of a Judgement on Record in Union Common pleas, August Term A.D. 1849. Also for goods sold & delivered Money had and received, Work & Labor &c. Damages &c

$50.00

J. C. Dougherty
for Plaintiff

Fr James Pinkerton
Clerk of U. C. pleas
March 7 1851

Union Com. Pleas

O. D. Hamer
vs
J. S. Alexander

"Suit brought to recover $112.35 of a judgment on record in Union Common Pleas. August Term A.D. 1849. Also for goods sold, and delivered money had and received, work and labor done Damages due $50.00.
L. C. Doughty atty for Plaintiff"

Filed March 8. 1857
Ja. Kinkade Jr Clerk

Recorded

Received this Writ March 7th 1857
Served this Writ by delivering to James
J. Alexander a certified copy of this Writ March 8th 1857
Fees Mileage 5
Serv. 35
Copy 20
0.60 Milliam G. Mallis Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon J. S. 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, to answer unto

O. D. Hamer

in a plea of Debt. Debt. One hundred & twelve dollars and thirty five cents — damages fifty dollars —

and have you then there this writ.

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

the 7th day of March A. D., 1851

James Kinkade Jr Clerk.

C. D. Hamer
vs
J. W. Alexander

Declaration

Filed May 29. 1857
James Kirkwood for Clerk

Cost Bill made
Record
Recorded

He bought, and
Carry atty
on plaintiff

State of Ohio } Union Common pleas
Union County } April Term AD 1851.

O D Hamer Complains of J S Alexander in a plea of debt for that whereas the said J C Willson by the Consideration of the Court of common pleas held within and for the County of Union And State of Ohio On the sixteenth day of August at the August Term of said Court AD 1849 recovered Judgement against J S Alexander And O D Hamer for the sum of One hundred and twelve Dollars and thirty five cents damages and costs of suit as by the record thereof now remaining in said Court appears and which said Judgement is in full force and not reversed annulled or satisfied, And the said O D Hamer avers that he has paid the said Judgement of One hundred and twelve Dollars and thirty five cents ~~to~~ and costs to the said J C Willson for the said J S Alexander at his request And also for that, whereas the said J C Willson by the consideration of the Court of common pleas held within and for the County of Union And state of Ohio on the 16th day of August AD 1849 recovered Judgement against J S Alexander and O D Hamer for the sum of One hundred and twelve Dollars and thirty five cents, and costs of suit, which said Judgement, was entered, against the said J S Alexand and the said O D Hamer upon a certain ~~No~~ Promissory Note of hand given Jointly wherein the said O D Hamer was security for the said J S Alexander, And the said O D Hamer avers that he hath paid said Sum of One hundred and twelve Dollars and thirty five cents and Costs for the said J S Alexander at his request, and the said O D Hamer hath often requested the said J S Alexander to pay the said Judgement of One hundred and twelve Dollars and thirty cents yet he hath never paid said Judgement Nor any part thereof,
And also for that whereas the said James S Alexander, on the first day April AD 1851, at the County of Union and state of Ohio was indebted to the said O D Hamer in One hundred and twelve Dollars and thirty five cents for the price and value of goods then and there bargained and sold by the Plaintiff to the Defendant at his Request.

and in One hundred and twelve Dollars and Thirty five Cents for money then and there paid by the Plaintiff for the use of the Defendant at his request, And whereas the Defendant afterwards on the second day of April AD 1851 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 not paid~~ hath disregarded his promises and hath not paid the several sums of money nor either of them nor any part thereof to the damage of the Plaintiff Fifty Dollars and thereupon he brings suit

by J. C. Doughty and C. Curry
his attys.

Law No. 27

O. D. Hamer

vs

James A. Alexander

Aug. 16. 1869.

Judgt $112.35

12.35

Jan. 15. 1880 int. 124.70

mon. by atty. 8.88

133.58

Cost Bill made

Record

Recorded

Docket A 6 D

O. D. Hames
vs
James S. Alexander

Debt $124.70
Damages 8.88
Costs 4.08
Exer .41

Received this writ Sept 6th 1857
no goods or chattles found to levy on to levy
Sept 30th 1857
Fees Mileage 5
Levy 35
40
William L. Martin Sheriff

Filed Sept 5. 1857

Filed Septr 30. 1857
Jas Kirkadw p clerk

Recorded

Ile Sloughter atty 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 30th day of June A. D. 1857 O. D. Hamer recovered against James S. Alexander as well as the sum of One hundred Twenty four dollars and Seventy cents for his debt, as the sum of Eight dollars and Eighty eight cents, for his — damages; as also the sum of $ 4.08 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said James S. Alexander you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the ~~fifth~~ Second day of July A. D. 1857 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 O. D. Hamer

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

Witness JAMES KINKADE, Jr., Clerk of said Court, at th Court House aforesaid, this 6th day o September A. D., 1857

James Kinkade jr Clerk

Docket A. 62

O. H. Farmer
vs
James S. Alexander

Debt $124.70
Damages 8.88
Costs 4.08
Increase .81
This writ .41

Filed April 6 1852
James Dunn Clerk

L. L. Slaughter atty for Plff
Entered

Received this writ December 1st 1852
No goods or chattels
Lands or tenements found whereon to Levy
April 6th 1852

Fees Mileage 5-
Serv 35-
40

W. L. 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 30th day of June A. D. 1857 O. D. Hamer recovered against James S. Alexander as well as the sum of One hundred & Twenty four dollars and Seventy cents for his debt, as the sum of Eight dollars and Eighty eight cents, for his damages; as also the sum of $ 4,08 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, as you have heretofore been commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said James S. Alexander you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the Second day of July A. D. 1851 until paid; also the sum of $ .81 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said O. D. Hamer

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 December A. D., 1851

James Kinkade Jr Clerk.

D. A 62

O D Hamer
vs

James S Alexander

Debt	$124.70
Damages	8.88
Costs	4.08
increas costs	2.35
This suit	.73

Filed April 13th 1854
James Turner Clerk

J C Langley
Atty for Pltff

Received this writ Feb 23 1854
Returned by order of Plaintiff attorney
April 12th 1854

Fees Mileage 5
Serv 38 5
Ret 38

Wm Wilson Shff

Turner, Cassil, and Pollock Printers, Union Journal Office, Marysville.

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 2d day of July A.D. 1851

O. L. Hamer

recovered against James S Alexander

as well as the sum of one hundred & Twenty four dollars and Seventy cents for his debt, as the sum of Eight dollars and Eighty Eight cents, for his damages; as also the sum of $4.08 for his cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 2nd day of July A. D. 1857 until paid; also the sum of $2.35 the costs of increase on said Judgement, 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~~ make due return of this 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 aforesaid, this 23rd day of February A. D., 1854

James Turner Clerk.

No. 69

C. D. Manes
vs
James Stephenson

Debt $194.40
Damages 5.55
Costs 4.05
Execution costs 1.60
Mis Writ .35

Filed June 24 1853
James Linn Clerk

Received this writ May 6th 1853
Returned by order of Plaintiff Attorney
June 23d 1853

Fees Milage 5
Levis 35
40

William B. Mulin Sheriff

Turner, Cassil, and Pollock Printers, Union Journal Office, Marysville.

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF Said COUNTY, GREETING:

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 2th day of July A. D. 1851

O. D. Hamer

recovered against James S Alexander

as well as the sum of one hundred Twenty four dollars and Seventy cents for his debt, as the sum of Eight dollars and Eighty Eight cents, for his damages; as also the sum of $4.08 for his cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 2th day of July A. D. 1851 until paid; also the sum of $1.62 the costs of increase on said Judgement, 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 O. D. Hamer

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this 6th day of May A. D., 1853

James Turner Clerk.

D. A. 62

C. D. Hamer

vs

James S Alexander

Debt	$124.70
Damages	8.88
Costs	4.08
Increase cost	3.66
This writ	.73

~~Plaintiff~~

Filed June 20 1854
James Lum Clerk

Recorded

Interest 2114

J C Dougherty
Atty for Plff

Received this writ May 18th 1854
Levied May 24 upon Nineteen Barrels of flour and one
Cornelius Mason, one Bay Horse and one Bussy
The 19 Barrels of flour has Released by order of Plff Atty
Attorney for the Plaintiff May 25th 1854

This Execution satisfied in full Lee & Attorney
Receipt on this Execution Costs all Sen'l to
Clerk June 20th 1854 William R. Murphy Shff

Received the within Execution
in full, on this Execution Defendants
Land Lot 19 acres Collins, and Quantum
Costs
J. B. Daughtry for
Lee & Daughtry
Attorneys

26.9.5

Turner, Cassil, and Pollock Printers, Union Journal Office, Marysville.

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF Said COUNTY, GREETING:

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 2th day of July A. D. 1857

O. D. Warner

recovered against James S Alexander

as well as the sum of one hundred & Twenty four dollars and Seventy cents for his debt, as the sum of Eight dollars and Eighty Eight cents, for his damages; as also the sum of $ 4.08 for his cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 2 u day of July A. D. 1857 until paid; also the sum of $ 3. 36 the costs of increase on said Judgement, 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~~ 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 aforesaid, this 18 th day of May A. D., 1854

James Turner Clerk.

C D Adams
L A Alexander

precept for
Execution

1355
50
235

Filed July 23 1857

James Lynch

C Dougherty
for Plaintiff

O D Hamer
vs
J S Alexander

In Union Common Pleas.
In judgement

Issue an execution in the above case,

J. C Doughty atty
for Plaintiff

To James Irwin Clerk
of Union Common pleas.
Feb 23d 1874

O L Hamer
vs
James Stewart

In Judgement

Fieri Fac Execution

Filed May 6 1853
James Turner Clerk

C. S. Hamer
vs
James Alexander

In Tuscarawas Common Pleas in Judgement
July Term AD 1851 Judgment $124.70 cts
Damages $8.58 cts

Execution in the above case.

To James Hamer
Clerk of Com. Pleas

J. C. Dougherty atty
for Plaintiff

May 9th 1856.

P D Hamm
vs
J S Alexand

Pre for
Executor

Filed Dec 1. 1851
D S Rickard for Pl

J. G Dougherty Atty
for Plaintiffs

D Hamer
J S Allande } In Judgement
In Common
pleas -

Issue an execution
in the above case

J C Dougherty
Attorney for
Plaintiff

Ds James Rinkade -
Clerk of C-Com
pleas
December 1 - 1857

O. D. Hanna
v
J. C. Alexander

precipe for
Execution

Filed Sept 5th 1851
Jas Kirkpatrick Clerk

J. C. Dougherty
Atty for Plaintiff

O. D. Horner
vs
James S. Alexander

In Union Comm Pleas. In Judgement

Issue an execution in the above.

J. C. Dayton
Atty for Plaintiff

Ds. James Brinkoe
Clerk of U. C. Pleas
Sept. 5th 1854

Civil/Domestic Case File

Case No. 1851-CV-0005

No. 51-CW-5

Union Common Pleas Court.

James & John Smith
Plaintiff,

AGAINST

William Sudduth
Defendant.

JUN TERM, 1851

JUDGMENT VS DEFENDANT
$103 00

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Law No. 28

James & John Smith

vs

William Sudduth

Dest Bill made

Record

Recorded

Union Com Plea

James [redacted] & John Smith

vs

William Siddeth

Presn ass

Filed March 10. 1807
D Kuckace pr clerk

J. C. Dunlap Atty
pr plaintiffs

James and John Smith } Assumpsit Damages $120.00
vs
William Suddeth } Issue a Summons. Returnable at Next Term, Indorse, suit brought on Note of hand given by Defendant to Plaintiffs or order for One hundred Dollars. Dated April 9th 1850. payable on or before 25th of December 1850. also. for goods sold and delivered. Money had and received.

To James Renkade Clerk of Union Common pleas.
March 10th 1851.

J. C. Dought atty for Plaintiffs

2/

Union Common Pleas

James And John Smith

vs

William Sudduth

Filed March 26. 1851
Ja Kirkpatrick Jr clerk

"Suit brought on note of hand given by defendant to plaintiffs or order. for One hundred dollars. dated April 9th 1850 payable on or before 25th of December 1850. also for goods sold and delivered. money had and received.

Ile Slought atty for Plaintiffs"

Recorded

Received this writ March 10th 1851
Served this writ March 25th 1851 by delivering
to the within named William Sudduth a certified
copy of this writ

Fees Mileage 60
Serving 35
Copy 20
$1.15

William C. Mahin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon William Sudduth

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 and John Smith

in a plea of Assumpsit

damages One hundred & twenty dollars

and have you then there this writ.

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

the 10th day of March A. D., 1851

James Kinkade Jr Clerk.

James and John Smith
vs
William Sudduth

Assumpsit
Declaration

Filed May 10. 1857
James Kirkwade p Clerk

Cost Bill made
Record
Recorded

J C Dougherty
Atty for Plaintiff

~~State of Ohio~~ Union County ss

Court of Common Pleas. April Term A D 1851.

James Smith and John Smith, Complains of William Sudduth, in a plea of Assumpsit. For that whereas the said William Sudduth on the 9th day of April (1850) at the County of Union and State of Ohio made his promisory Note in writing and delivered, the same, to the said James Smith and John Smith. And thereby promised, to pay to the said James Smith and John Smith or order One hundred Dollars on or before the 25th day of December eighteen hundred and fifty, after the Date thereof which period has now elapsed And the said William Sudduth, then and there in consideration of the premises promised to pay the amount of the said Note, to the said James Smith and John Smith according to the tenor and effect thereof. And also for that ~~the said~~ whereas the said William Sudduth on the 9th day of April 1850. at the County of Union and State of Ohio. made his certain other promisory Note in writing and delivered the same to the said James and John Smith and thereby promised to pay to the said James and John Smith or order ~~the~~ One hundred Dollars on or before the 25th day of December 1850. after the date thereof, which period has now elapsed And the said William Sudduth, then and there in consideration of the premises promised to pay the amount of said Note to the said James and John Smith according to the tenor and effect, thereof. And also for that whereas the said William Sudduth on the 26th day of December 1850. at the County of Union and State of Ohio was indebted, to the said James and John Smith in One hundred and twenty 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 hundred and twenty Dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the Defendant at his Request

And in One hundred and twenty Dollars

for the price and value of work then and there done and materials for the same provided by the Plaintiffs for the Defendant at his Request. And in One hundred and twenty Dollars for money then and there lent by the Plaintiffs to to the Defendant at his request. And in one hundred and twenty Dollars for money then and there paid by the Plaintiffs for the use of the Defendant at his request. And in One hundred and twenty Dollars for Money found due from the Defendant to the Plaintiffs ~~on~~ on account then and there stated between them And whereas the Defendant afterwards on the 28th day of December 1840. in consideration of the premises then and there promised to pay the last mentioned several sums of money to the Plaintiffs on request yet he hath disregarded his promises and hath not paid the several sums of money nor either of them nor any part thereof to the damage of Plaintiffs One hundred and twenty Dollars Whereupon they bring Suit,

By J C Doughty atty
for Plaintiffs

Civil/Domestic Case File

Case No. 1851-CV-0006

No. 51-CV-6

Union Common Pleas Court.

James Fulver
Plaintiff,

AGAINST

John Canada
Defendant.

APR TERM. 1851

Settled

Journal 6 Page 60

Record No. No Record Page

Ex. Doc. 4 Page 3

Law No 30

James Carlver
vs
John Canada

Cost Bill made
No Record

Hon Com Pleas

James Culver
vs
John Canada

Pltf & aff in Replevin

Filed March 31st 1857
James Kirkpatrick for clerk

James Culver vs John Canada } In Replevin Damages One hundred and fifty Dollars — $150,00

Issue a writ of Replevin for the following goods and chattels to wit —
One three year old Steer mostly Red with white in the face and some white on the Back-tail and under the belly ——
One three year old Steer of mixed colors Brown and white mostly white ——
One pale Brown three year old Steer with some white in the face and on the back and tail — — — —
One red three year old Steer with the Switch of the tail white and some white on the Brisket — — —
One Brindle three year Steer — — —
One Spotted three year old Steer Brown about the Head Body mostly white
One three year old mixed colored pale Heifer giving milk greater part white —
One three year old Heifer principally white with some gray on the sides and Brown Ears supposed to be with Calf —
One three year old Deep Red Heifer —
One three year old pale yellow Mealy Heifer face mostly white supposed to be with Calf — — — — —
One Brown and white Brockle faced three year old Heifer giving milk —
One deep red Three year old Heifer giving milk — — — —
One Dun Colored Heifer Calf mixed with white color
One Small Heifer Calf of a Bull and mixed color
One Small red Bull Calf with some white spots — — —

J. A. Prague
To the Clerk of Limon Com Pleas } Attorney for Plaintiff

The above named James Culver makes oath and says that he has good right to the possession of the goods and chattels described in the above precipe. That the same are wrongfully detained by the said John Carnes. That the said goods and chattels were not taken in Execution on any Judgment against the said James Culver 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 James Culver

James Culver

Sworn to and subscribed before me this 31st day of March A.D. 1851.

James Kirkpatrick Jr Clerk of Union Com Pleas.

Union Com Pleas

James Culver
vs
John Canada

Writ of Replevin

Filed Apl 1. 1857
S Kirkpatrick Jr clerk

Received this writ March 31st 1857
Returned by order of the Plaintiff
I levied on the Property
Retained My fees Lines $1.50
W. Mulvin Sheriff

The State of Ohio Union County, SS.

To the Sheriff of Union County Greeting:

We command you, that without delay you cause to be replevied unto James Culver, the goods and chattels following to wit, One three year old steer mostly Red with white in the face and some white on the back tail and under the belly, One three year old steer of mixed colors brown and white mostly white, One pale brown three year old steer with some white in the face and on the back and tail. One red three year old steer with the switch of the tail white and some white on the brisket, One brindle three year steer, One spotted three year old steer brown about the head body mostly white, One three year old mixed colered pale heifer giving milk greater part white, One three year old heifer principally white with some gray on the sides and brown ears supposed to be with calf, One three year old deep red heifer, One three year old pale yellow Muly heifer face mostly white supposed to be with calf, One brown and white brockle faced three year old heifer giving milk, One deep red three year old heifer giving milk, One dun colored heifer calf mixed with white, One small heifer calf of a dun and mixed color, One small red bull calf with some white spots, which John Canada wrongfully detains from the said James Culver, as is said; and also that you summon the said John Canada 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 James Culver, for the unlawful

detention of the goods and chattels aforesaid. damages One hundred and fifty dollars and have you then there this writ.

Witness James Kirkade Jr clerk of said Court at Manyville this 31st day of March A.D. 1851.

James Kirkade Jr Clerk

Civil/Domestic Case File

Case No. 1851-CV-0007

No. 51-CW-7

Union Common Pleas Court.

Andrew D. Kendrick
Plaintiff,

AGAINST

Miles H. Hadkamp,
Defendant.

JUN TERM. 1852

Dismissed

Journal J Page 103

Record No. No Record. Page

Ex. Doc. A Page 191

Law No. ~~52~~ ~~14~~ 15

John Stone Ex Dec
Andrew D Rendrick
vs
~~Richard Rod~~
Miles W Wadhams
~~Decree~~

Cost Bill
No Record

Henrico Common Pleas

Doe on the Demise of
Andrew D Kendrick
vs } Ejectment
Richard Roe
Miles H Wadhams
Tenant

Declaration

Filed April 4. 1851
James Kirkpatrick for clerk

John Doe Ex dem
Andrew D Kendrick
vs
Richard Roe } On this 4th day of April A D 1851 I did personally leave Miles H Wadhams tenant in possession of the Premises in the within declaration mentioned or of part thereof within a true copy of the within declaration and notice and at the same time acquainted the said Miles H Wadhams with the true intent and meaning of said declaration and notice and of the term thereof

April 4th 1851

Geo Milazo HS
Serv 35
Copy 10
1.50 William C. Allen Sheriff
Per Thomas Turner Dept Sheriff

Received this Court April the 4th 1851
Service this Court by delivering to the Tenant a true copy of the within declaration and acquainting him with the contents thereof

Geo Milazo HS
Serv 35
Copy 10
$1.50

Mutiam C. Tabb Per
Thomas Turner Deputy Sheriff

The State of Ohio
Union County ss } Court of Common Pleas

April Term A.D. 1851

John Doe complains of Richard Roe for that Andrew D Kendrick on the first day of August A.D. 1850. At the County of Union aforesaid had demised to the said John Doe the following lands and tenements, to wit, the whole of Survey No Fifteen thousand Nine hundred and twenty one (15921) of one hundred and six acres, on part of Military Warrant, No 9074 Situate on the waters of Mill Creek in the County of Union and State of Ohio: Begining at a stake Northwester ly corner to James Galloway Junior's Survey No 13291, and in a line of M Bance's Survey No 12472; thence running with Galloway's line South fifty two degrees West one hundred and eighty five poles to a Sugar tree hickory and beech, corner to said Survey, and corner to Rogers and others Survey No 12400, &c, thence with a line of the last mentioned Survey North thirty eight degrees West one hundred and eighty five poles to a stake, in the line of the aforesaid M bances Survey, No 12472; thence with said line South eighty three degrees East two hundred and sixty three poles to the begining. And also one hundred messuages one hundred Cabins one hundred barns one hundred Stables one hundred orchards, one hundred out houses, one hundred and six acres of arable land, one hundred and six acres of meddow land, one hundred and six acres of land covered with water, & one hundred and six 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 August in the year aforesaid, for and during the term of twenty years, thence next ensuing. And also for that Andrew D Kendrick, on the first day of August in the year 1850. at the County of Union aforesaid had demised to the said John Doe other lands tenements and messuages, to wit, one hundred and six acres of land, situate in the County of Union and State of Ohio, and on the waters of Mill Creek being the whole of Survey No Fifteen thousand Nine hundred and twenty one (15921) and granted by the United

States to Andrew D Kendrick the assignee of Christopher Conway, by patent bearing date the first day of July A.D. 1850. To have and to hold to the said John Doe from the first day of August in the year aforesaid for and during the term of twenty years thence next ensuing. By virtue of which several demises the said John Doe 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 Doe being so thereof possessed, the said Richard afterwards to wit, on the first day of January in the year 1851. with force and arms entered in to 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 twenty five dollars and therefore he sues

By Cole & Coates
His Attorneys

To Miles H Wadhams-

Sir- I am 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 the said premises, do advise you to appear at the next term of the Court of Common Pleas within and for the County of Union and State of Ohio and make yourself defendant in my stead otherwise Judgment will be entered against me by default and you will be turned out of possession

April 4th 1851.

Richard Roe

Miles H Wadhams

vs

John Doe Ex Dem
Andrew J Kendrick

Plea

Filed April 18. 1857
James Kirkwood Jr
Clerk

Stanton & Allison

John Doe Ex Dem
Andrew J Kendrick
vs
Miles H Wadhams

In Ejectment.

And the said Miles H Wadhams 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 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 Stanton & Allison
His Attys.

Kendrick
vs
Warhous
Bond for costs

Filed May 19. 1857
J. Kirkado for clerk

Whereas in the suit of John Doe on the demise of of Andrew J Kendrick against Miles H Wadhams in the County Common Pleas of Union County, the said Andrew J Kendrick at the April Term of said Court A.D. 1851. was ruled to enter into security for costs in fifty days or become nonsuit: Therefore I Bill Welch do hereby acknowledge myself bail for costs for said Andrew J Kendrick in the penal sum of Fifty dollars, to be levied of my goods and chattels and lands and tenements in case the said Andrew J Kendrick shall fail to pay all legal costs that may be adjudged against him in said suit.

Witness my hand and seal this 19th day of May A.D. 1851.

B. Welch (Seal)

Civil/Domestic Case File

Case No. 1851-CV-0008

No. 51-CU-8

Union Common Pleas Court

John Bowyer et al
Plaintiff,

against

Jonas Figley et al
Defendant.

MAR TERM. 1853

Decree for Plaintiff

Journal 5 Page 196

Record No. 6 Page 439

Ex. Doc. A Page 364

I am good for the costs in this case
April 18th 1851 John Johnson

Minor Term Plead
John Doe, Ejectment
James Bowyer et al.
vs
Richard Roe

Ent Bill
made
Filed April 5, 1851
James Kindrick pr NR

Stanton & Allison

John Doe Ejectment
James Bowyer et al
vs
Richard Roe

On the 17th day of Febry AD 1851 I did personally serve Jonas Figley and Anthony Middleswarth two of the tenents in Possession of the premises in the within declaration mentioned or of Part there of with a true copy of the within declaration and notice and at the same time acquainted the same Jonas Figley and Anthony Middleswarth with the true intent and meaning of the service there of

April 4th 1851

William C Mulin Sheriff

On the 4th day of April 1851 I did personally serve Robert L Brooks the other tenant in possession of the said premises or of part thereof ~~and notice~~ with a true copy of the within declaration and notice by leaving the same at his residence on the premises April 4th 1851

William C Mulin Sheriff
By Thomas Turner Dept Sheriff

Fees Mileage 75
Serv 75
Copy 1752
$19.02

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

John Doe Complains of Richard Roe for that James Bowyer, Charles Bowyer, Rachall Bowyer Frances Moore and Alfred Moore her husband, Alphonso Bowyer, Adeline Stephenson and Joseph Stephenson her husband, Madison Bowyer Senr, Mary Bowyer, Martha Bowyer, Madison Bowyer Jr, Lydia Bowyer, Elizabeth Copeland, Francis Bedford, John B Calwell, William B Calwell, Henry B Calwell, Lewis M Calwell, Edmund S Calwell, Bedford Calwell, John F Miller, Theodore Bowyer Henry Bowyer, John Bowyer, Fleming B Miller, Frances A Ross, Mary Parish and Richard M Parish her husband, Leonard Fleming, ~~Abraham Fleming~~, William Fleming, Nancy Patterson, Dorothea Summers and Adam H Summers her husband, William Bowyer, Malinda Bowyer, Robert Bowyer, William Bowyer, Thomas Bowyer, Belinda Bowyer, John Bowyer 2nd, Charles Bowyer 2nd, Ann Bowyer, and ~~Elisha~~ Elisha Paxton, on the 1st day of February A.D. 1850 at the County of Union aforesaid, had demised to the said John the following lands and tenements, to wit, Survey

No. 5289 in the Virginia Military District, containing One thousand acres more or less, and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens; One thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid, To have and to hold the same to the said John, from the 1st day of February A. D. 1850, for and during the term of twenty years thence next ensuing.

1 AND also for that James Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

2 AND also for that Charles Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

Charles A. Bowyer 1/21

3 AND also for that Frances Moore & Alfred Moore, her husband, on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

1/26 Moore

4 AND also for that Alphonso Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

No proof

5 AND also for that Adeline Stephenson & Joseph Stephenson, her husband, on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

No proof

6 AND also for that Madison Bowyer, Senr, on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

No proof

7 AND also for that Mary Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

no proof

8 AND also for that Martha Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

no proof

9 AND also for that Madison Bowyer Jr. on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

no proof

10 AND also for that Lydia Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

11 AND also for that Elizabeth Copeland on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/18 3

12 AND also for that Frances Belford on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

1/18 5

13 AND also for that John B Calwell on the 1st day of January, A. D, 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/108

14 AND also for that William B Calwell on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/108

15 AND also for that Harry B Calwell on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

1/108

16 AND also for that Lewis M Calwell on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/108

17 AND also for that Edmund S Calwell on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/108

18 AND also for that Bedford Calwell on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

1/108

19 AND also for that John F. Miller on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

Curtesy of Henry B. Miller

20 AND also for that Theodore Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

Son of Thos. Thos not dead

21 AND also for that Henry Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

Son of Thos. Thos not dead
9/36

22 AND also for that John Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/8

23 AND also for that Fleming B Miller on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

Entered by entering for patent Fleming B Miller

1/24

24 AND also for that Frances A Ross on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

1/24

25 AND also for that Mary Parish & Richard M. Parish, her husband, on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

John Bowyer holds this claim by Curley

26 AND also for that Leonard Fleming on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

1/p2

15
3
36

27 AND also for that Rachael Bowyer ~~Hezekiah Keazinger~~ on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

no Map

28 AND also for that William Fleming on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

29 AND also for that Nancy Patterson on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

30 AND also for that Dorothea Summers & Adam H. Summers, her husband, on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

31 AND also for that William Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

proof Wm C. Bowyer

1/21

32 AND also for that Malinda Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

proof Salinda Bowyer

1/21

33 AND also for that Robert Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

proof Rob C. Bow

1/21

34 AND also for that William Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

35 AND also for that Thomas Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

36 AND also for that Celinda Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

37 AND also for that John Bowyer (2nd) on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

38 AND also for that Charles Bowyer (2nd) on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing.

39 AND also for that Ann Bowyer on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

40 AND also for that on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289, in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years, thence next ensuing.

Elisha F. Paxton

40 AND also for that ~~Richard F.~~ Paxton on the 1st day of ~~January~~ February, A. D. ~~1848~~ 1850, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January, A. D. 1848, for and during the term of twenty years, thence next ensuing. By virtue of which said several demises, the said John entered into the said several tenements, in the foregoing declaration mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid. And the said John being so thereof possessed, the said Richard afterwards, to wit, on the 1st day of March A. D. 1850, with force and arms at the county of Union aforesaid entered into the said several tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage five dollars; and therefore he sues &c.

By Stanton & Allison His Attys.

AND also for that on the 1st day of January, A. D. 1848, at the County of Union aforesaid, had demised to the said John other lands and tenements, to-wit: Survey No. 5289 in the Virginia Military District, containing one thousand acres, more or less, and also ten messuages, ten cabins, ten barnes, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one thousand acres of wood land, and one thousand acres of other land, with the appurtenances, situate in the county of Union aforesaid. To have and to hold the same to the said John, from the said 1st day of January A. D. 1848, for and during the term of twenty years thence next ensuing.

To.

Jonas Figley, Anthony Middleswarth, and
Robert G Brooks

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

Dated February A.D. 1851 Richard Roe.

Venue Common Pleas

John Doe Ex Dem
James Boyer et al
vs
James Figley
Plea

Filed April 25, 1857
James Kirkade pr Clk

Cole & Cook

John Doe Ex Dem
James Boyer et als
vs
Jonas Figley

In Ejectment

And the said Jonas Figley comes and confesses the lease entry and ouster in the said declaration mentioned and admits himself to be in possession of the following premises situate in the County of Union and State of Ohio in the Virginia Military District: Being part of Survey No 3289, and bounded and described as follows to wit: Beginning at an ash and two sugar trees Northwest corner to Baxley and Merryman's Survey No 3284; thence running with their North line South 83° 35' East 99 and one half poles to a stake in said Baxley and Merryman's line; thence North 6° 25' East 86½ poles to a stake; thence North 83° 35' West 99½ poles to a stake; thence South 6° 25' West 86½ poles to the begining containing fifty acres more or less, 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 Cole & Cotts
His Attys

Union Common Pleas

John Doe Ex dem

James Boyer et al

vs

Robert G. Brooks

Filed April 29. 1851
J. A. Knight Clerk

Cole & Cook

Mary Fleming
the husband dead
left
1 Nancy Patterson (a widow)
2 Rosa (dead) married John Duggan (Duggan dead)
she left Mary wife of Richard Parish
3 Wm B. - dead left 3 children:
Abram
Leonard
Abraham died without
last two ops -
M
4 Leonard dead his heirs

Thomas Barnes brother

Michael Barnes
children
James. dead issue
1 John living
Mr dead no issue
Henry - dead no issue
2 (3 Thos) dead or living
his child. Theodore
+ Henry
3 Mary Caldwell
she + husband dead
Elizabeth left. John B. Wm B.
Catharine Henry B. Lewis M
Thomas Edmund S. Barbara
Catharine
4 Thomas wife & dead
+ left the children
her husband is Thomas B. Miller

Mrs children
1 Lucy
2 Peter
3 Martha
4 Thos L
5 Justin wife
here did not issue
6 Mary married
Samuel Fleming
7 Malinda -
8 William
9 Pamelia
dead no husband
dead left
X Fleming B
Miller
X Francis A Rob

John Doe Ex Dem
James Boyer et al
vs
Robert G Brooks } In Ejectment

And the said Robert G Brooks comes and confesses the lease entry and ouster in the said declaration mentioned and admits himself to be in possession of the following premises to wit; ~~Situate in the~~ County of Union and State of Ohio and ~~part of~~ Survey No 5289; Bounded and described as follows to wit; beginning at a stake in the original line of the survey No 5289, and in the west line of survey No 13506, in the name of D. Williams heirs 39 poles and seven links from a lynn, beech and sugar tree, corners of Baxley and Merryman's Surveys 8234 and 8237, and survey No 5289, and Williams Survey No 13506, and running thence North 8° East 42 1/8 poles to a stake in said line; thence North 8° West 12 poles to a stake; thence South 8° West 44 1/8 poles to a stake corner to M Waits land; thence South 82° East 2 24 poles with the line of said Wait to the begining, containing sixty eight acres; 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 Cole & Coats
his Atty's

Venin Common Pleas

John Doe Ex Dem

James Boyer et al

vs

Anthony Middelsworth

Plea

Filed April 25. 1857
James Kirkpatrick Clerk

Cole & Coates

John Doe Ex Dem
James Boyer et al
vs
Anthony Middlesworth } In Ejectment

And the said Anthony Middlesworth comes and confesses the lease entry and ouster in the said declaration mentioned and admits himself to be in possession of the following premises to wit; Lying and being in the County, Union and State of Ohio; Being part of Survey No. 5289. Begining at a sugar tree and two beeches; thence North 83° 35 West 231 poles to a stake; thence South 6° 25 West 69½ poles to a beech and two sugar trees; thence South 83° 35 East 231 poles to the East line of the Survey; thence with said line North 6° 25 East 69½ poles to the begining containing one hundred acres more or less; parcel of the premises in the said declaration mentioned and pleads 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 Cole & Coats
His Attys

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 Ex dem John Bowyer et al is plaintiff and Richard Roe is Defendant with notice to Jonas Higley et al as tenants and taken for said plaintiff in pursuance of the notice hereto attached and at the time and place therein specified. Present John H. Miller atty. for the plaintiff. Defendant not present.

John H. Copeland of the County of Greenbrier and State of Virginia of lawful age being first duly sworn as hereafter certified deposes as follows:

Question first by the plaintiff. Do you know whether Capt. Thomas Bowyer who was an officer in the Virginia line during the Revolution died with or without issue? Answer. He died many years ago without issue.

Question second by plaintiff. Has he any brothers or sisters now living

Answer. He has not.

Question third by plaintiff. Did any of his brothers or sisters die leaving issue?

Answer. None except his brothers Michael, James and William.

Question 4th. by plaintiff. State who are the descendants of his brother Michael?

Answer. The following are the names of all of the children of Michael Bowyer. First James who removed to Ohio and died leaving a family - Second, John who

now lives in Rockbridge County in this State - third William who is dead without issue - Fourth Henry also died without issue - 5th. Thomas had several children; they are all dead without issue except Theodore and Henry who now reside in the State of Maryland - 6th. Mary who intermarried with James Calwell. they are both dead - The following are the names of her children now living, John B., William B., Henry B., Lewis M., Edmond S., and Bedford. She had a daughter Frances Ann who intermarried with Fleming B. Miller. She dead leaving but one child John H. Miller. She had no other children. Mary Calwell had other children, but they are all dead without issue. 7th Elizabeth who is now the widow of John Copeland and 8th Frances who is now the widow of William Bedford.

Question Fifth by plaintiff. State what you know of the family of James Bowyer whom you mentioned as a brother of Captain Thomas?

Answer. James had but two children, John and Thomas. John is dead without issue. Thomas died in Montgomery of this State leaving a family.

Question 6th. by the plaintiff. State what you know of the sons of William Bowyer who was another brother of Captain Thomas?

Answer. The following are the names of all of his children. Luke, Peter, Strother, Thomas L. and Jerilia, who have died without issue; - Mary who intermarried

We acknowledge service of the within notice;
July 23rd 1851

Cole & Cole
Attys for Defts.

Attys

John Doe Ex Dem.
John Bonyer et als
vs
Jonas Figley et als

Ejectment. In the Court of Common Pleas in and for the County of Union and State of Ohio.

Depositions will be taken in this case by the Plaintiffs at the residence of Elizabeth Copeland in Greenbrier County in the State of Virginia on the 15th day of August A.D. 1851 between the hours of 9 A.M. and 9 P.M. Also at the ~~Office of the Clerk of~~ Court House in the Town of Lewisburg, in the said County of Greenbrier Virginia on the 16th day of August A.D. 1851 between the same hours and both to be taken before competent authority.

July 23rd 1851

Stanton & Allison
Attys for Pltff.

with Leonard Fleming and removed to the state of Kentucky; Malinda who is now unmarried and lives in this County; - William C. who is now dead - he left no issue except one son named William; - and Precilla who intermarried with John Miller - they are both dead - they have but two children living - Fleming B. Miller, and Frances A. now the widow of Reubin Rose.

No further questions being asked further deponent saith not.

Geo H. Copeland

I William Cary a justice of the peace in and for the County of Greenbrier and State of Virginia, do hereby certify, that the foregoing deposition of John H. Copeland, subscribed by him in my presence was taken at the time and place specified in the enclosed notice; and that 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.
Given under my hand and seal officially this 15th. day of August 1851

William Cary J.P. (Seal)

State of Virginia Brunswick County, S.S.

I, Joel M'Pherson Clerk, of the County Court of said county, do hereby certify, that William Cary whose name is subscribed to the foregoing certificate is an acting Justice of the Peace in and for said county, duly commissioned, that full faith and credit is and ought to be given to all such his official acts g[illegible]dingly, and that the signature purporting to [illegible] is genuine.

Given under my hand and the seal of the said court at Lawrenceville this twelfth day of August A.D. 1851.

Joel M'Pherson

State of Virginia Brunswick County, S.S.

I Moses Mathews a presiding Justice of the County Court of Brunswick do hereby certify that Joel M'Pherson who has given the foregoing certificate is the Clerk of said Court and that the said certificate is in due form of law.

Given under my hand this 18th day of August 1851.

Moses Mathews, J.P.

We acknowledge service of the within notice Febry 1st 1853

Hamilton Allison
Attys for Ptff.

John Doe ex dem
James Bowyer et als
vs
Jonas Figley et als

Union Common Pleas
Application for valuation of improvements
&c

To Stanton & Allison Plaintiffs Attys:

You are hereby notified that on the 25th day of February A.D. 1853. the Sheriff at our instance will proceed to execute the order for the valuation of improvements, &c. granted herein at the last Term of said Court

February 1st 1853

Cole & Coats Attys for Defendants

We acknowledge service of the
within notice
July 23rd 1857 Cole & Evans
for Deft.

John Doe Ex Dem
John Bowyer et als
vs
Jonas Figley et als

Ejectment.
Common Pleas. of Union County. Ohio.

Depositions will be taken in this case, by the plaintiff at the Court House in the Town of Christiansburg in Montgomery County in the State of Virginia on the 23rd day of August A.D. 1851 between the hours of nine A.M. and nine P.M.

July 23rd 1851

Stanton & Allison
Attys for Plff.

Depositions taken in a suit in Common pleas, pending in the Court of Common pleas, within and for the County of Miami and state of Ohio, Wherein, John ~~Bay~~ Eden John Bowyer et als. are demandants & James Figley et als are tenants and taken for said demandants, in pursuance of the notice hereunto attached and at the time and place therein specified –

Present Jas C. Taylor attorney for the ~~plaintiff~~

Defendants – Not Present

John Craig of the County of Montgomery And State of Virginia of Lawful Age Beeing First Duly Sworn as hereafter certified Deposeth as Follows

question By Plaintiffs Council State what you knew of the Family of Thomas Bowyer Decd who was a son of James Bowyer Decd and Formerly resided in this County

Answer He Following are the names of his Children John, Charles A. Ann F. Robert C., William H. Salinda & Thomas H now Living He had other Children But they Died under age without issue His widow Nancy Bowyer is still Living And is Between 60 & 65 years of Age

Question By Same
Has Thomas Bowyer Decd Any Brothers
or Sisters none Living
Answer he has none
question By Same
Did he have Any Brothers or
Sisters who have Died Leaving
issue
Answer none His only Brother
John Bowyer having Died without
Lawful issue
And Further This Deponent
Saith not

Jno. Craig

I David G Douthat a Justice of The Peace
in and For The County of Montgomery and
State of Virginia Do hereby Certify
That The Foregoing Deposition of
John Craig Subscribed By him in
My Presence Was Taken at the Time
And Place specified in the inclosed
Notice And That 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 23rd Day of August 1851

David G Douthat J P

Virginia Montgomery County to.

I Rice D. Montague Clerk of the said county in the state aforesaid do hereby certify that David G Deal that Gentleman, before whom the foregoing deposition was taken and sworn to is now and was at the time, an acting Justice of the peace in and for said county, duly commissioned and qualified according, and that full faith and credit are due and ought to be given to all of his official acts as well in court of Justice as elsewhere.

In Testimony whereof I have hereunto set my hand and affixed my seal of office this 22nd day of August 1851.

R. D. Montague C.

Fee 1 Dor on seal $1. 12. paid by Plffs agent.

R. D. Montague. C.

John Doe Ex Dem
John Bowyer et als
vs
Jonas Tigley et als
Deposition of W C Wallace

Executed accordingly
Feb 7. 1881
J. L. Forbes
J. P.

United States of America
State of Kentucky County of Woodford } Sct

The deposition of William C Wallace taken in an action of ejectment pending in the Court of common pleas of Union County Ohio wherein John Doe & Jane John Bowyer et als vs Jonas Figley et als are the parties and taken for the plaintiffs at the Court House in the town of Versailles in the County of Woodford and state of Kentucky on the 6th day of September A D 1851 between the hours of nine Oclock A M and nine Oclock P.M.

William C Wallace of the County of Woodford and state of Kentucky being first duly sworn according to law to say the truth the whole truth and nothing but the truth said deponent being of lawful age and a witness of credibility deposeth and says as follows

Question — 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

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, Dorethea, Rosa, William B and Leonard, Nancy married James Patterson Patterson is now dead Nancy Patterson his widow lives in Midway Woodford County Kentucky Rosa married John Haggin she is dead leaving ~~[illegible]~~ but one child (I believe) her child's name is Mary Parrish late Haggin Mary Parrish is the wife of Richard Parrish who resides in Woodford County Kentucky William B Fleming is dead leaving but three children Leonard, Abraham, and William Abraham died some time within the

We acknowledge service of
the within notice -
July 23rd 1851 Cole & Cutler
Attys for Deft.

John Doe Ex Dem
John Bowyer et als
vs
Jonas Figley et als

Ejectment.
In Common Pleas of Union County, Ohio.

Depositions will be taken in this case by the plaintiff, at the Court House, in the Town of Versailles, in the County of Woodford, and State of Kentucky, on the 6th day of September A.D. 1851 between the hours of nine A.M. and nine P.M.

July 23rd 1851

Stanton & Allison Attys for Pltff.

last two years Leonard and William his brother now live in Woodford County Kentucky. Leonard Fleming son of the said Mary Fleming died without having ever married he lived in Woodford County Kentucky at the time of his death

Deponent has no interest in the suit

And further the deponent saith not

Wm C. Wallace

I Joseph B Kinkead a commissioner of the state of Ohio commissioned as such by the Governor thereof to administer oaths, take depositions, to take acknowledgements to deeds &c for and within the state of Kentucky to be used or recorded within the state of Ohio do certify that the foregoing deposition of William C Wallace was taken, sworn to, and subscribed at the time, and place, and in the manner as set forth in the caption hereof by the said William C Wallace. the oath was administered to the said Wallace by myself. his answer to the interrogatory and all other portions of this deposition were written by myself, & the said deponents signature to the deposition is his genuine signature as it was made in my presence

I further certify that I have no interest whatever in said suit.

In witness whereof I have hereunto set my hand and affixed my seal of office this 5th day of September A D 1851

Joseph B Kinkead
Commissioner of Ohio

Recd of Plaintiffs $2 50/100 mil fees for taking the deposition
Sept 6th 1851

J. B. Kirkland Commissioner

The Lessee of James Bowyer et al
vs

Jonas Higley
Anthony Middleswarth
Robert G Brooks

Order for valuation
of Improvements

Filed March 2 1853
James Turner Clerk

The State of Ohio Union County ss
To the Sheriff of said County Greeting
Whereas on the 13th day of November AD 1852
the lessee of James Bowyer Sals recover
a Judgment against Jonas Filey Anthony
Middlesworth & Robert G Brooks in a
certain action of Ejectment lately pending in
our Court of Common Pleas within and for the
said County of Union for his term yet to come
in the following Lands and tenements, to wit
Lying and being in the County of Union and State
of Ohio, Being part of Survey No 5289, Beginning
at a Sugar tree and two buckeyes, thence N 83. 35
W 231 poles to a stake, thence S 6° 25 W 69½ poles
to a beech and two sugar trees; thence S 83° 35
E 231 poles to the East line of the Survey; thence with
said line North 6° 25. E 69½ poles to the beginning
containing one hundred acres more or less. The
above is the land of Anthony Middlesworth
Also one other piece in the name of Jonas
Filey, Lying and being in the County of Union
and State of Ohio, Being part of Survey 5289 and
bounded as follows, Beginning at an ash and two
sugar trees North west corner to Bayley & Merrymans
Survey No 3234, thence running with their north line
South 83° 35 East 92½ poles to a stake in said Bayley
and Merrymans line; thence N 6° 25 E. 86½
poles to a stake; thence N 83° 35 W 92½ poles to a
stake, thence S 6° 25, W 86½ poles to the beginning
containing fifty acres more or less, Also one
other piece or parcel of land in the name of
Robert G Brooks, Situate in the County of Union
and State of Ohio, to wit part of Survey No 5289
Bounded and described as follows, Beginning at a
stake in the original line of the Survey No 5289

and in the west line of Survey No 13506, in the name of L Williams heirs 39 poles and seven links from a Lynn beech and Sugar tree corner of Bayley and Merrymanes Survey No 3234, and 3237, and Survey No 5289, and Williams Survey No 13506, and running thence North 8° East 42 7/8 poles to a stake in said line; thence North 8° W 126 poles to a stake, thence South 8° W 44 7/8 poles to a stake corner to Mr L Wait's land; thence S 82° E 226 poles with the line of said Wait to the beginning containing Sixty Eight acres, and whereas on the rendition of said Judgment our said Court of Common pleas on application for that purpose granted to the said, Jonas Figley Anthony Middlesworth and Robert G Brooks the benefits of the statute for the relief of occupying claimants, we therefore command you that without delay, by the oaths of Josiah Wistlake A. Beck, James F Wright, Levi Langbake, C H Converse, William Bails, John Crowder David Watson, Edwin Spain, J. B. N. Haynes, David Starling and George Stale, and upon actual view of the premises you cause to be made a just and true assessment of the value of all lasting and valuable improvements, made upon the lands and tenements aforesaid by the said Jonas Figley Anthony Middlesworth & Robert G Brooks, or any person or persons under whom the said Jonas Figley Anthony Middlesworth & Robert G Brooks holds the same previous to the 4th day of April 1857 and also that in like manner you cause to be made a just and true assessment of the damages if any which the said lands and tenements may have sustained by waste together with the net annual value of the rents and profits which the said

Jonas Figley Anthony Middlesworth and Robert G Brooks may have received from the same from and after the 4th day of April AD 1851, deducting the amount of said rents and profits from the estimated value of the lasting and valuable improvements aforesaid; and also that in like manner you cause to be made a fair and true assessment of the value of the said lands and tenements on the 13 day of ~~December~~ AD 1852, exclusive of the improvements made thereon and of the damages sustained by waste as aforesaid; and of this writ make legal service and due return

Witness James Lyons Clerk of our said Court of Common Pleas at Marysville this 31st day of January AD 1853

James Lyons Clerk

I have executed the within writ by the oaths of Josiah Westlake A Beck James L Wright Levi Longstake C H Converse William Bells John Browder Edwin Spain J B W Haynes Lyncid Sterling and ~~John~~ George Stull within named jurors and Levin Wright who was by me duly summoned as a talesman in place of David Watson within named who was absent from the county who being duly notified by me. did on the 25th day of February AD 1853 on actual view of the within described premises, having been first duly sworn to make the assessment therein commanded, and their verdict is hereunto returned

February 25 1853	Fees	Milage	80
		fees	75
	Leaving due		3 00
			4.55

William L Martin Sheriff of Union County, Ohio

John Bonzer et al
vs. } Depositions
Jonas Higley et al

Filed Sept 8. 1857
Jas Kirk Read p Clerk

Opened at request of
Defts Atty
J Kirk Read p CR

Sealed and directed
by me. William Bay J.P.

Clerk of the Court of
Common Pleas for
Union County
Marysville
Ohio

We the jury named in the within writ, having been first duly sworn, upon actual view of the premises in the within writ described, do make the assessment therein commanded, as follows to wit. We do estimate the value of the first tract therein described, containing as by description one hundred acres, for which Anthony Middleswarth is occupying claimant, on the 13th day of November A.D. 1852, at the ~~[illegible]~~ of five dollars and twenty five cents per acre, amounting in the aggregate to the sum of three hundred and twenty five dollars and ~~[illegible]~~ exclusive of the improvements and damages sustained by waste ~~as aforesaid~~. In testimony whereof, we hereto put our hands and seals this 25th day of February A.D. 1853

Lewis Wright 1st Jury	Seal	J. B. Wagner	Seal
D. Sterling "	Seal	C. H. Coyner	Seal
Wm Bowles 2d do	Seal	George H. Stall	Seal
Levi Longstreth	Seal	Edward Spaid	Seal
Abraham Beck	Seal	Josiah Shettal	Seal
Parker S. Wright	Seal	John Crouse	Seal

We the jury named in the within writ as aforesaid having been first duly sworn as aforesaid, upon actual view of the premises, do make the further assessment therein commanded as follows to wit. We do estimate the value of the second tract of land in said writ described, to wit, fifty acres, for which Jonas Higley is occupying claimant, on the 13th day of November A.D. 1852 at three dollars per acre amounting in the aggregate to one hundred and fifty dollars ~~[illegible]~~ exclusive of the improvements and damages

sustained by waste.

In testimony whereof, we hereto put our hands and seals this 25th day of February A. D. 1853.

Lewis Wright	(Seal)	I B Wayne	(Seal)
D Sterling	(Seal)	C. H. Conover	(Seal)
Wm Bales	(Seal)	George W Stall	(Seal)
Levi Longbake	(Seal)	Edwin Spain	(Seal)
Abraham Beck	(Seal)	Josiah Westlake	(Seal)
James S Wright	(Seal)	John Conover	(Seal)

We the jury named in the within writ as aforesaid, having been first duly sworn as aforesaid upon actual view of the premises do make the further assessment therein commanded as follows, to wit, We do estimate the value of the third and last tract of land in said writ described with sixty eight acres for which Robert G Brooks is occupying claimant) on the 13th day of November A.D. 1852, at three dollars ~~and~~ ~~cents~~ per acre, amounting in the aggregate to two hundred and four dollars dollars and cents, exclusive of the improvements and damages for waste. In testimony whereof we hereto put our hands and seals this 25th day of February A.D. 1853

Lewis Wright	(Seal)	I B Wayne	(Seal)
D Sterling	(Seal)	C. H. Conover	(Seal)
Wm Bales	(Seal)	George W Stall	(Seal)
Levi Longbake	(Seal)	Edwin Spain	(Seal)
Abraham Beck	(Seal)	Josiah Westlake	(Seal)
James S Wright	(Seal)	John Conover	(Seal)

Civil/Domestic Case File

Case No. 1851-CV-0009

No. SL-CV-9

Union Common Pleas Court.

Catharine Wilcox
Plaintiff,

AGAINST

Thomas E Hogue,
Defendant.

APR TERM 1851

APR TERM 1851

Dismissed

Journal 5 Page 22

Record No. 6 Page 64

Ex. Doc. Page

Law No. 38

Catharine Wilcox
vs
Thomas E. Stoge

Certified Record

Recorded

Law — 38

Catharine Wilcox
vs

Thomas E. Hoge

Transcript

Filed April 10, 1857
L. Kinkade Jr Clerk

Recorded

Catharine Wilcox
vs } in Bastardy
Thos E Hoge } July 24th 1851

Catharine Wilcox an unmarried woman and resident of the County of Union Ohio this day made complaint under oath to me that she is Pregnant with a child which if born alive will be a bastard and that Thomas E Hoge is the Father of said child her said accusation was then reduced to writing by me & sworn to by her and I then issued a warrant for said Thomas E Hoge directed & delivered to Samuel Balinger Constable of Liberty Township in said County

~~Warrant returned indorsed~~ February 24th 1851 with the body of Thomas E Hoge the said Constable returned the warrant July 24th 1851 I have the body of the within named Thos E Hoge

Fees 87½ cts Samel Balinger Const.

The said Catharine Wilcox also present who was duly sworn and Examined by me in the presence of said Thomas E Hoge and the Examination reduced to writing by me and filed Finding the said Complaint true the said Thos E Hoge failed to pay the said Catharine Wilcox to her satisfaction It is ordered & adjudged that he enter into recognizance in the sum of two hundred dollars for his appearance at the next term of the Court of Common pleas of Union County to answer said complaint and abide the order of the Court thereon The said Thomas E Hoge neglected to enter into said recognizance with Surety whereupon mittimus issued and delivered to Samuel Balinger Const for his commitment to the Jail of the County Mittimus set out

July 25th 1851 I committed the within named Thos E Hoge to the Costody of the within name Jailor with whom I left a duplicate copy of this writ Fees $3.00 Samuel Balinger Const.

State of Ohio Union County Liberty Township ss

I do hereby certify that the above is a full & true copy from my Docket of the proceedings had by and before me in the above cause M H Wadleaner J P

C Wilcox
Thos E Hogan

Felix Apl 16. 1851
D Kirkwood p elk

The examination under oath of Catharine Wilcox an unmarried woman Resident of Union County taken by & before me M A Wadhams a Justice of the Peace of the Township of Liberty County of Union on the 24 day of February in the year 1851 upon her complaint & Bastardy against Thomas E Hoge he being then present in Custody before me upon the warrant issued by me as by reference

Question by the Justice

Are you now & if so how long have you been a resident of Union County

Answer I am a resident & have been about three weeks

Question are you married or unmarried

Answer I am an unmarried woman

Question are you now pregnant & if so who is the father of the child & when was it begotten

Answer I am pregnant with child & it was begotten on the 11th day of August 1850

Admitted by defendant to be true I have a wife & family living

No further questions were asked

M A Wadhams J P

Proof is true and correct

Thos E Hoge

Affidavit of
Catharine McCoy

Filed April 16 1851
Skinnade p clk

State of Ohio
Union County } Personally appeared before me M. H. Wadhams a Justice of the peace in and for said County, Catharine Willcox an unmarried woman resident within said County and made complaint under oath, that she is now pregnant, with a child, which if born alive will be a bastard and that the said Thomas E. Ibaag is the father of said child.

Catharine Willcox

Sworn to & subscribed before me this 24th day Feby. 1851
M. H. Wadhams J.P.

Castillo

~~Prado~~

Castan Wilcox } Clerk 2.50

Thos E Hogan } Shff 16-

~~12 Hyo~~

20
05 files
20
10
1 50
47 -
2.55 1/2

2 Bullings Cents, 88,300 3.87 1/2

F. A. 22

Catharine Wilcox

v

Thomas E Hogue

Costs $6.59½
Increase cost 1.51
This writ 41

Filed June 15th 1852
James Turner Clk

Entered

Received this writ April 30 1852
No Goods or chattles Lands or Tenements
found whereon to Levy
June 14th 1852 Geo Allison 60
fees 35
95

William G. Mulvin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of Said County Greeting:

WHEREAS in a certain action in Bastardy lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein Catharine Wilcox was Plaintiff and Thomas E Hogue was Defendant the costs of said case were taxed at Six Dollars and fifty nine cents for which Judgment was rendered against the said Thomas E Hogue on the 18th day of April A. D. 1857 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 Thomas E Hogue in your bailiwick, you cause to be made, the costs aforesaid and interest thereon until paid, and also the further sum of $1.57 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 30th day of April A. D. 1852

James Turner Clerk.

Docket A. Page 22

Catharine Wilcox

vs

Thos E. Hogg

Costs $6.59½
Ent .10
This writ .41

Filed Septr 30. 1857
Jas Kirkpatrick p. clerk

Filed Septr 30. 1857
Jas Kirkpatrick p. clerk

Recorded

Dougherty Atty for Plff

Received this writ July 23 1857
To levy on Goods or Chattles Lands or tenements house or where
on to levy

Geo Milage 75
levy 35
1.10

Sept 19th 1857

William C. Mus. Shrff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Bastardy lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein Catharine Wilcox was plaintiff, and Thomas E. Hoge was defendant; the costs (~~original and increase) of the said~~ in said Case ~~and~~ are taxed at Six ~~dollars~~ dollars 59½ cents, and interest up to this date for which judgment was rendered against the said Thomas E. Hoge ~~dollars~~ 10 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 Thomas E Hoge 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~~ Jas Kinkade, Clerk of said Court at the Court House in Marysville, this 23rd day of July A.D., 1857.

Jas Kinkade CLERK.

C Willett
vs
Thomas E Sharp

Precipe for
Execution

Filed July 23. 1858
D Kirkpatrick Clerk

Catharine Wellcoty
vs
Thomas E. Hoag

In Union Common pleas. In Bastardy

Issue an Execution in the above case for costs,

To James Buckaloty
Clerk of U. C. pleas
Aug 23 - 1851

J. C. Doughty atty for plaintiff

C. Weller
vs.
Thomas E. Wragg

Proc for Execution

Filed April 30 1852
James Turner Clerk

J. C. Dwight
Atty for Plaintiff

Catharine Velley
vs.
Thomas E. Hoag

In Union Common Pleas.

Issue an execution in the above Case for costs.

J. C. Dougherty Atty for Plaintiff

To James Turner
Clerk of U. C. Pleas
April 29th 1852.

Civil/Domestic Case File

Case No. 1851-CV-0010

No. 51-CU-10

Union Common Pleas Court.

Smith & Germans
Plaintiff,

AGAINST

Field & Fletcher,
Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT

Journal 5 Page 18

Record No. 6 Page 59

Ex. Doc. A Page 20

Transcript

Smith & Yeomans for the use of A P Stone & co

vs

Field & Fletcher

Debt $64.63

Filed April 14th 1857

Ja Kinkade for clerk

Costs Bill made

Record

Recorded

Grant a writ of Injunction to buy on bond to satisfy this judgment

J Zinkerlff for

Clerk

April 14 1857

Lawler & Lacas

attys for Deft

Smith & Yeomans for
the use of A. P. Stone &c
vs
Field & Fletcher

Debt	$64.63
Interest	3.21
J P fees	
confession Judgm	.12½
Issuing & Execution	.25
Satisfaction	.10
Transcript	.31½
	.79
Constables cost	.25

November 11th 1850 this day William Field & John Fletcher appeared before me and Requested Judgement to be entered against them on a note of which the following is a true copy

$64.63 on or before the first day of May we or Either of us promise to pay Smith & Yeomans or Bearer the sum of Sixty four Dollars & sixty three cents for value Received of them with interest from date January 18th 1850
Signed Field & Fletcher

Whereon the interest was calculated and Judgement is hereby rendered against the said Field & Fletcher and in favor of Smith & Yeomans for the use of A P Stone for the sum of Sixty seven Dollars Eighty four cents Debt & interest and cost of suit amounting to Twelve & half cents
J B W Haynes Justice of the Peace

Nov 12th 1850 Execution Issued and handed to Ezra Fisher constable

Nov 26th 1850 the constable Returned the Execution in the words following to wit
I have Diligently serched for property but cannot find any whereon to Levy this Execution but the Defendants is possessed of Real Estate subject to this debt Nov 26th 1850
E Fisher constable

Const cost Service 20 cents mileage 5 — 25

I do hereby certify that the above is a true copy of the proceeding had before me given under my hand this 11th day of April A.D. 1851
J. B. W. Haynes late J.P.

Union Com Pleas

Smith & Yeomans
for the use of A. P. Stone
& Co.
vs
Filed & Fletcher
writ of Scire Facias

Filed April 16. 1851
James Kirkpatrick clk

Recorded

Cole & Hoge atty's
for Pltff.

Received this writ April 14 1851
Serve by delivering to John Fletcher certified copy
of this writ, Serve upon William Fields on the
15th day of April by delivering a certified
copy of this writ
Geo Milose 75
Serv 35
Copy 1.00
William L. Mills Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Smith & Yeomans for the use of A. P. Stone & Co lately, to wit: on the 11th day of November A. D., 1850 before I B W Haynes Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against William Field & John Fletcher for the sum of Sixty Seven — dollars and 84 cents ~~to the plaintiff~~ and interest, and — ~~dollars and~~ 12½ 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 I B W Haynes Esquire, Justice of the Peace as aforesaid, that the said Field & Fletcher 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 Smith & Yeomans for the use of A P Stone & Co — 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 Field & Fletcher — wherefore the said Smith & Yeomans for the use of A P Stone & Co — 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 Field & Fletcher — to 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 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 14th day of April A. D., 1851

James Kinkade Jr Clerk.

Smith & Wyman vs
Field & Fletcher
Cont Bill

Union Common Pleas, April Term, A. D. 1851

Smith & Germans for use
vs.
Field & Fletcher } Judgment for

COST BILL.

Clerk's Fees.	Pl'ff.	Def't.
Docketing cause	~~8~~	
Issuing ~~summons~~ bily Fieri	~~8~~	
Entering return		
" rule for costs		
Appearance, each 8,	16	
Filing declaration		
Copies of pleadings		
Filing plea		
Affidavit		
Filing replication		
Filing papers, each 4,	4	
Continuance		
Issuing ~~venire~~ Scire Facias	50	
" subpœnas for witnesses file & return	10	
Entering return		
Swearing jury		
" witnesses, each 4,		
" constables, each 4,		
Entering claims of witnesses, each 6,		
Giving orders to do, each 8,		
Entering verdict	~~10~~	
Motion for new trial		
Judgment	10	
Entry on minutes	10	
Satisfaction	12½	
Record	1.25	
Cost Bill	35	
Certificate to Supreme Court		
Entering mandate in minutes		
	$2.86½	

Sheriff's Fees.	Pl'ff.
On ~~summons~~ Scire facias	2 30
subpœnas	
Calling jury	
" witnesses, each 6,	
" cause, etc.	16
Summoning jury	$2,46
Jury fee	
Costs on Depositions.	
Justice's fees	
Constable's fees	
Witnesses' fees	
Costs on Transcript.	
Justice's fees	79
Constable's fees	25
Witnesses' fees	
Witnesses' fees	

A. 20

Smith & Yoemans for use of A. P. Stone & Co

vs

William Miles and John Fletcher

Debt $67.84
Costs of suit 12½
Int from Nov 11/57
Subsequent costs 92
Costs in Court 5.32½
Int from Apl 17/57 41
This writ

Received

June 7 1857

Filed July 1. 1857
Trinkle for clerk

Sale Bonds returned

Received this writ April 28 1857

Served May 24 1857 upon one bay Horse one sorrel Mare and one two horse Wagon

Advertised said property for sale by Publication 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 in pursuance of said notice I afterwards to wit on the 20th day of June AD 1857 between the Legal hours of ten o'clock AM and four o'clock PM of offered said Property for sale by public out cry in the town of Richwood ~~and sold~~ in said County and sold one bay Horse to James B W Mains for A P Stone & Co for $20,00 dollars one sorrel Mare to James B W Mains for A P Stone & Co for $20,00 dollars one two Horse Wagon to James B W Mains for $12,00 dollars

July 1st 1857 Fees

Milage	150
Levis	35
Serg	35
Bond	30
Advertising	25
Pounage	104
Printers Fee	200
	$5.99

William C Mulin Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas Smith & Yeomans for the use of A. P. Stone & Co on the 11th day of November AD 1850 before J. B. W. Haynes one of our Justices of the Peace within and for the County of Union, recovered a judgment against William Field and John Fletcher for Sixty seven dollars and eighty four cents Debt, and 12½ cents costs of suit; and whereas afterwards upon our certain writ of Scire Facias in that behalf issued, on the 17th day of April AD 1851, 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 William Field and John Fletcher upon the judgment aforesaid for the debt and costs aforesaid and also for the sum of 92 cents subsequent costs in the Court below and also that the said Plaintiffs recover against the said William Field and John Fletcher, his costs in that behalf expended taxed to $5.32½ whereof the said William Field and John Fletcher 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 William Field and John Fletcher, 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 November AD 1850, and on the remainder of the costs from the 17th day of April AD 1851, 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 Smith & Yeomans for the use of A. P. Stone & Co and have you then there this writ. Witness James Kirkpatrick Clerk of said Court at Marysville this 28th day of April AD 1851. James Kirkpatrick Clerk

Stone & Co
vs
Field & Fletcher

Pers -

Filed Oct 27. 1857
Krikkadupell

Columbus Sept 30 1857

Dear Sir

If any money has been paid on the case of A. P. Stone & Co v Fields & Fletcher, please send it down by some atty of the Columbus Bar — If it has not been paid, please give execution again —

To the Clerk of Union Com pleas Marysville Ohio

Galloway & Page
attys for pltff

Civil/Domestic Case File

Case No. 1851-CV-0011

No. 51-CU-11

Union Common Pleas Court.

A S Mershon
Plaintiff,

AGAINST

Camp & Co,
Defendant.

JUN TERM 1851

JUDGMENT VS DEFENDANT

$131 25

Journal 5 Page 49

Record No. 6 Page 108

Ex. Doc. Page

A. S. Mesham for
18

Camp & Co,

Macupe

Filed April 14. 1857
D Kirkwood Jr Clerk

Cake & Costs

A. S. Merchon
for the use of
Daniel T. Woodbury

vs

Hiram S Camp
Milton M Camp &
Thomas Beach Jr.
partners under the
name of Camp & Co.

In assumpsit Damages
one hundred and fifty Dollars

Issue a Summons returnable
forthwith endorse Suit brought on
note of hand given by Defendants to plaintiff
for one hundred and twenty five Dollars
dated May 14 1850 and payable on the
first day of September next thereafter
also for goods sold as delivered on an
account ~~Hall~~ &c
To the Clerk of Union
Com. Pleas

April 12 1851.

Cole & Coats
Attys. for Pltff.

Union Com Pleas

A S Mershon for &c
vs
Camp & Co

Filed April 17. 1857
Geo Kirkade pr clerk

Suit brought on note of hand given by defendants to Plaintiff for One hundred and twenty five dollars dated May 14. 1850 and payable on the first day of September next thereafter also for goods sold and delivered. on an account stated &c.

Cole & Coats Attys
for Plff

Recorded

Rec'd this writ by delivering to Milton M Camp a certified copy of this writ April 15th 1857
Hiram L Camp and Thomas Larch not found
Fees Milage 1.00
Arrs 35
Copy 20
Wilson & Alain Ment

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Hiram S. Camp, Milton M Camp and Thomas Search for partners under the name of Camp & Co.

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

A S. Mershon for the use of Daniel S. Woodbery

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 14th day of April A.D., 1857

James Kinkade Jr Clerk.

In consideration of the premises the said Cort Meyland promised to pay the said "General Sums of money to the plaintiff on request, yet they have disregarded their said promises and have not paid the said "General sums of money nor either of them nor any part thereof, to the damage of the plaintiff one hundred & fifty dollars and thereupon he brings suit

By Cole & Leary
his Attys.

A. S. Ullshurgh & Co.
vs
Spear
Campbell & Co.

Filed May 28. 1857
James Hinkado Clerk

Cost Bill omitted
Recorded
Recorded
6 & 6

A. S. Mershon for the use of Daniel T. Woodbury
vs
Hiram S. Camp
Milton M Camp
Thomas Search Jr.
partners under the name of Camp & Co.

Union Com. Pleas April Term A D 1851

In assumpsit Damages one hundred & fifty Dollars

State of Ohio Union County SS

A. S. Mershon for the use of Daniel T. Woodbury Complains of Hiram S Camp Milton M. Camp and Thomas Search Jr. partners under the name of Camp & Co. in a plea of assumpsit for whereas on the 14th day of May 1850 at the County of Union aforesaid the said Hiram S. Camp Milton M Camp & Thomas Search Jr. were partners ~~&~~ under the name of Camp and Co. and so being partners the said Hiram S Camp Milton M Camp and Thomas Search Jr. on the 14th day of May 1850 at the County aforesaid made a certain promissory note in writing and delivered the same to the said A. S. Mershon and thereby under the name of the said firm of Camp & Co. promised to pay to the said A. S. Mershon one hundred and twenty five dollars on or before the first day of September next thereafter. which period has now elapsed and the said Hiram S Camp Milton M. Camp and Thomas Search Jr. under the name of said firm of Camp & Co. then and there in consideration of the premises promised to pay the amount of the said note to the said A. S. Mershon according to the tenor and effect thereof

And also for that whereas the said Hiram S. Camp Milton M Camp & Thomas Search Jr. on the day and year last aforesaid at the County aforesaid were indebted to the plaintiff in the further sum of one hundred & fifty dollars for the price and value of goods then and there sold and delivered by the plaintiff to defendants at their request.

And for one hundred and fifty dollars for money found to be due from defendants to plaintiff on a account then and there stated between them. And whereas the defendants afterwards on the first day of April A D 1851, at the County aforesaid in

Law No. 29

A. S. Mershon

vs

Camp & Co

Cost Bill motion

Record

Recorded

Docket A. 66

A. S. Mershon for &c
vs
Camp & Co

Damages $131.25
Costs. 5.29
This Ent 41

Filed Sept 15, 1857
Jas Kinkade for clerk

Sept 7. 1857

Recorded

Cole & Coats attys for Plff

Received this writ Agreeing 22 1857
Money Made in full Sept 8 1857

Geo Milage 100
Fees 35
Poundage 250
3.85

Returned my fee

William L. Mulvin Sheriff

57271 — 5721

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 30th day of June A. D. 1857 A. S. Mershon for the use of Daniel F. Woodbery recovered against Hiram S. Camp. Milton M. Camp & Thomas Search jr Partners under the name of Camp & Co.

~~as well as the sum of~~ _____ dollars and _____ ~~cents for~~ _____ ~~debt, as~~ the sum of One hundred and thirty one dollars and Twenty five cents, for His damages; as also the sum of $5,29 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 Hiram S. Camp. Milton M. Camp & Thomas Search jr Partners under the name of Camp & Co. you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 4th day of July A. D. 1857 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 A. S. Mershon for the use of Daniel F. Woodberry

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 22d day of August A. D., 1857

James Kinkade Jr Clerk.

Union Common Pleas

A S Mershon for &c

vs

Camp & Co.

Filed Aug 29th 1851
Jas S Kirkpatrick for clerk

Cole & Coates

A S Mershon
for the use of
Daniel T Woodbury
vs
Hiram S Camp
Milton M Camp &c
Thomas Leach jr
Partners under the
name of Camp & Co.

In Assumpsit

Issue execution in this case against the defendants, directed to the Sheriff of Union County Ohio.

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

August 22. AD 1857

Cole & Coats
Attys for Plaintiff

Civil/Domestic Case File

Case No. 1851-CV-0012

No. 51-cu-12

Union Common Pleas Court.

Andrew S. Stillwell
Plaintiff,

AGAINST

Delight Hopes,
Defendant.

NOV TERM. 1852

Acquitted

Journal 5 Page 149

Record No. 6 Page 304

Ex. Doc. A Page 248

In the action of Delight against Andrew S. Stithen &
administrator of the estate of Jane Totten deceased
I acknowledge my self Baie for the Stay of Execution in the
sum of nine dollars and sixty cents to be levied of my goods
and chattles lands and tenements if default be made in the
conditions following which is if the said Andrew S. Stithem
shall pay the above Judgement with Interest and cost and
costs that may accrue

Costs Summons	$00 12½	
Subpoena for three W.	20½	
& Adjournments	20	
Swearing 6 Jurymen	24	
do 4 Witnesses	16	
Entering Judgement	25	
Baie Bond	25	
Venire for a jury	25	1.88
3. Witnesses 2 days	3.00	31
Six Jurymen	3.00	2 19
Constable fees	1 45	
1 Witness 1 day	50	
	9 63	
Transcript	31¼	
	9 94¼	

The State of Ohio Union County Darby Township
I do hereby certify that the above is a true and true
Copy from my docket of the proceedings hand by and
Before me in the within and above cause
Garrett Harris J. P.
of the aforesaid Township

Filed April 14. 1877
W. A. Richards clerk

Andrew S. Stithen adm
of Jane Totten deceased
vs
Delight Hayes
Trans

Andrew J Stithem Administrator of the Estate of Jane Sotton deceased
vs
Delight Mapes

this suit is brought for damages of the unlawful conversion of the following property to her own use

1 cloak	$10.00
1 shade or scarf	2.00
2 calico dresses	4.00
2 Petticoats	2.00
1 Bushin Bunnet & trimings	2.50
1 feast work of aquilt	3.00
1 calico sunbanoret	1.00
1 Silver Pencil	1.50
1 Pair of Slippers	75
2 calico capes	50
1 Lot of Beads	50
Sundries	2.00
	29.75

January 27th A.D 1851 Bill of particulars filed and summons Issued and delivered to George Cn constable for the appearance of the defendant on the 1st day of February A.D 1851 at 1.0. clock A.M February 1st A.D 1851 summons returned served on the 29th day of February A.D. 1851 by reading George Cn constable Fees $00.20 February 1st A.D 1851 the parties appeared and the defendant ast an a gournment for twenty days on the ground that a material witnes for her resided out of the county the trial adjourned tile the 20th of February A.D 1851. 10. o. clock A.M. February 20th A.D 1851 the parties appeared and the defendant demanded a jury trial thereupon the trial was adjourned till 12. o. clock A.M. on the 20th day of Feb 1851 therefore the jury was struck and Venire Issued and delivered to George Cn constable for the appearence of the jurors forthwith February 20th A.D 1851 Venire returned served by reading the within writ to all the within named jurors personally this 20th day of February A.D 1851 fees $00.75 George Cn constable Emanuel Brown C. H. Converse John N. Beach Jacob Brown 2nd William Brown & Joseph Roberts jurors after being sworn according to law trial had jurors returned their verdict February 20th A.D. 1851 we the jury do find that the said Andrew J Stithen the claiment hath no just right to the goods claimed by him or to any part of them and that the Plaintiff pay the costs of suit.

and the costs is herein taxt at $9.63

Emanuel Brown
C. H. Converse
Joseph Roberts
William Brown
J. N. Beach
Jacob Brown 2nd
Jurors

and it is considered by me that the defendant recover the above judgement with interest and costs

A. D. Arthur
&
Lydia Brooks
Judge writ

Filed Nov 10 1852
James Dun Clerk

Rec'd this writ by Reading to Isaac D Mapes
November 10th 1852

Fees Mileage 50
Ans 12
62

William de Mott Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac H Mapes

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 Plaintiff in a certain controversy in said Court depending, wherein Andrew S Stitner admrx &c is Plaintiff, and Delight Mapes 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 Nov A. D. 185 2

James Turner Clerk.

Summons & Writ
Adams & c
vs
Delight Makes
Def for Costs

Since this writ by Reading to Mathew Patch
Nov 21 1842 See clerk's office not Paid
served this writ Nov 8th by reading to Isaac D Mapes

Mileage 75
Fees 25/100

William C Malin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac D Mapes, Martha Patch

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 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 Andrew S Stithem is Plaintiff, and Delight Mapes is Defendant, and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Adm vs c

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 2 N day of November A. D. 185 2

James Turner Clerk.

A. J. Mathews

vs

Delight Mathes

Writ for wit

Cir

~~Serve this writ by reading to Barret Sharis not by leaving~~

Serve this writ by reading to Barret Sharis Nov 4th 1882

Nathan Page and Jeremiah Sherwood " not found and on the 8th by reading to Isaac Lapes

Mileage 1.05

Fees Fees .25

$1.50

Mileage

William G Mc[illegible] Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Noham Page Garrett Harris
Jeremiah Sherwood Isaac Mapes

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 Third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Andrew J Stilhem is Plaintiff, and Delight Mapes 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 27 day of October A. D. 1852.

James Turner Clerk.

13

C A & S Stetson
a.
Delight Mapes

[illegible]

Filed Oct 27 1852
James Lowe Clerk

[illegible]
Atty for Deft

Andrew C. Stitham
vs
Delight Mapes

In Union C. pleas.

Issue a subpoena for the following witnesses, for Defendants, Naham. Page. Jovett Morris Jeremiah. Sherwood. and Isaac Mapes.

J. C. Dwight atty for Defendant.

To James Turner
Clerk of U. C. pleas
Oct, 26th 1852.

Andrew S Stithem
Admr &c
vs

Delight Mapes

Subpoena for wit

Served by reading
to Isaac D Mapes on
June 9th 1852, and
to the others named
in this writ on the
10th day of June 1852
Andrew S. Stithem
Admr &c

Filed June 17 1852
James Downer Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac D Mapes Mary Mapes Martha Patel

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 10 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 Andrew J Slotten admrs of the Estate of Jane Slotten dec'd is Plaintiff, and Delight Mapes is Defendant; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, ~~JAMES EINKADE, Jr.,~~ James Lowmr Clerk of our said Court, at the Court House in Marysville, this 8th day of June A. D., 1852.

James Lowmr Clerk.

Andrew S Stitham
administrator of the
Estate of
Jane Totten decease
vs

Delight Mapes

Sub for writ

Filed April 5 1852
James Lum Clerk

Served by reading
to Martha Patterson
March 19th 1852, and
to the others named in this
writ on the 20th

Andrew S. Stitham
Adm'r &c

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac D Mapes Mary Mapes & Martha Dotch

to be and appear before the Honorable, the Judge~~s~~ of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the fifth day of next term, at Eight 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 Andrew J Stithem adm^r of the Estate of Jane Totten dec^d is Plaintiff, and Delight Mapes is Defendant: and this ~~the~~ y 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 13th day of March A. D., 185 2

James Lowner Clerk.

A S Stillman

vs

Dwight Mapes

Debt for rent

Served by leaving
a copy at Albert Mapes
November 8th 1852
Andrew S Stillman
Admr &c

Filed Nov 9th 1852
James Lyons Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Mary Mapes

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 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 Andrew J Stithem is Plaintiff, and Delight Mapes 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 5th day of November A. D. 185 2

James Turner Clerk

Union Com. Pleas

Andrew J. Slitten
Adm'r &c.

vs

Delight Mapes

Praecipe

Filed Nov 2 1852
James Turner Clerk

Andrew Settlemier administrator
of Jane Sotten dec'd
vs
Delight Meades

Union Com. Pleas

Issue subpoena for the following witnesses in behalf of the Plaintiff, to wit. ~~[illegible]~~ Isaac D. Meades and Martha Patch.

To the Clerk of the Court of Common Pleas of Union County Ohio
November 1st 1856.

Cole & Coats
Att'ys for Plff

Andrew J. Stillwell & others
vs
Jane Stillwell dec'd
vs
Delight Mapes

Suit for writ

Filed April 7 1852
Jonas Lum Clerk

Served this writ by Reading to the within named
Garret Morris April 8, 1852
To Nerinial Sherwood April 8, 1852
Returned By order Defendants attorney April 7 1852

Fees Mileage	80
Fees	25
	105

W. L. Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Garrett Harris Nahum Pase Lorenzo ~~John~~ Sherwood & Isaac D Mapes

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 fifth day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Andrew J Stitheru Admr of Jane Totten Dec, is Plaintiff, and Delight Mapes is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, James Downer ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 30th day of March A. D., 1852

James Downer Clerk.

Union Com Plas

Andrew S Stethem
Admr &c
vs
Delight A Mapes

Filed Nov 10 1852
James Lum Clk

Andrew L Sitten
Administrator of
Jame Sitten deceased
vs
Delight Mapes

Union Com Pleas

Please issue Subpoena for Isaac Mapes
witness in behalf of Plaintiff,
To the Clerk of the Court of Common
Pleas of Union County Ohio
November 9th 1852

Coles & Coates
Attys for
Plff

Stephen Arden
vs
Mapes –

Bill of Interpleader

Filed Apl 14, 1887
J Kinkead Jr Clerk

Andrew S. Stilpum
Administrator of
Jane Totem decest
vs
delight Naves

this suit is Brought
for damadges of the
on labiel conver
sium of the following
goods to her own house

1	cloak	10	00
1	Shade or Sark	2	00
2	calico dresses	4	00
2	petticotes	2	00
1	tuskin Bonet and trimins	2	50
1	neast work of aquilt	3	00
1	calilo corded sun Bonet	1	00
1	Silver penell	1	50
1	pair of Slipers		75
2	calilo caves		50
1	lot of Beads		50
	Sundres	2	00

Filed Sept 13. 1857
D Kirkpatrick Clerk

Stephen
B } In ~~Replevin~~ Trover
Mapes }

Issue Subpoenas for Isaac
Mapes Mary Mapes & Matthew Patch
Witnesses for Deft

Cole & Coats Atty
for Deft,

Sept. 19 1857

J Kinkade Clk

Union Com. Pleas

Andrew L. Slathem
Admr &c
vs
Delight Mahes

Praecipe
for Writ

Filed November 5th 1852
James Turner Clerk

Andrew J. Pettem
Administrator of
Jane Pettem dec'd
vs
Delight Mapes

Union Common Pleas

Please issue subpoena
for Mary mapes witness in behalf
of Plaintiff

To the Clerk of the Court
of Common Pleas of
Union County Ohio
November 5th 1852

Cole & Coats Attys
for Plaintiff

Union Com. Plea

Andrew S Stithem
Administrator &c

vs

Delight Naper

Praecipe &c

Filed June 8 1852
James Lowner clerk

Andrew J. Pittman
Administrator of the
Estate of Jane Tolles dec'd
vs
Delight Mapes

Union Common Pleas
In Trover

Issue subpoena for the following witnesses for the Plff. to wit, Isaac D Mapes, Mary Mapes, and Martha Patch.

To the Clerk of the Court of Common Pleas of Union County Ohio
June 8th 1852.

Cole & Leeds Attys
for Plff

Delight Mapes
vs
C & C. Lithas

Proof for
Witnesses

Filed March 30 1852
James Turner Clerk

Delight Mapes.
vs.
Andrew J Slithar

In Union Common Pleas.

Issue. A. Subpoena for Joriette Harris. Nahum Page. ~~and~~ John Sherwood, and Isaac D Mapes.
Notice for Defendants.

J. G. Doughty Atty
for Defendant

Delight Mapes
ads.
Andrew S Hitchcock

Pres. for testimony

Filed May 24 - 1853 -
James Lyons Clerk

Delight Mapes.
ads.
Andrew G Fitham

In union Common Pleas.

Issue a subpoena for
Garrett Harris. Jeremiah Sherwood
and Isaac Mapes. witnesses for Defendt.

May 21st 1852.

J. James Turner Clerk
of Union C Pleas

/ C. Dougherty Atty
for Deft.

Union Common Pleas

Andrew J. Slithem
Administrator &c
vs
Delight Mapes

Praecipe for
Witnesses

Filed March 13 - 1852
James Turner Clerk

Andrew S Mathew
Administrator of the
Estate of Jane Potter dec'd
vs
Delight Mapes

Union Common Pleas

Issue subpoena for the following witnesses for the Plaintiff, to wit, Isaac D Mapes, Mary Mapes, and Martha Patch.

To the Clerk of the Court of
Common Pleas of Union
County Ohio
March 13th 1852

Cole & Coates
Attys for the
Plaintiff

Stephens
to
Mapes

Helena Oct 2. 1857
Ja Hickman pr clerk

Received by Mr Mapes
Sept 15 1857 — on the Cabinet on the
30th of Sept 1857 by Secretary
W S Stephens

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac Mapes. Mary Mapes. and Martha Patch —

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 9 — o'clock, A. M., to testify and the truth to speak on behalf of Andrews S. Stithem, Admr of Jane Totten decd in a certain controversy in said Court depending, wherein Andrew S. Stithem Admr. of Jane Totten decd is Plaintiff, and Delight Mapes 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 Sept. A. D., 18 57

James Kinkade Jr Clerk.

Venion Common Pleas

Andrew L. Stitham
vs } Admr &c

Delight Mabee

Praecipe for
witnesses

Filed June 21. 1857
D. Rinkadf Clk

Costs Costs

Andrew L Kithem administrator
of Jane Poten deceased
vs
Delight Mapes

Union Common Pleas

Please issue subpoena for the following witnesses in behalf of Plaintiff to wit. Isaac Mapes, Mary Mapes, Martha Patch, and Nancy Bryan.

Cole & Coates Attys for Pltiff

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

Union Com. Pleas

Andrew S. Stillman adm

vs

Delight Masses

Filed June 30. 1857
J. Kunkadeck

Came the parties by their attorneys
to wit Masses on the 27th day of June 1857
Defendant Barnes and the 29th day June and
the defendant by their attorneys and the
28th day June 1857 Defendant
Came by their attorneys
pleas, pains & costs, 75 cents

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac Mapes. Mary Mapes

Martha Patch and Nancy Bryan

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 Andrew L. Stithem adm of Jane Totten in a certain controversy in said Court depending, wherein Andrew L. Stithem adm of Jane Totten decd is Plaintiff, and Delight Mapes

_____ 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 21st day of June A. D., 1857 James Kinkade Jr Clerk.

Delight Mapes
vs
Andrew D. Stilhem

Plea

Filed June 28. 1857.
James Kirkwood Clerk

Otway Cuny
Atty.

Delight Mapes
vs
Andrew J Withem Admr

Common Pleas of Mon
County Ohio
In Trover
April Term AD 1851

And the said defendant by her attorney O Curry comes and defends the wrong and injury when &c, and says that she is not guilty of the said supposed grievances above laid to her 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 she the said defendant, puts herself upon the the country &c & the said pltff. doth the like

By Otway Curry
her Atty.

Venin Common Pleas

Andrew S. Stilhem Admr.

vs

Delight Mapes

Narrin

Trover

Filed May 29. 1857
James Kirkwood p. clerk

Cole & Coats

The State of Ohio
Union County ss } Court of Common Pleas
April Term AD 1851

Andrew S Slithem Administrator of Jane Totten deceased complains of Delight Mapes in a plea of Trover for that whereas the said Andrew S Slithem as administrator as aforesaid on the 15th day of October AD 1850. at the County of Union aforesaid was lawfully possessed of the following property to wit, one Cloak of the value of Ten dollars, one shade or scarf of the value of Two dollars, two calico dresses of the value of Four dollars, two petticoats of the value of two dollars, one Sunbonnet and trimings of the value of Two dollars and fifty cents, one pieced work of a quilt of the value of Three dollars, one calico Sunbonnet of the value of one dollar, one Silver pencil of the value of one dollar and fifty cents, one pair of slippers of the value of seventy five cents, two calico capes of the value of fifty cents, one lot of beads of the value of fifty cents, and other articles of the value of Two dollars, the property of the said intestate, and being so possessed, then and there lost the same, and afterwards, there on the same day, the same goods come to the possession of the said Delight Mapes, by finding, Yet the said Delight Mapes though she well knew the same to belong to the said Andrew S Slithem, as administrator as aforesaid; yet intending to injure and defraud him thereof, refused to deliver the same to the said Andrew S Slithem as Administrator as aforesaid though thereto requested; but afterwards on the same day converted the same to her own use. To the damage of the said Andrew S Slithem as administrator as aforesaid, Twenty nine dollars and seventy five cents and thereupon he sues &c. And the said Andrew S Slithem brings into Court his letters of Administration &c.

By Cole & Coats
His Atty's

D. S. 248

A. J. Mitchell
Adm'r of Jno. Carter dec'd
vs
Solight Marks

Debt $43.11
Execution 73

Filed March 14 1853
James Duncan Clerk

Received this writ December 14th 1852
No goods or chattles Lands or tenements found whereon to Levy March 14th 1853

Fees Milage	25
Levy	35
Return	5
	65

William C. Mullin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of Union County Greeting:

WHEREAS in a certain action in Trover lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein A S Stitheu Admr of Lane Latten Dec was Plaintiff and Delight Mapes was Defendant the costs of said case were taxed at Forty three Dollars and Eleven cents for which Judgment was rendered against the said A S Stitheu Admr of Lane Latten Dec on the 12th day of November A. D. 1852 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 A S Stitheu Admr of Lane Latten Dec. 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 14th day of December A. D. 1852

James Turner Clerk.

Andrew A Stetham
~~and~~ vs
Dwight Mopes.

Pltff for costs

Filed Dec 14 1852
James Turner Clerk

P C Doughty atty
for Defendant

Andrew G. Stitha
vs. ~~and~~
Delight Mapes

In Union Common Pleas.
in Mason

Issue an Execution in the above
case for Costs,

December, 11 1854

J. G. Bought attyp for
Defendant,

Jo James Lucas.
Clerk of U. C. Pleas

Civil/Domestic Case File

Case No. 1851-CV-0013

No. 51-CV-13

Union Common Pleas Court.

John Garrett
Plaintiff,

AGAINST

John Baker
Defendant.

JUN TERM, 1851

JUDGMENT VS, DEFENDANT
Dismiss

Journal 5 Page 40

Record No. Page

Ex. Doc. 4 Page 60

Law No 31

John Garrett

vs

John Baker

Dismissed

Cost 7 Dol.

Cost Bill made

Record None

John Garrett
v
John Baker

Trans

Filed Apl 14. 1857
James Kirkpatrick
Clerk

Cost Bill made
No Record

John Garrett } Bill of Particulars filed for Trespass
vs } and Damage in the Sum of $99.00
John Baker } The said John Garrett being a Nonresident of
the Township was required to give security for
Costs. and Thereupon he & Charles Bolkin Came before me &
acknowledged themselves ~~jointly~~ & Severally to owe ~~to~~ Stand
indebted to the said John Baker defendant the sum of Seventy
five dollars to be levied upon ~~their~~ respective goods Chattels
lands & Tenements upon this Condition that if said John
Garrett & Charles Bolkin shall pay all Costs that may accrue
in the prosecution of said action of said John Garrett
against John Baker when Judgment is rendered thereon by
me then the above recognizance to be void otherwise to be in
full force Signed Charles Bolkin
Taken signed & acknowledged before me this 25th day of Feby. 1851
M H Wadkins J P

Feby. 25th 1851 I issued for appearance on the first day of March
1851 at 1 O C P M Summons Returned Indorsed Served this
writ on the 26th day of Feby. at 12 O C by reading to defendant
Fees Travel 10 Serv. 10 (20) Samuel Balinger Const.
Subpoena issued by order of plaintiff for Geo. McAtee Jacob
Orahood Reynold Smith Wm Reynolds Subpoena returned indorsed
Served this writ by George McAtee & Reynolds Smith Served
by plaintiff this writ served by reading to William Reynolds
& Jacob Orahood on the 27th day of Feby. Travel & Service 40
Samuel Balinger Constable

Subpoena issued by order of plaintiff for George W Boxly
Subpoena Returned indorsed Served the within Summons to the
within named within Fees demanded & paid by me Fees 50
March 1st 1851 John Garrett Plaintiff
March 1st 1851 1 O C P M parties present and defendant asked
an adjournment & it was granted until 20th inst. at
1 O C P M
Subpoena issued by order of plaintiff for G W Boxly Jacob
Orahood George McAtee & Reynolds Smith

over

Subpoena returned indorsed Served this 1st March 20th 1851
Travel 20 Serve 20 (40) Samuel Balinger Constable
Subpoena issued by order of defendant for A Darrow Wm Reynolds
Sutton Weston Wm Miller Subpoena returned indorsed Served by
reading Reynolds Demands fees Served by John Baker defendant.
Reynold Smith Jacob Crahood Geo W Baxley & John Baker deft
Sworn & Examined as witnesses And after hearing the testimony
it is desided by me that the plantiff recover of defendant
ninety six cents damage therefor Judgt is rendered against
defendant for ninety six cents damage & the costs Taxed at
$7.85 Appealed by defendant.
In the action of John Garrett against John Baker I Calvin
Hill acknowledge myself bail for the appellant in the sum of
twenty five dollars to be levied of my goods Chattels Lands
& Tenements in case the appellant shal be condemned in
the action and shal fail to pay the condemnation money and
costs that have accrued & costs that may accrue in the Court
of Common Pleas Signed Calvin Hill
Taken signed & acknowledged before me this 29 day of March 1851

Damage	0.96	Witness fees		M H Wadkins J P
Justices fees				
Summon	12	Wm Reynolds	50	paid by plantiff
1st Bail Bond	25			
Subpoena	20	Geo. McAul	50	do do
2 Subpoena	12½	Reynolds Smith	100	do 50 cents
adjournment	10	Geo W Baxley	100	do by plantiff
3 Subpoena	20	Jacob Crahood	100	
Judgment	25	A Darrow	50	
Swearing Witnesses	10	Sutton Weston	50	
Bail Bond P.	25	Wm Miller	50	
Constable fees				
on Summon	20			
Subpoena	40			
Subpoena	40			

Recd. of John Baker five dollars & Eighty seven cents
in Cash & the following receipts for Witness fees & Const fees
Wm Reynolds A Darrows I Balinger Const. Sutton Westons
which is in full of the above Judgt. Apl 11th 1851
M H Wadkins J P

over

~~I certify~~

State of Ohio Union County Liberty Township ss
I do hereby certify that the foregoing is a full & true copy
of my Docket of the proceedings had by & before me in
the above Cause M. H. Williams J P
of the aforesaid Township

Fees 31c

Filed Apl 14. 1857
A Kirkade pr clerk

John Garrett }
vs } Trespass & Damages.
John Baker } Damages $99.00

John Garrett complains of John Baker, for that the said John Baker on or about the 1st day of May A.D. 1850 and on divers other days and times between that day and the commencement of this suit with force and arms broke and entered the close of the said John Garrett situate in the township of Liberty Union County and State of Ohio, and then and there, cut down, dug up and carried away and converted to his own use two hundred fruit trees of great value belonging to the Plaintiff and situate in said close, and with feet in walking and by cattle in pasturing injured the premises situate in said close, and by putting up and fastening upon the house therein situate, belonging to the Plaintiff a notice in writing forbidding any person to enter therein to dwell or to occupy said premises, by means of which and the aforesaid wrongs and injuries and other injuries committed by the Defendant upon said premises belonging to the Plaintiff, the said Plaintiff hath sustained great damage to wit the sum of Ninety-nine Dollars, and therefore he sues

John Garrett

March 1st 1851 1 O.C.P.M. parties present & defendant asked an adjournment & it was adjourned until 20th inst at 1 O.C.P.M.

Subpoena issued by order of plaintiff for George W Bayly Jacob Orahood Geo. McAul Reynolds Smith

Subpoena rt. indorsed Served this mt March 20 1851 Fees Travel 20 Service 20 (40) Saml Baker Const.

Subpoena ~~issued by~~ order of Defendant for A Danow Wm Reynolds Luther Nestor & Wm Miller

Subpoena returned indorsed Served this mt by reading Reynolds demands fees Served by John Baker defendant

March 1st 1851 1 O C P M parties present Trial had Rumen Smith Jacob Orahood Geo. W Bayly & (John Baker Dft.) Sworn & examined as witnesses and after hearing the testimony it is decided by me that the plaintiff recover of defendant ninety six cents damages

Therefore Judgt. is rendered against defendant for ninety six cent damages & the costs Taxed at $7.85

Appealed by Defendant.

In the action of John Garrett against John Baker I Calvin Hill acknowledge myself bound for the Appellant in the sum of Seventy five dollars to be levied of my goods Chattels Lands & Tenements if Case the Appellant shal be condemned in the action & shal fail to pay the Condemnation money & costs that have accrued & costs that may accrue in the Court of Common Pleas Calvin Hill

Taken signed & acknowledged before me M H Wadhams J P

Justices Fees	$1.35	Witness fees as follows Wm Reynolds 50	
Constables do	1.00	Geo McAul 50 Rumen Smith 100	
Witnesses	5.50	Geo Bayly 100 J Orahood 1.00 A Danow 50	
	$7.85	Luther Nestor 50 Wm Miller 50	Total $5.50

April 11 1851

Recd of John Baker five dollars & Eighty seven cents in Cash & the following rects for witness fees Wm Reynolds 50 A Danow 50 Luther Nestor 50 Which is in full of the above Judgment & costs

M H Wadhams J P Fees

State of Ohio Union County ss

I hereby certify that the above is a correct copy from my docket of the proceedings had by & before me in the above case

M H Wadhams J P Fees

Apl 29th 1851 Fees 31 Paid

John Garrett
vs
John Baker } Bill of particulars filed for trespass & damage
for the sum of $99.00

Filed May 1st 1851 Wm Rankin Clk

The said John Garrett being a non resident of the Township was required to give Security for Costs and thereupon he and Charles Bolkin Came before me & acknowledged themselves jointly & severally to owe & stand indebted to the said John Baker defendant the sum of seventy five dollars to be levied upon their Respective goods Chattels lands & Tenements upon this condition that if said John Garrett & Charles Bolkin shal pay all the costs that may accrue in the prosecution of the said action of said John Garrett against John Baker when judgment is rendered thereon by me then the above recognizance to be void otherwise to be in full force

Signed — Charles Bolkin

Taken signed & acknowledged before me this 25th day of Feby 1851
M. H. Wadleaus J.P.

Feby 25th 1851 I issued a summons for appearance on the 1st day of March 1851 at 1 O.C. P.M.

Summon Returned Indorsed this writ served by reading on the 26th day of Feby 1851 at 12 O.C. to the defendant Fees Travel 10 Service 10 (20) Saml. Balinger Const.

Subpoena issued by order of Plaintiff for George McAul Jacob Crabood Rinard Smith & Wm Reynolds

Subpoena returned indorsed Served this writ on George McAul Rinard Smith by reading service made by Plaintiff
This writ served by reading to Wm Reynolds & Jacob Crabood on the 27th day of Feby Travel & Service 40

Saml. Balinger Const.

Subpoena issued by order of Plaintiff for G. W. Bayley

Subpoena returned indorsed Service the within summons by reading to the within named witness Fees demanded and paid by me (Fees 50) March 1st 1851

John Garrett Plaintiff

over

Civil/Domestic Case File
Case No. 1851-CV-0014

Civil/Domestic Case

1851-CV-0014

located with

District Court Case

1852-DC-0006

Civil/Domestic Case File

Case No. 1851-CV-0015

No. 51-cv-15

Union Common Pleas Court.

Wm M Frick & Co, Plaintiff,

AGAINST

Jacob Strickler Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT

$192 41

Journal 3 Page 2

Record No. 6 Page 46

Ex. Doc. A Page 14

Union Commn pleas
April Term 1857

W. M. Finch & Co

vs

Jacob Strickler

Nil in Debt
and plea

Def't. by his atty J. Busch
Atty for Deft

Debt 192.41
Dam .10

Filed April 14. 1857
James Kinkade Cr Clerk
Ca Bill made
Record.
Buchtel
Recorded.

The State of Ohio } Center Com. Pleas
Union County ss } April Term 1857

W. M. Finch Ho plaintiffs by E. S. Backus their Attorney Complain of Jacob Strickler defendant herein in an action of debt For that whereas the defendant by the name and style of J. Strickler on the 8th day of February in the year 1857 at Columbus to wit at said County made his certain writing obligatory of that date sealed with his seal, and now to the Court here shown And then and there delivered the same to the plaintiffs and thereby bound himself to pay to the plaintiffs or order One hundred and ninety two Dollars forty one cents in sixty days after the date thereof yet the defendant hath not paid sum of money nor any part thereof to the damage of the said plaintiffs of 100 Dollars wherefore they sue &c

E. S. Backus

Jacob Strickler
vs } Union Com. Pleas April Term 1857
W. M. Finch Ho } In Debt.

And the said Jacob Strickler by Saml Brush (one of the Attorneys at law of said State and of this Court and who appears by virtue of a warrant of Attorney for that purpose executed by said Jacob Strickler) his attorney now comes and waives the issuing and service of process and appears to the above declaration and acknowledges that he doth owe and is indebted in manner and form as the said W. M. Finch Ho have above declared against him and confesses that said Finch Ho have sustained damages by reason of the detention of said debt. Ten cents. And consents that judgment may be now entered and rendered for the sum of $192.41 the debt aforesaid and ten cents the damages aforesaid and also for costs of suit and he releases all error in the proceedings and judgment so to be entered

S. Brush
Atty for Deft

Filed April 14, 1857
J. A. Kirkpatrick clerk

Recorded

Due

$192 40/100

Columbus O. Feby 8. 1851.

Sixty Days after date, for value received, we, ~~or either of us~~, I promise to pay M. W. Finch & Co.

One Hundred & Ninety Two 40/100 Dollars, and we hereby authorize and empower any Attorney of any Court of Record in the State of Ohio, at any time after the above note becomes due, to appear in any of said Courts for ~~us, or either of us~~ me, and confess judgment in favor of the legal holder hereof, for the said amount, interest and costs, and to release all errors and the right of appeal.

Witness ~~our~~ my Hands and Seals this Eighth day of February 1851.

J. Thirlwell L. S.

L. S.

L. S.

A-14

Union Com Pleas

W M Finch Ptf
vs
Jacob Strickler

Debt. $192.41
Damages .10
Costs 2.56
Interest .41

$195.48

Filed June 17. 1857
Jas Kinkead Jr Clerk

$193.98

Recorded

E Backus atty for Plffs

Mar 29 1858

Money paid in full
Interest & Costs
Atty Fees
Satisfied

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 14th day of April A. D. 1857 W. M. Finch & Co recovered against Jacob Strickler as well as the sum of One hundred & ninety two dollars and forty one cents for their debt, as the sum of ~~dollars and~~ Ten cents, for their damages; as also the sum of $ 2,, 56 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 Jacob Strickler you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 14th 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 W M Finch & 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 14th day of April A. D., 1857

James Kinkade jr Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0016

No. 51-CV-16

Union Common Pleas Court.

Delaware Bank
Plaintiff,

AGAINST

Andrew Huston
Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT
$4247 33

Journal 5 Page 16

Record No. 6 Page 58

Ex. Doc. A Page 16

No. 563.

A Hunter v.

$4220

Due 6/9 Lamy

Filed April 16. 1851
J. A. Kirkpatrick clerk

6/9 Lang

Delaware Ohio Sept. 6th 1850

$4220 7/-

Four Months after date for value received we jointly and severally promise to pay to the Delaware County Branch of the State Bank of Ohio, at Delaware or order, at its Banking House Four thousand two hundred and twenty dollars and we hereby authorize any Attorney at Law to appear for us or any of us at any time after the above sum becomes due, in any Court of record in the State of Ohio and confess judgment in favor of the holder hereof for the amount due hereon and interest and costs of suit and to release all errors and waive all rights of error and the right of appeal.

Witness our hands and seals this 6th day of September — A. D. 1850

Andrew Buster (Seal)
Seymour Renick (Seal)
Thos. Hueston (Seal)
Felix Renick (Seal)

No 5 d 3

86 51

County Branch of the State Bank of Ohio has above complained against them and confesses that the said plaintiff has sustained damages by reason of the detention thereof to seventy dollars and thirty three cents and he hereby releases all error and writ of error on behalf of said defendants

C. M. B. Allison
Atty for Defts.

Delaware Branch Bank

vs

Dan'l Ma

vs

Andrew Wheaton et al

Filed April 16. 1857
James Kirkpatrick Jr Clerk

Certificate issued
Recorded
Le corded

Union County ss } Court of Common Pleas
April Term AD 1857

The Delaware County Branch of the State Bank of Ohio complains of Andrew Huston, Seymour Renick, Thomas Huston and Felix Renick defendants in a plea of debt for that whereas the said defendants on the sixth day of September at Delaware AD. 1856 to wit, at the County 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 Delaware County Branch of the State Bank of Ohio and thereby bound themselves jointly and severally to pay to the said Delaware County Branch of the State Bank of Ohio or order Four thousand two hundred and twenty dollars in four months after the date thereof for value received which period has now elapsed. Yet the said defendants have not paid the said sum of money nor any part thereof to the damage of the plaintiff one thousand dollars and therupon it brings suit &c

By Finch & Pelkbone
Plfs attys

State of Ohio Union Co ss } April term AD. 1857

And now C W B. Allison one of the Attornies of this Court appears in Open Court on behalf of the said Andrew Huston, Seymour Renick Thomas Huston and Felix Renick defendants and by virtue of a warrant of Attorney for that purpose executed waives the issuing and service of process and acknowledges that the said defendants do owe the said sum of money above demanded to the plaintiffs in manner and form as the said Delaware

D. A. 16

Union Common Pleas

The Delaware County Branch of the State Bank of Ohio

vs

Andrew Huston, et al

Debt. $4220.00
Damages 70.33
Costs 3.56
Increase .41
4293 30
int. 8.61
4301 91

To June T. 1857

Filed May 3 1857
A Reinhart pr clerk
Recorded

Finch & Pettibone attys for Plaintiffs

Received May 1st 1857
Proceedings stayed by order of plaintiffs atty and recd my fees from the defendants
A. Boyer Sheriff
By R. Pickering county
No. The unit of the within judgment is hereby
also the costs which is infinitely inferior to un. co
Chas Delano May 1 1857

P. Smith Clerk
State Bank

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Pickaway **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. 1851 The Delaware County Branch of the State Bank of Ohio — recovered against Andrew Huston, Seymour Renick, Thomas Huston and Felix Renick as well as the sum of Four thousand two hundred & twenty dollars ~~and cents~~ for its debt, as the sum of Seventy dollars and thirty three cents, for its damages; as also the sum of $ 2,56 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 Andrew Huston, Seymour Renick, Thomas Huston and Felix Renick you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the Sixteenth 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 Delaware County Branch of the State Bank 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 17th day of April A. D., 1851

James Kinkade Jr Clerk.

M

Civil/Domestic Case File

Case No. 1851-CV-0017

Civil/Domestic Case

1851-CV-0017

located with

District Court Case

1852-DC-0004

Civil/Domestic Case File

Case No. 1851-CV-0018

No. 51-CU-18

Union Common Pleas Court.

Samuel McCampbell
Plaintiff,

AGAINST

Anna Henderson
Defendant.

JUN TERM. 1851

Discontinued

Journal 5 Page 134

Record No. No Record. Page

Ex. Doc. A Page 110

Law No. 34

Saml McCampbell
admr. of J. L. McCampbell
vs
Athara Henderson

Cost Bill filed
No Record

Saml McCampbell
administrator of
the Estate of
James McCampbell
Dec'd

vs

Miss Henderson

Cost 7.71
This Transcript 31

Total Cost $8.02

Filed April 15, 1851
Jas Kirkwood Jr Clerk

Samuel McCampbell
Administrator of
the Estate of James
McCampbell Dec'd
Vs
Miss Henderson.

Suit Brought on Book
Account
Items Amount to $34 31¼
With a credit of 2000
14 31¼

Feb. 21 1857 Bill Filed 26 Feb 1857
Summons Issued and Delivered
to David Conklin Const for
Appearance of the Defendant on
the 26th day of Feb 1857 at
10 oclock A M
Sont Issued By order of plantiff
for Wm Bigger Edwin Cowles
Zachariah Hotchman Saml Wood
burn John McCampbell and
William C Henderson
Sont Issued By order of Deft for
James Woodburn

plantiffs cost	
Summons	12½
Sont	32
Do	16
8 witnesses	400
Swearing wit	23
Const cost	200
Deft cost	62½
Judgment	25
	$7.71
This transcript	31

Summons Returned Served by Reading Feb 24th
1857 Fees 15 cts D Conklin Const
Sont Returned Served By Reading Fees 175
Feb 24 1857 D Conklin Const
Sont Issued by order of plantiff for Miss
Henderson & S Wilkins & Delivered to D Conklin
Const.
Sont Returned Served by Reading
Feb 26th 1857 Fees 35 D Conklin Const
Feb 26th 1857 10 oclock A M The parties the
witnesses sworn
Trial called and the plantiffs Books Exam
ined and four charges amounting to two Dollars
and seventy six cents Ruled out of plfs Bill
The Defendants Bill was filed and Wm C
Henderson was duly sworn, and then
said That on or about August 15th 1849

He met Doct McCampbell on the Road Between pleasant valley and Woodburn and there and then he N. C. Henderson Paid Dr McCampbell 20 ff in full of all acounts against Miss Henderson Saml Woodburn was examined and said That Mr C Hendrison demanded a Receipt of the Doct and the Doct told him that he would leave a Receipt with him and that there was not a Dollar Difference in the case of former settlement of Miss Henderson

It is therefore considered by me according to the testimony given in the case that there was a settlement made in full on or about the midle of fifteenth of august 1849 by N C Henderson for Deft and that the Deft Miss Henderson obtain a judgment against the plantiff Saml McCampbell administrator of the Estate of James McCampbell Decd. The cost of suit here in taxed at seven Dollars and seventy one cents

I hereby certify that the foregoing is a true copy from my docket
March 30 1837
James Thompson J.P.

Bill filed
Feb 26 1857

Filed Apl 15. 1857
J A Kirkpatrick clerk

Anna Henderson
ads-
Samuel McCamel
Administrator

Assumpsit

And the said Defendant comes and defends and says that she does not owe the amount demanded of her nor any part thereof and that the Plaintiff will take notice that the Defendant will offer in evidence and prove on the trial of the above cause settlement of all matters also Payments and also that the Plaintiff is indebted to the Defendant in the sum of fifty Dollars for goods sold and delivered also in the sum of fifty Dollars for Money had and Received and that the Defendant will demand a Judgement for the sum of fifty Dollars against the Plaintiff

Prepaid for
Witnesses

Filed June 18. 1857
J. A. Kirkland Jr. clerk

Samuel McCampbell
Administrator of James.
McCampbell deceased
v.
Anna. Henderson

In Union Common
Pleas.

Issue a Subpoena for
Samuel Ressler John
James.
witnesses for
June, 18 1854.

Lamb, Samuel. Woodburn.
Woodburn. and William Henderson.
Defendant.

J. C. Doughty atty for
Defendant

To. James Rinkade.
Clerk of C. C. Pleas.

Bill Particulars filed
Saml McCampbell
Administrator of
the Estate of James
McCampbell Decd
vs
Miss Henderson

Filed Apl 15, 1867
J Kirkwood p CM

Mrs Henderson Dr to Samuel McCampbell administrator of the Estate J. L. McCampbell Deceased

March 9th 1848	Mrs Henderson Dr to ½ pound salaretus		$ 0.05
March 11th	do Mrs Henderson Dr to medicine		.25
March 29th	do Mrs Henderson Dr to ~~medicine~~ ~~1~~ out		1.25
April 25th	do Mrs Henderson Dr to visit & medicine		1.75
April 28th	do Mrs Henderson Dr to visit & medicine		1.75
April 29th	do Mrs Henderson Dr to visit & medicine		1.75
May 1st	do Mrs Henderson Dr to medicine & quinine		.37½
May 2	do Mrs Henderson Dr to visit & medicine		1.75
May 16th	do Mrs Henderson Dr to medicine Out		.62½
June 16th	do Mrs Henderson Dr to medicine		.25
August 2	do Mrs Henderson Dr to visit & medicine		1.75
August 4th	do Mrs Henderson Dr to visit & medicine		2.00
August 5th	do Mrs Henderson Dr to visit & medicine		1.75
August 6th	do Mrs Henderson Dr to visit & medicine		1.75
August 7th	do Mrs Henderson Dr to visit & medicine		1.50
7th	do Mrs Henderson Dr to visit & medicine night		2.00
August 8th	do Mrs Henderson Dr to visit & medicine		1.75
August 9th	do Mrs Henderson Dr to visit & medicine		2.00
August 10th	do Mrs Henderson Dr to visit & medicine		1.75
August 11th	do Mrs Henderson Dr to visit & medicine		2.00
August 13th	do Mrs Henderson Dr to visit & medicine		2.00
August 19th	do Mrs Henderson Dr to visit & medicine 1.50 to quinine		1.87½
August 23	do Mrs Henderson Dr to medicine Out		.50
August 30th	do Mrs Henderson Dr to medicine		.62½
September 18th	do Mrs Henderson Dr to medicine		.37½
September 27th	do Mrs Henderson Dr to medicine		.37½
October 15th 1849	Mrs Henderson Dr to medicine ~~Ingred~~ out		.37½
			$ 34.18¾
August 15th 1849	Mrs Henderson Cr by cash on act.		
	by son Wm		$ 20.00
	Ballance Due		$ 14.18¾

276

11,42

Union Com. Pleas

Saml McCampbell admr
of Jas L. McCampbell decd
vs
Anna Henderson

Sub for writs

Filed June 24, 1857
D Kirkpatrick for Pltff

Returned By order of Plaintiffs attorney
June 24 1857

William G Mellon Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Samuel Ressler, John Samb, Samuel Woodburn, James Woodburn & William Henderson

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 Anna Henderson — in a certain controversy in said Court depending, wherein Saml McCampbell admr of Lat. S. McCampbell dec'd is Plaintiff, and Anna Henderson — 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 June A. D., 1851 James Kinkade Jr Clerk.

Anna Henderson
ads
Samuel McCampbell
Adm of James
McCampbell dec

plea.

Filed June 9, 1857
J. A. Kirkwood Jr. Clerk

J. C. Doughty
atty for Defendant

Anna Henderson,
ad.
Samuel McCampbell,
Administrator of the Estate of
James McCampbell deceased

Vs Union Common
Pleas

And the said Anna Henderson, comes and defends &, and says that she did not promise the said James McCampbell deceased, in manner and form as the Plaintiff, hath above thereof complained, against her and of this she puts herself upon the country and the Plaintiff doth the like.

Y. J. C. Doughty her atty

And the said Samuel McCampbell Administrator of the Estate of James McCampbell, deceased, will take notice that the Defendant, will offer in evidence, and, now on the trial of the above cause, that the said James McCampbell, in his lifetime did Receive, twenty Dollars in full satisfaction of all claims, held against the Defendant, and, ~~the~~ that the said James McCampbell in his lifetime, and the Defendant, agreed to jump their accounts, and the Defendant was to pay twenty Dollars, and the Defendant did pay the twenty Dollars to the said James McCampbell, upon the ~~to~~ agreement, which said twenty Dollars, was Received by the said James McCampbell in full satisfaction of all claims, held by him against the Defendant

hundred dollars, and thereupon he brings his suit 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 McCampbell Deceased

Curry & Robinson
Attorneys for Pltff

Union Common Pleas
Samuel McCampbell
Administrator &c
vs
Anna Henderson
Declaration

Filed May 24, 1857
James Thirkield Clerk

Curry & Robinson
Attys. for Pltff

State of Ohio } Court of Common Pleas for Union County
Union County ss } April Term A D 1852

Samuel McCampbell, Administrator of the estate of James McCampbell Decd. complains of Anna Henderson, who was sued in the court below by the name of Miss Henderson, in a plea of Assumpsit, for that the defendant in the life time of the said James McCampbell, to wit, on the twentieth day of August in the year of Our Lord One thousand Eight hundred and forty nine, at the County of Union aforesaid, was indebted to the said James McCampbell in the sum of fifty dollars for goods then and there sold and delivered by the said James McCampbel to the said Anna Hendersan at her request; And in the sum of fifty dollars for the price and value of goods then & there bargained and sold by the said James McCampbell to the defendant at her request; And in fifty dollars for the price and value of goods then and there sold and delivered by the said James McCampbell to the defendant at her request; And in fifty dollars for the price and value of work then and there done by the said James McCampbell for the defendant at her request; And in the sum of fifty dollars, for work and materials supplied by the said James McCampbell for the defendant at her request; And in the sum of fifty dollars for the price and value of work then & there done and materials for the same then and there provided by the said James McCampbell for the defendant at her request — And in the sum of fifty dollars for money then and there lent by the said James McCampbell to the defendant at her request — And in the sum of fifty dollars for money then and there paid by the said James McCampbell for the use of the defendant at her request, And in the sum of fifty dollars for money found to be due from the defendant to the said James McCampbell on an account then and there stated between them; And the defendant afterwards on the day & year aforesaid, at the County aforesaid in consideration of the premises respectively promised the said James McCampbell to pay to him the said moneys on request; Yet the defendant hath disregarded her promises, and hath not paid any of the said moneys or any part thereof, either to the said James McCampbell in his life time, or to the plaintiff as administrator aforesaid, since the death of the said James McCampbell to the damage of the plaintiff as administrator aforesaid, of one

Civil/Domestic Case File

Case No. 1851-CV-0019

No. 51-CU-19

Union Common Pleas Court.

Chas Phillips et al admr
Plaintiff,

AGAINST

James G Adams et al
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT

$250 00

Journal 5 Page 888 85

Record No. No Record Page

Ex. Doc. A Page 136

Law No. ~~25~~ 29

Phillis & Fullington adms

vs

Adams & Pollock

ac. Ind $250.

Certified transcript

of Record

Univ Com. Pleas

Phillis & Fullington
Administrators
vs

Adams & Pollock

Precipe

Filed Apl 15, 1857
Ja Knickade pr CK

Charles Phellis & James Frellington
Administrators of Moses Frellington's Estate
vs
James G G Adams &
George Pollock

Court of Com. Pleas
April Term AD 1851
Assumpsit –
Damages. three hundred dollars

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

You will issue a writ of Summons, against the defendants, returnable forthwith – Indorse, Suit brought on a joint note of hand given by defendants to Moses Frellington or order, for two hundred and fifty dollars, dated February 18th 1850, due six months after date – Also for goods sold and delivered, and money had and received
Damages three hundred dollars

Otway Curry
Atty. for Plff's.

Union Com Pleas

Charles Phelps & James Hullington admrs &c

vs

James G. Adams & George Bollock

Filed April 17, 1857
D Kinkade for Clk

"Suit brought on a joint note of hand given by defendants to Moses Hullington or order for two hundred and fifty dollars, dated February 18th 1856 due six months after date. Also for goods sold and delivered and money had and received

Damages three hundred dollars —

Alway Curry Atty for Plffs."

Served this writ by delivering to each of the within Named defendants a certified copy of this writ

Fees Mileage 35
Serv 55
Copy 40
$1.30

William G Main Sheriff

By Price
April 17 1857

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

James G. G. Adams and George Pollock

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 Charles Phillips & James Fullington Administrators of Moses Fullington's Estate 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 15th day of April A. D., 1857

James Kinkade Jr Clerk.

Charles Phillips &
James Fullington
admrs. of
Moses Fullington
vs
James G. G. Adams
and George Pollock

Amended Narr.

Filed Oct 4. 1857
J. Kinkade Jr clerk

Charles Phillips &
James Fullington, admrs.
of Moses Fullington
vs
James G. G. Adams &
George Pollock

State of Ohio, Union County, S.S.
Court of Common Pleas, April Term 1851

And Now comes the said Plaintiffs, & by leave of the court for that purpose first had, amend their said Declaration as follows, to wit insert after the word Fullington when the same occurs the third time in the eleventh line of said declaration, the words "or order!"

Also insert after the word "dollars" in the twelfth line of said declaration the words "for value received."

by Otway Curry
his Atty.

Union Common Pleas

James G. G. Adams &c
George Pollock
adt
Charles Phelps &c
James Fallington
Administrators &c
Plea

Filed June 28, 1857
Lad Kirkpatrick p clerk

Cole & Coats

James G. G. Adams &
George Pollock
ads
Charles Phillis &
James Fullington
Administrators of the
Estate of Moses Fullington Deceased

Court of Common Pleas
In Assumpsit

The said defendants
by Cole & Coats their attorneys come and defend &c.
and say that they did not promise as in the decla-
ration alleged: and of this the defendants put them-
selves upon the country, &c: and the plaintiffs do
the like, &c.

Cole & Coats
Att'ys for Defendants

Union Common Pleas

Charles Phillips & James Fulliton
Administrators of &c

vs

James G. G. Adams & George Pollock

Declaration
In Assumpsit

Filed May 19. 1857
James Kirkade p. C.C.

Ast Bill made
No Recovery

Otway Curry
Atty.

The State of Ohio } Court of Common Pleas
Union County ss } Of the Term of April AD 1852

Charles Phillis and James Fullington, Administrators of all and singular the goods, chattles and credits which were of Moses Fullington, deceased at the time of his death, who died intestate, complain of James P. Adams and George Pollock in a plea of Assumpsit, for that, whereas, the defendants on the 18th day of February AD 1850, at the County of Union aforesaid, made their promissory note in writing, and delivered the same to the said Moses Fullington in his life time, and thereby promised to pay to the said Moses Fullington the sum of two hundred and fifty dollars, six months after date thereof. Which period has now elapsed, and the said defendants then and there in consideration of the premises, promised to pay the amount of said note to the said Moses Fullington according to the tenor and effect thereof; and whereas, also the defendants, in the life time of the said Moses Fullington, to wit, on the fourth day of June AD 1850 at the County aforesaid were indebted to the said Moses Fullington in the sum of three hundred dollars, for the price of goods sold and delivered by the said Moses Fullington to the defendants at their request

And in the sum of three hundred dollars for money then and there lent by the said Moses Fullington to the defendants at their request

And in three hundred dollars for money then and there had and received by the defendants for the use of the said Moses Fullington

And in three hundred dollars for money

then and there found to be due from the defendants to the said Moses Fullington, on an account stated between them

And the defendants, afterwards, in the life time of the said Moses Fullington, to wit on the fourth day of June AD 1850 last aforesaid, in consideration of the premises, respectively, promised to pay the last mentioned sums of money respectively to the said Moses Fullington on request yet they have disregarded their promises and have not nor hath either of them paid any of the said moneys, or any part thereof to the said Moses Fullington in his lifetime or, since his death, to the said plaintiffs, Administrators as aforesaid; to the plaintiffs damage as Administrators, as aforesaid, three hundred dollars; and therefore they sue &c And the plaintiffs being into Court, here, their Letters of Administration which give sufficient Evidence to the Court, that they are Administrators of the said Moses Fullington deceased

By Otway Curry
Atty, for Pl'ffs.

Civil/Domestic Case File

Case No. 1851-CV-0020

No. 51-CV-20

Union Common Pleas Court.

John Murphy Plaintiff,

AGAINST

et al

James Kincade Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT

$147 66

Journal 5 Page 12

Record No. 6 Page 49

Ex. Doc. 4 Page 14

Venue in Common Pleas

James Kinkade Sr
James Kinkade Jr
vs
John Murphy
Plea

Filed Apl 15. 1857
Jas Kinkade Jr Clerk

Recorded

Geo. J. Cook

James Kinkade and
James Kinkade Jr
vs
John Murphy

Venin Common Pleas

April Term A.D. 1851

And the said James Kinkade and James Kinkade Jr by Otway Curry their attorney under and by virtue of a warrant of attorney herewith filed. Comes and waives the issuing and service of process herein and enters the appearance of the said James Kinkade and James Kinkade Jr. and for plea says that he cannot deny the action of the plaintiff, nor but that they the said defendants did promise as the plaintiff hath complained, nor but that the plaintiff hath sustained damages in the premises to the amount of One hundred and forty seven dollars and sixty six cents and confesses judgment therefor and costs; and all errors are hereby released.

Otway Curry
Atty for Defts.

J & J Kirkwood
Note $142.20.

Filed Apl 15. 1857
Jas Kirkwood pltff

Recorded

$144.20

On the first day of April next we or either of us promise to pay John Murphy or bearer one hundred and forty four 20/100 Dollars with interest —

Nov 20 1850

James Kinkade
James Kinkade Jr

We do hereby authorize Atwater Comly or any other Attorney at Law in the State of Ohio, to appear in any Court of Record in said State at any regular term thereof (after the above note shall become due) waive the issuing and service of process and confess a judgment against us or in favor of John Murphy or bearer for the sum of one hundred and forty four 20/100 Dollars and interest from this date and costs to the rendition of said judgment and thereupon to waive all right and benefit of appeal in behalf of ourselves & to release all errors

November 20 1850

James Kinkade (Seal)

James Kinkade Jr (Seal)

Union Common Pleas

John Murphy

vs

James Kinkade Sr.

James Kinkade Jr

Certificate Mark Record

#1766.

Filed April 15, 1857
Jas Kinkade Jr clerk

Recorded

Cole & Coates

The State of Ohio
Union County ss } Court of Common Pleas

April Term A.D. 1851

Amicable Action entered between the parties

John Murphy complains of James Kinkade and James Kinkade jr in a plea of Assumpsit for that whereas the said James Kinkade and James Kinkade jr on the 20th day of December A.D. 1850 at Union County aforesaid made their promissory note in writing, and delivered the same to the said John Murphy and thereby promised to pay to the said John Murphy or bearer One hundred and forty four and 20/100 dollars on the first day of April next after the date thereof, with interest, which period has now elapsed, and the said James Kinkade and James Kinkade jr then and there in consideration of the premises promised to pay the amount of the said note to the said John Murphy according to the tenor and effect thereof. Yet the said James Kinkade and James Kinkade jr have disregarded their promises, and have not paid the said sum of money, or any part thereof, to the damage of the said John Murphy One hundred and fifty dollars and thereupon he brings suit &c

Bay Cole & Coats
His Attys

Civil/Domestic Case File

Case No. 1851-CV-0021

No. 51-CV-21

Union Common Pleas Court.

Elias Topliff, Plaintiff,

AGAINST

Marova Beach Defendant.

APR TERM. 1851

JUDGMENT VS DEFENDANT

Journal 3 Page 24

Record No. 6 Page 65

Ex. Doc. A Page 18

Union Com Pleas

Elias Topliff
vs
Marova Beach
Scire Facias

Recorded

Filed Apl 16. 1857
S Kinkade pl Clk

Cert Bill made
Record

Cole & Coats attys
for Pltff.

The within named Marova Beach
not found April 16th 1857

Fees Mileage 5
Serv 35

William Martin Sheriff

I acknowledge legal service of the
writ upon me. and enter
my appearance. ~~to~~ the same
April 18 1857 Marova Beach

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Elias Topliff — lately, to wit: on the 23rd day of April A. D., 1850 before David Burnham Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marva Beach for the sum of Fifty Seven — dollars and fifty five cents Debt ~~and~~ ——— ~~dollars~~ and 22½ 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 David Burnham Esquire, Justice of the Peace as aforesaid, that the said Marva Beach 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 Elias Topliff 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 Marva Beach — wherefore the said Elias Topliff — 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 Marva Beach to 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 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 16th day of April — A. D., 1851

James Kinkade Jr Clerk.

Transcript

Elias Topliff
vs
Marova Beach

Filed April 16, 1851
J Kirkade pr clerk

Recorded

Apl. 12/51 Costs $1.08½

Elias Topliff	
vs	
Marova Beach	
Debt & Int.	$57.55
Satisfaction	10
Ent Judg.	12½
Ent Bail	25
Execution	25
L. M. T. Fees	5
Transcript	31

Suit on a note of hand of which the following is a Copy

$50.00 On the first day of April A.D. 1850 eighteen hundred and fifty I promise to pay Elias Topliff or bearer fifty Dollars with interest from date. For value received this 15th day of October A.D. 1847 Marova Beach

April 23. 1850 Marova Beach personally appeared without process and confessed Judgment on the above discribed note of hand —

Whereupon the interest mascot and Judgment rendered against said Marova Beach the defendant in favour of Elias Topliff the plantiff for the sum of fifty seven Dollars and fifty five cents Debt, and costs of suit taxed at 22½ Cts.

In the action of Elias Topliff against Marova Beach we Alonzo Garlick and William W. Wood ~~acknowledge~~ acknowledge our selves bail for Marova Beach for stay of Execution for the sum of fifty seven and 55/100 Dollars to be levied of our goods and chattels lands and tenements if default be made in the condition following —

Which is that the said Marova Beach shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue

Alonzo Garlick
W. W. Wood

Taken signed and acknowledged before me this 1st day of May A.D. 1850 Daniel Burnham J.P.

March 6. 1851 Execution issued and handed to John Morrow Jr Constable and returned in due time indorsed as follows The within named Marova Beach hath not any goods or chattels whereof I can make any part of the amount of this Execution March 31. 1851. Mileage 5 John Morrow Jr Constable

It is suggested to me that the said Defendant is possessed of lands liable to levy and sale on Execution. April 1. 1851

The State of Ohio Union County Union 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 aforesaid cause

Daniel Burnham J.P.
of the aforesaid township

April 12. 1851

A. 18

Elias Topliff
vs
Marva Beach

Debt $57.55
Costs of suit 22½
Surp. from Apl 23. 1857 .91
Subsequent costs
Costs in Court 3.34½
Int. from Apl 19. 1857
This writ .41

Received July 1. 1857
Filed July 1. 1857
J. Minkadsp clerk
Recorded
Cal. Hoadley for Atty

Received this writ April 28th 1857 Served in Conjunction with ~~an other Execution~~ two other Executions May 21st 1857 upon the following described real estate to wit, Beginning 2 Poles & 02 links S 20 W from Wilson Reeds South East Corner of Lot No one in the town of Milford the South east corner of Oliver Kenneredys Lot bought of Elias Topliff from thence S 20 W 4 Poles 7⅔ links thence N 70 W 4 Poles and 9 links thence N 20 E 13 ~~Poles and 12 links thence S 68 40 Poles 13⅔~~ N 20 E 3 Poles and 12 links thence South 68 40/100 Poles 13⅔ links ~~links~~ to the beginning

Had the above described real estate appraised May 21st 1857 by the oaths of James Riddle Robert Snodgrass and Andrew Keyes at three hundred dollars, had the said real estate Advertised 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 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 25
Serv 35
60

William C Malin Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting:

Whereas Elias Topliff on the 23rd day of April AD 1850 before Slavia Burnham One of our Justices of the Peace within and for the County of Union recovered a judgment against Manoa Beach for Fifty Seven dollars and fifty five cents Debt and 22½ cents Costs of Suit, and whereas afterwards upon our certain writ of Scire Facias in that behalf issued on the 19th day of April AD 1857. 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 Manoa Beach upon the judgment aforesaid for the Debt and Costs aforesaid and also for the sum of 91 cents subsequent Costs in the Court below and also that the said Plaintiff recover against the said Defendant his Costs in that behalf expended taxed to $3.34½ whereof the said Manoa Beach is Convicted as appears to us of Record. Therefore we Command you that of the Goods and Chattels and for want thereof of the lands and tenements of the said Manoa Beach in your bailiwick you cause to be made the Debt and Costs aforesaid with interest on the Debt and Costs of suit from the 23rd day of April AD 1850 and on the remainder of the Costs from the 19th day of April AD 1857 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 our next Term to render unto the said Elias Topliff. And have you then there this writ.

Witness James Rinkade Jr Clerk of said Court at Marysville this 28. day of April AD. 1857.

James Rinkade Jr Clerk

A. 18

Elias Topliff
vs
Marrow Beach

Debt	$57.55
Costs of suit	.22½
Debt from Apl 23/50 —	
Costs	4.25
Debt from Apl 19. 1851 —	$1.01
Increase Costs	.41
This Writ —	

Sept 3. 1851

Filed Septr 30. 1851
Jas Kinnaid for clerk

Recorded

Cash & Coats Attys for Plff

Received this Writ August 12 1851
Rood the within is a correct real Estate Advertised in the
Marysville Tribune a news Paper published once in seven
circulation in said county. Otherwise for at least 30 days
Previous to the day of sale I posted the day & advertised the
29th day of September A.D. 1851 At long the day & advertised the
same to be sold between the legal hours offered the
same at the door of the Court House in said County
to Public Auction and sold the same to Levi
Dunham for the hundred and ten dollars he
Being the highest and best Bidder there for and
he it being more than the two thirds the appraised
value thereof

Fees Serv	85
Mileage	5
Advertising	25
	65

Wm Simmons 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 Marova Beach

Viz: Beginning 2 poles 2½ links S 20 W from Wilson Reeds South east Corner of lot No Cw. in the Town of Milford. the South east Corner of Oliver Kennedys. lot bought of Elias Topliff from thence S 20. W 4 poles 7⅓ links. thence N 70 W 4 poles and 9 links thence N 20 E 13 links thence N 70 W 5 links. thence N 20 E 3 poles and 12 links thence South 68 40/100 E 4 poles poles 13⅓ links to the Beginning

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

the sum of Fifty Seven dollars and fifty five cents for his Debt ~~for damages~~, together with $ 0.22½ also $4.25 Costs and interest from April 19. 1851 for his costs, with interest thereon from the 23rd day of April A.D. 1850 until paid, which late in our said Court the said Elias Topliff recovered against the said Marova Beach an Award of Execution for the Debt and Costs aforesaid as of record is manifest. Also, $ 1.01 increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold 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 Elias Topliff

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

Witness, ~~JOHN CASSIL~~ James Kirkade jr Clerk of said Court at the Court House in Marysville, this 12th day of August A.D. 1851 James Kirkade jr Clerk.

Venire Common Pleas

Elias Topliff
vs
Murona Beach
Praecipe

Filed August 11. 1857
S Kirkpatrick p clerk

Cole & Coate Attys

Elias Topliff
vs
Marvin Beach

Court of Common Pleas of Union County Ohio: June Term A.D. 1851

In Error Facias

Issue an execution in the above cases directed to the Sheriff of Union County Ohio:

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

August 10th 1851.

Cole & Coats Atty's for Plaintiff.

Civil/Domestic Case File

Case No. 1851-CV-0022

Union Com Pleas

Elias Topliff
vs
Marova Beach

Seire Facias

Filed Apl 16 1857
J Kinkade Jr Clk

Cert Bill Sheriff
Record

Recorded

Cole & Coats attys for
Plaintiffs

The writ in name Marova Beach
Not found April 16 1857

Fees Mileage 1
Serv 3 50

Wm Wilson Sheriff

I acknowledge legal service of the
within writ upon me and enter
my appearance to the same
April 18 1857 Marova Beach

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Elias Topliff lately, to wit: on the 23rd day of April A. D., 1850 before David Burnham Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marva Beach for the sum of Fifty Seven — dollars and 55 cents Debt — ~~and~~ — ~~dollars~~ and 22½ 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 David Burnham Esquire, Justice of the Peace as aforesaid, that the said Marva Beach 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 Elias Topliff 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 Marva Beach wherefore the said Elias Topliff — 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 Marva Beach — to 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 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 16th day of April A. D., 1851

James Kinkade Jr Clerk.

A. 18 2

Elias Joplift
vs
Monroe Beech

Debt $57.55
Costs of suit 22½
writ from apl 23/50 –
Subsequent Costs 91
Costs in Court 3.34½
writ from apl 19/51
This writ .41

Filed July 1. 1851
Phil Rads Jr Clerk

Defendant
Released

Sale & Order to Plff

Received this writ April 28th 1851
Levied in conjunction with two other Executions upon the following real Estate to wit Beginning 2 poles 24 links S 20 W from Wilson Reeds South East Corner of Lot No one in the Town of Milfore the South east corner of Oliver Kenedays Lot Lousiff of Elias Joplift from thence S 20 W 4 Poles 7⅔ links thence N 7 W 4 Poles and 9 links thence N 20 E 13 links thence N 20 W 8 links thence N 20 E 3 poles and 12 links thence S 68 40/100 Poles 13⅔ links to the Beginning
had the above described real estate appraised May 21st 1851 by the oaths of James Riddle Robert Snodgrass and Andrew Keyes at three Hundred dollars had the said real estate Advertised 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 & afterwards to wit on the 30th day of June AD 1851 between the Legal hours of ten o'clock AM and four o'clock PM 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 1851

Fees Mileage 25
Levis 35
60

William C Malin Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting:
Whereas Elias Topliff on the 23rd day of April AD 1850 before David Burnham One of Our Justices of the Peace within and for the said County of Union recovered a Judgment against Marva Beach for Fifty Seven dollars and fifty five Cents Debt and 22 1/2 cents Costs of Suit, And whereas afterwards upon Our certain Writ of Scire Facias in that behalf issued on the 19th day of April AD 1851 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 Marva Beach upon the Judgment aforesaid for the Debt and Costs aforesaid and also ~~that the said Elias Topliff~~ for the sum of $6.91 cents subsequent Costs in the Court below and also that the said Elias Topliff recover against the said Marva Beach his Costs in that behalf expended taxed to $3.34 1/2 Whereof the said Marva Beach 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 in your bailiwick you cause to be made the Debt and Costs aforesaid with interest on the Debt and Costs of Suit from the 23rd day of April AD 1850 and on the remainder of the Costs from the 19th day of April AD 1851. 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 and have you then there this writ.

Witness James Kirkpatrick Jr Clerk of said Court at Marysville this 28th day of April AD 1851.

James Kirkpatrick Jr Clerk

C. A. 18

Elias Topliff
vs
Marcus Leach

Debt $57.55
Costs Writ .25
Endorsement Apl 23. 1850 4.35
Costs
Endorsement Apl 19. 1851
Increase Costs 1.21
This Writ .41

Sept. 1851

Filed Sept. 30. 1851
A. Kilbach Clerk

Recorded

Sale Leach to Topliff

Received this writ August 11th 1851.
~~Proceeded same to levy in conjunction with four other writs of execution in favor of Elias Topliff against~~
Had the within described real estate advertised in the Marysville Journal a news paper published and in general circulation in union County Ohio for at least 30 days previous to the day of sale. I afterwards to wit on the 29th day September AD 1851 it being the day I advertised the same to be sold between the Legal Hours offered the same for sale by Public auction at the door of the Court house in said county and sold the same to James Burnham for three hundred and ten dollars he being the best and last Bidder there for and it being more than the two thirds the appraised value there of

Fees Mileage $—
Services 3 $
40

William C Mackey Shff

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

Marva Beach, Court, Beginning 2 poles 2½ links S 20 W. from Wilson Reeds south east Corner of lot No. One in the town of Milford the south east Corner of Oliver Kennedys lot bought of Elias Topliff from thence S 20 W 4 poles 7⅓ links thence N 7 W 4 poles and 9 links, thence N 20 E 13 links, thence N 70 W 5 links, thence N 20 E 3. poles and 12 links, thence S. 68 40/100 poles 13⅓ links to the beginning

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

the sum of Fifty Seven dollars and fifty five cents for his Debt ~~for damages~~, together with $ 0.22½ also $4.25 costs and interest from April 19. 1857 for his costs, with interest thereon from the 23rd day of April A.D. 1851 until paid, which late in our said Court the said Elias Topliff recovered against the said Marva Beach an award of Execution for the Debt and Costs aforesaid

as of record is manifest. Also, $ 1.01 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Elias Topliff.

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick, Clerk of said Court at the Court House in Marysville, this 12th day of April A.D. 1851

James Kirkpatrick

Clerk.

Transcript
Elias Topliff
vs
Marova Beach

Filed Apl 16. 1857
D Kirkade p clerk

Recorded

Apl 12/57 Costs $1.08½

Elias Topliff	
vs	
Marova Beach	
Debt & Int.	$57.55
Satisfaction	10
Ent. Judg.	12½
Ent. Bail	25
Execution	25
J. M. C. Fee	5
Transcript	31

Suit on a note of hand of which the following is a copy

$50.00 On the first day of April A.D. 1850 eighteen hundred and fifty, I promise to pay Elias Topliff or bearer fifty Dollars with interest from date for value Received this 15th day of October A.D. 1847 Marova Beach

April 23. 1850 Marova Beach personally appeared without process and confessed Judgment on the above described note of hand

Whereupon the interest was cast and Judgment rendered against Marova Beach the defendant in favour of Elias Topliff the plaintiff for the sum of fifty seven Dollars and fifty five cents Debt and costs of suit laxed at 22½ cents

In the action of Elias Topliff against Marova Beach we Alonzo Garlick and William W. Woods do acknowledge our selves bail for Marova Beach for stay of Execution for the sum of fifty seven and 55/100 Dollars to be levied on our goods and chattels lands and tenements if default be made in the condition following which is the said Marova Beach shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue

Alonzo Garlick
W. W. Woods

Taken signed and acknowledged before me this 1st day of May A.D. 1850 David Burnham J.P.

March 6. 1851 Execution issued and handed to John Morrow Jr. Constable, and returned in due time indorsed as follows, The within named Marova Beach hath not any goods or chattels whereof I can make any part of the amount of this execution March 31. 1851. Mileage 5. John Morrow Jr. Constable

It is suggested to me that the said Defendant is possessed of lands liable to levy and sale on Execution April 1. 1851

The State of Ohio Union County, Union 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 aforesaid cause

April 12. 1851 David Burnham J.P.
of the aforesaid township

Filed April 16. 1857
J. Kuikendall for Ct

Elias Topliff
vs
Marora Beach

Three judgements on
before David Burnham
Justice of the Peace

Issue writs of Scierefacias ~~to~~ to
charge bail as returnable forthwith
April 16 1851

Cole & Coals
Atty. for Pltff

To J. Huckade Jr
Chk

Civil/Domestic Case File

Case No. 1851-CV-0023

No. SL-CV-23

Union Common Pleas Court.

Elias Toplet
Plaintiff,

AGAINST

Marova Beach
Defendant.

APR TERM, 1851

DECREE FOR PLAINTF

Journal 5 Page 24

Record No. 6 Page 68

Ex. Doc. A Page 20

Union Com Pleas

Elias Topliff

vs

Marva Beach

Scire Facias

J. Ide Apl 16. 1857
Filed and pell

Cost Bill made
Record

Recorded

Cole & Lewis attys
for Pltffs.

The within Marva Beach
not found April 16 1851

Lee Malaze 5
Perry 35

William C. Allen Sheriff

I acknowledge legal service of the within
writ upon me and enter my appearance
to the same

Marva Beach

April 18. 1851

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Elias Topliff lately, to wit: on the 23rd day of April A. D., 1850 before David Burnham Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marva Beach for the sum of Forty two dollars and 18 cents Debt ~~and~~ _____ ~~dollars~~ and 22½ 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 David Burnham Esquire, Justice of the Peace as aforesaid, that the said Marova Beach 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 Elias Topliff 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 Marva Beach — wherefore the said Elias Topliff 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 Marva Beach — to 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 execution ought not to issue against his goods and chattels, lands and tenements to satisfy said Judgment and 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 16th day of April A. D., 1851

James Kinkade Jr Clerk.

Transcript
Elias Topliff
vs
Marova Beach

Filed Apl 16. 1857
D Kirkpatrick for Clk

Recorded

Apl 12/57 Costs $1.08¼

Elias Topliff
vs
Marova Beach

Debt & Int.	$42.18
Satisfaction	10
Ent. Judg.	12½
Ent. Bail	25
Execution	25
J. M. C. Fee	5
Transcript	31

Suit on a note of hand of which the following is a copy

$50.00 On the first day of April A.D. 1849 eighteen hundred and forty nine I promise to pay Elias Topliff on header fifty Dollars, with interest from date For value Received this 15th day of October A.D. 1847

Marova Beach

and indorsed on the same above described as follows. July 16. 1849 paid fifteen Dollars and forty two cents ($15.42)

April 23. 1850 Marova Beach personally appeared without process and confessed Judgment on the above described note. Whereupon the interest was cast and Judgment rendered against said Marova Beach the defendant in favour of Elias Topliff the plantiff for the sum of forty two Dollars and eighteen 65/100 Debt, and costs of suit taxed at 22½ 65/100

In the action of Elias Topliff against Marova Beach we Alonzo Garlick and William W. Woods do acknowledge our selves bail for Marova Beach for Stay of Execution for the sum of forty two and 65/100 Dollars to be levied of our goods and chattels lands and tenements if Default be made in the condition following which is that the said Marova Beach shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue

Alonzo Garlick
W. W. Woods

Taken signed and acknowledged before me this 1st day of May A.D. 1850

David Burnham J.P.

March 6. 1851 Execution issued and handed to John Morrow Jr Constable and returned in due time indorsed as follows The within named Marova Beach hath not any goods or chattels whereof I can make any part of the amount of this Execution March 31. 1851
Milage 5

John Morrow Jr
Constable

It is suggested to me that the said Defendant is possessed of land liable to levy and sale on Execution April 1. 1851

The State of Ohio, Union County, Union Township, SS.
I do hereby certify that the above is a full and true copy from my Docket of the proceedings had ~~and~~ by and before me in the aforesaid cause

David Burnham J.P.
of the aforesaid township

April 12. 1851

A. 20

Elias Hoplitt
vs
Warren Beach

Debt $42.18
Costs 25½
Interest from Apl 23/57 —
Costs 4.25½
Interest from Apl 19. 1857
Increase Costs
This Writ

$8.41
.41

Sept 7. 1857

Filed Sept 30. 1857
Attest Jas Mitchell Jr Clerk
Executed
Costs Costs allow 1 00

3

Received this writ August 12 1857
Had the above real estate advertised in the Marysville Journal 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 29 th day of September A D 1857 it being the day I advertised the same to be sold between the legal hours offered the same for sale at the door of the court house in said County by Public auction and sold the same to David Burnham for three hundred and ten dollars he being the highest and best bidder therefor and it being more than two thirds the appraised value thereof

Fees	Mileage	8
	Levis	35
	Poundage	6.20
		6,60
	Pen Fee	4 00
		10 60

William C Mills Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Marova Beach.

Tow'n, Beginning 2 poles 2½ links S 20 W. from Wilson Reeds South east Corner of lot No 1 in the town of Milford. the South east Corner of Oliver Kennedys lot. bought of Elias Topliff from thence S 20. W. 4 poles 7½ links. thence N 70 W 4 poles and 9 links thence N 20 E 13 links, thence N 70 W 5 links. thence N 20. E 3 poles and 12 links. thence S 68 40/100 poles 13⅔ links to the beginning.

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

the sum of Forty two dollars and Eighteen cents for his Debt ~~for damages,~~ together with $ 0.22½ for his costs, with interest thereon from the 23rd day of April A.D. 1850, until paid, which late in our said Court the said also $4.25 costs and interest from April 19. 1851

Elias Topliff

recovered against the said Marova Beach an Award of execution for the Debt and costs aforesaid.

as of record is manifest. Also, $ 8.41 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 Elias Topliff

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 12th day of August A.D. 1851

James Kinkade Jr Clerk.

a. 20

3

Elias Topliff
vs
Marcus Beach

Debt	$42.18
Costs of suit	.22½
int from Apl 23/50	
Subsequent costs	.91
Costs in Court	3.34½
int from apl 19/51	
This Writ	.41

Filed July 2. 1851
L Kirkado p clerk

Jo Sum J. 1851

Recorded

Cole & Coats attys for Plff

Received this writ April 28th 1851 and consequently with two other Executions ~~issued~~ issued May 21st 1851, upon the following described real estate to wit, Beginning 2 poles 21½ links S 20 W from Wilson Reeds South East Corner of Lot No one in the Town of Milford the South East Corner of Oliver Kennedys Lot South thro Elias Topliff from thence S 20 W 4 poles 4/3 links thence N 70 W 4 poles and 4 links thence N 20 E 13 links thence N 70 W 5 links thence N 20 E 3 poles and 12 links thence S 68 49/100 poles 13 1/3 links to the Beginning and the above described real estate appraised May 21st 1851 by the arbitrators of James Nichols Robert Mod Jas and Andrew Keyes at three dollars, Said the said real estate advertised for sale in the Marysville Tribune a newspaper published and in general circulation in said county of Union for more than thirty days previous to the day of sale & afterwards to wit, on the 30th day of June AD 1851 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 1851

Fees Mileage	25
Levy	35
Serv	35
August 1	00
Cert Appraisement	30
Copy Appraisement	25
Appraisers	5 0
Pr Sec	4 00
	8 00

Milton G Nelson Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting:

Whereas Elias Topliff on the 23rd day of April AD 1850 before David Burnham one of our Justices of the Peace within and for the County of Union recovered a Judgment against Marva Beach for Forty two dollars and Eighteen cents Debt and twenty two 7/ cents Costs of suit, and Whereas afterwards upon our certain Writ of Scire Facias in that behalf issued on the 19th day of April AD 1851 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 Marva Beach upon the judgment aforesaid for the debt and Costs aforesaid and also for the sum of 91 cents subsequent Costs in the Court below, and also that the said Elias Topliff recover against the said Marva Beach his Costs in that behalf expended taxed to $3.34½ whereof the said Marva Beach is Convicted as appears to us of Record. Therefore we Command you that of the Goods and Chattels and for want thereof, of the Lands and tenements of the said Marva Beach in your Bailiwick you cause to be made the debt and Costs aforesaid with interest on the debt and Costs of suit from the 23rd day of April AD 1850 and on the remainder of the Costs from the 19. day of April AD 1851. 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 Elias Topliff and have you then there this writ.

Witness James Kinkade Jr Clerk of said Court of Common Pleas at Marysville this 28th day of April AD 1851

James Kinkade Jr Clerk

Civil/Domestic Case File

Case No. 1851-CV-0024

No. SL-CU-24

Union Common Pleas Court.

Chas Phillips, et al admr
Plaintiff,

AGAINST

Wm M Robinson et al,
Defendant.

JUN TERM, 1851

JUDGMENT VS DEFENDANT
$138 28

Journal 3 Page 34
Record No. 6 Page 87
Ex. Doc. 34 Page 40

Law. No. 36.

Phillis & Fullington Admrs.
vs
Robinson & Miller

Cost Bill made
Record

Recorded

Union Common Pleas

C Phillips & J Fullington
Admrs of the Estate of M. Fullington
vs
Wm M Robinson &
J C Miller

Precipe

Filed April 17, 1857
J Kirkado for clerk

Charles Phillis and James Fullington
Administrator of the estate of Moses Fullington dec'd
vs
Wm M. Robinson and James C Miller

In Assumpsit
Damages, four hundred dollars

Issue a writ of Summons, for the defendants, returnable forthwith — Indorse Suit brought on a joint note of hand for two hundred and twelve dollars, dated December the 8th 1848. Due six months after date thereof, made by Wm M. Robinson, and James C Miller, payable to Moses Fullington or order. Also, for goods sold and delivered and for money had and received — Damages four hundred dollars

To the Clerk of the Court of Common Pleas

April 16th 1851 — C. Tway Curry
Atty for Pltff's.

Union Com Pleas

Charles Phillips & James Fullington admrs of the Estate of Moses Fullington

vs

Wm M Robinson & J L Miller

Filed April 19. 1857
Jas Kirkpatrick for Clk

"Suit brought on a joint note of hand for two hundred and twelve dollars. dated December the 8th 1848. due Six months after date thereof. made by Wm M Robinson and James L Miller payable to Moses Fullington or order, also for goods sold and delivered and for money had and received — Damages four hundred dollars.

Otway Curry atty for Pltffs."

Recorded

Jas Kirkpatrick the service of this writ with April 17. 1857
Wm M Robinson

Received This writ by delivering a certified copy of this writ to the within named J L Miller April 18 1857
Lee Milage 50
Serv 70
Copy 20
$1.40 William C Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Wm. M Robinson & James C. Miller

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 Charles Phillis & James Fullington Administrators of the estate of Moses Fullington deceased, 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 17th day of April A.D., 1857

James Kinkade Jr Clerk.

Union Com. Pleas

Charles Phillips & James Ful-
Administrators of. &c
vs
Mrs M. Robinson & J. C. Miller

Declaration
In Assumpsit

Filed May 19. 1857
James Kilkade for Pl

Cost Bill made
Record
Recorded

Alvan Ames
Atty-

The State of Ohio } Court of Common Pleas
Union County - ss } Of the April Term AD 1852

Charles Phillis and James Fullington, Administrators of all and singular the goods, chattels and credits, which were of Moses Fullington, deceased, at the time of his death, who died intestate, Complain of Wm M Robinson and James C Miller, in a plea of Assumpsit, for that, whereas, the defendants on the 8th day of December AD 1848, at the County of Union aforesaid made their promissory Note in writing, and delivered the same to the said Moses Fullington in his life time, and thereby, promised to pay to the said Moses Fullington the sum of two hundred and twelve dollars, six months after date thereof, which time has now elapsed, and the said Wm M Robinson and James C Miller then and there in consideration of the premises promised to pay the amount of said Note to the said Moses Fullington according to the tenor and effect thereof; and whereas, also the defendants, in the life time of the said Moses Fullington, to wit on the fourth day of June AD 1850, at the County of Union aforesaid, were indebted to the said Moses Fullington in the sum of four hundred dollars for the price and value of goods sold and delivered by the said Moses Fullington to the defendants at their request

And in the sum of four hundred dollars for money then and there lent by the said Moses Fullington to the defendants at their request

And in four hundred dollars for money then and there had and received by the defendants for the use of the said Moses Fullington

And in four hundred dollars for money then

and there found to be due, from the defendants to the said Moses Fullington, on an account then and there stated between them

And the defendants, afterwards, in the life time of the said Moses Fullington, to wit, on the fourth day of June AD 1850 last aforesaid, in consideration of the premises respectively, promised to pay the last mentioned sums of money, respectively to the said Moses Fullington on request. Yet they have disregarded their promises and have not nor hath either of them paid any of the said moneys or any part thereof to the said Moses Fullington in his life time, or since his death, to the said Plaintiffs, Administrators as aforesaid; To the Plaintiff's damage, as Administrators, as aforesaid, four hundred dollars, and therefore they sue &c And the plaintiffs bring into Court, here their Letters of Administration, which give sufficient evidence to the Court that they are Administrators of the said Moses Fullington deceased

By Owen Cummy
Pltffs atty.

No. A. 40

Charles Phillips & James O'Fallington Admr of the Estate of Moses Fullington dec'd

vs

William M Robinson James C. Miller

Damages $238.28
Costs 4 24
Procedendo 3 76
Judgment 41

Filed March 30 1852
James Brown Clerk

Received this writ March 13th 1852
Had the within described Property Advertised in the Marysville Tribune a news paper Published and in General circulation in union County Ohio for at least ten days previous to the day of Sale Afterwards to wit on the 29th 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 45
Levis 35
Advertising 25
Printers Fee 100
$2.05

March 30th 1852

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~~ Goods and Chattles of William M Robinson To wit, Two Bay Mares. six two year old Hifers. two yearlings and one two horse waggon

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 Charles Phillis & James Hullington administrators of the Estate of Moses Hullington decea

the sum of Two hundred & thirty Eight — dollars and Twenty Eight cents for their ~~for~~

damages, together with $ 4. 24 for their costs, with interest thereon from the 30th day of June A. D. 1857 until paid, which late in our said Court the said Charles Phillis & James Hullington administrators of the Estate of Moses Hullington decease

recovered against the said William M Robinson & James C. Miller

as of record is manifest. Also, $ 3. 76 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment afore said, 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 Charles Phillis & James Hulling admrs of the Estate of Moses Hulling Dec'd

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 13th day of March A. D. 1852

James Lowmer Clerk.

S. A. 40

Charles Phillips & James Phillipston Admrs of Moses Phillipston

vs

William M Robinson James C Miller

Damages	$238.28
Cost	4.24
Recevs cost	6.22
This writ	41

Filed June 15th 1852
James Ferry Clk

Entered

Received this writ April 23d 1852
Had the within described property advertised in the Marysville Tribune a news paper published and in General circulation in union County Ohio for at Least ten days previous to the day of sale afterwards to wit on the 12th day of June AD 1852 it being the day i advertised said property to be sold offered the same at the farm of the Defendant at public Auction and not sold for want of bidders

Fees Mileage 5.
Levies 35
June 14th 1852 Advertising 25
Printers fee 1.50
$2.15

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~~ Goods and Chattles of William M Robinson to wit, two Bay Mares six two year old feifers two year lings ~~and~~ one two horse waggon

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 Charls Phillis & James Hullington Admrs of Moses Hullington

the sum of Two hundred & thirty Eight dollars and 28 cents for ~~their~~ ~~for~~ damages, together with $ 4.24. for ~~their~~ costs, with interest thereon from the 30th day of June A. D. 1857 until paid, which late in our said Court the said Charls Phillis & James Hullington admrs of Moses Hullington recovered against the said William M Robinson & James C Miller

as of record is manifest. Also, $ 6.22 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 Somer

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

James Somer Clerk.

Docket A. 40

Charles Phillips James Fullington
admr of the Estate of Thos
Fullington decd
vs
Wm M. Robinson &
James B. Miller

Damages $238.28
Costs 4.24
" 41
Exer

Docket 1. 187

Filed Sept 30 1857
J. A. McKillop clk

Received

Cleary atty for Plffs

Received this writ Sept 10th 1857
Levied September 12th 1857 upon two Bay Mares & a
two year old Heifers two yearlings and one two Horse
Wagon Said the same advertised in the Marion Intelligencer a
News Paper published and in general circulation in Union
County for at least ten days previous to the day of Sale
I afterwards to wit on the 24th day of Sept AD 1857 it being
the day I advertised the same to be sold offered the
same by public auction at the residence of
William M Robinson and not sold for want of
Bidders

	Fees Milage	90
	Levi	35
	Serv	35
Sept 29th 1857	Advertising	25
	Printers Fee	1 50
		$3.35

William M 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 30th day of June A. D. 1857 Charles Phellis & James Fullington administrators of the Estate of Moses Fullington deceased recovered against William M. Robinson & James C. Miller ~~as well as the sum of dollars and cents for debt, as~~ the sum of Two Hundred and Thirty eight dollars and Twenty eight cents, for their damages; as also the sum of $ 4.24 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William M Robinson & James C. Miller you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 30th day of June A. D. 1857 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 Charles Phellis & James Fullington Administrators of the Estate of Moses Fullington 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 10th day of September A. D., 1851

James Kinkade Jr Clerk.

Charles Phillips &
James Fullington
Adms. of Moses Fullington
vs.
William M. Robinson
and James O. Miller

Praecipe for Execution

Filed Sept 10, 1857
J. A. Kirkpatrick clerk

Charles Phillis, &
James Fullington, admrs.
of Moses Fullington decd.
vs.
Wm. Mc. Robinson, and
James B. Miller

Union Com Pleas.

Judgt. at June Term 1851.

Issue execution in this case.

Otway Curry
Atty for plff's.

To the Clerk of
Union Com. Pleas.

Sept. 10 1851

Civil/Domestic Case File

Case No. 1851-CV-0025

No. 51-CV-25

Union Common Pleas Court.

Philip Sugeder & Co
Plaintiff,

AGAINST

Sarah Hesseller
Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT
$ 10 3 cs

Journal 5 Page 34
Record No. 6 Page 84
Ex. Doc. A Page 42

Law No. 37

P. Snider & Co

vs

Samuel Ressler

Cost Bill made
Record

Recorded

Union Com Plea

R Snider & Co

vs

Samuel Ressler

Pres in Assumpsit

Filed April 18. 1857

James Kirkpatrick
Clerk

Philip Snider & James Kinkade jr
Partners trading under the
name & firm of P. Snider & Co.
vs
Samuel Ressler

In Assumpsit
Damages $150.00

Issue a Summons returnable forthwith. Indorse. Suit brought on a note of hand given by defendant to plaintiffs for ninety three dollars & forty seven cents, dated Marysville July 7th 1849 due one day after the date thereof. Also for goods sold and delivered, money had and received &c.

To the Clerk of Union Common Pleas
April 18, 1857

P. Snider & Co

Union Com Pleas

P Snider & Co
vs
Samuel Ressler

Filed April 19. 1857
Jas Kinkade Jr Clerk

"Suit brought on a note of hand given by defendant to plaintiffs for "ninety three dollars & forty seven cents dated Marysville July 7th 1849. due one day after the date thereof, also for goods sold and delivered, money had and received &c.
P Snider & Co

Recorded

Serve this writ by delivering a certified copy of this writ to the within named Samuel Ressler April 18 1857

Fees Mileage 45
Serv 35
Copy 20
$1.00

William G Mulin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Ressler

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 Philip Snider & James Kinkade Jr. Partners trading under the name and firm of P. Snider & Co

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 18th day of April A. D., 1851

James Kinkade Jr Clerk.

S. Ressler
Note $93.47

amt due June
30/57 $103.60

Filed June 30. 1857
J. A. Kirkade Jr Clerk

$ 93.47 Marysville, July 7th 1849.

One day after date I promise to pay to the order of P. Snider & Co. the sum of ninety three Dollars and forty seven Cents for value received.

Saml Repler

Union Common Pleas

P. Snider & Co

vs

Samuel Ressler

Assumpsit - Nam

Filed May 22. 1851
James Kirkade Jr Clerk

Cost Bill made
Record
Recorded

The State of Ohio } Court of Common Pleas
Union County } ss. April Term A.D. 1851.

Philip Snider & James Kirkade Jr Partners trading under the name and firm of P. Snider & Co. Complain of Samuel Ressler in a plea of Assumpsit for that whereas the said defendant on the 7th day of July A.D. 1849 at Marysville, Tow'n, at the County of Union aforesaid, made his promisory Note in writing and delivered the same to the said P. Snider & Co. and thereby promised to pay to the Order of said P. Snider & Co. Ninety three dollars and forty seven cents. One day after the date there of, 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 plaintiffs, according to the tenor and effect thereof.

And also for that whereas the defendant on the first day of April A.D. 1851, at the County of Union aforesaid was indebted to the Plaintiffs in One hundred and fifty 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 hundred and fifty dollars for money then and there had and 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 of Union aforesaid in Consideration of the premises, then and there promised to pay the said last mentioned several moneys 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 One hundred and fifty dollars and thereupon they bring suit, &c.

P. Snider & Co. for themselves,

Civil/Domestic Case File

Case No. 1851-CV-0026

No. 51-CN-26

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

E W Inskeep et al
Defendant.

JUN TERM, 1851

JUDGMENT VS DEFENDANT

$12478

Journal 5 Page 39

Record No. 6 Page 92

Ex. Doc. A Page 5 2

Law No. 38

The State of Ohio for &c

vs

Inskeep & Lindy

Cost Bill made

Recorded

Recorded

State of Ohio for &c
vs
E. H. Juskéspa
& S. Judy

Praecipe

Filed April 18, 1837
James Kinkadfrelk

T. & C.

The State of Ohio for the use of
the Fund Commissioners of
Lenore County
vs
E. W. Gusher &
Samuel Judy

In Compact —
Damages $150.

Issue a summons returnable forthwith endorse on the writ "Suit brought on a note of hand given by the defendants to plaintiff for one hundred dollars it being a part of said said County's portion of the surplus revenue at seven per cent per annum and subject to the act regulating said fund and dated August 28th 1845 — Also for money lent. and on an account stated. damages claim $150.

Cole & Neals —
Attys for Pltff.

To the Clerk of
Lenore Com Pleas
April 18 1851

Union Com Pleas

The State of Ohio for &c
vs
E. W. Enskeep et al. Judy

"Suit brought on a note of hand given by the defendants to plaintiff for one hundred dollars it being a part of said County's portion of the surplus revenue at seven per cent per annum and subject to the act regulating said fund and dated August 28th 1845 Also for money lent, and on an account stated damages claimed $150.

Cole & Coats Attys for Pltff"

Filed April 19. 1851
Jas Kirkpatrick Clk

Serve this writ by delivering to a duly a certified copy of this writ April 19 A.D. 1851 E W Enskeep not found
nc

Fees Mileage 35
Serv 55
Copy 20
1,10

William Collins Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon E W. Duskeep and Samuel Judy

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

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 18th day of April A.D., 1851

James Kinkade Jr Clerk.

State of Ohio
Hancock County ss

Irwin Dunn & Sherman
Clerks Office Court of Common Pleas

State for &c
vs
Appt.
Judy & Gasket

Filed May 24. 1857
James Kirkadd Jr Clerk

T & C,

Cost Bill made
Record
Recorded

State of Ohio
Union County ss } Court of Common Pleas April Term A D 1851

The State of Ohio for the use of the Jerad Commissioners of Union County Complains of Samuel Judy (the Sheriff having returned "not found" as E. W. Juskiff) in a plea of assumpsit for that - whereas the said Samuel Judy and E. W. Juskiff on the 28th day of August A D 1845 ~~made~~ at the County of Union made their promissory note in writing and delivered the same to the plaintiff and thereby jointly and severally promised to pay the plaintiff one hundred dollars it being part of said Counties portion of the surplus revenue at seven per cent per annum and subject to the act for regulating said fund. the period for the payment of which hath now elapsed And whereas also the said defendants on the first day of April A D 1851 at the County aforesaid were indebted to the plaintiff in the further sum of one hundred and fifty dollars for money then and there lent by plaintiff to defendants at their request and in one hundred and fifty dollars for money found to be due from defendants to plaintiff on an account then and there stated between them,

And the said defts afterwards on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised to pay the plaintiff ~~to pay them~~ the several moneys herein last above mentioned on request. yet the defendants have disregarded all their said promises and have not nor hath either of them paid the said several sums of money nor either of them nor any part thereof to the damage of the plff one hundred & fifty dollars; therefore this suit is brought.

By Leale & Leale
Attys for pltff

Civil/Domestic Case File

Case No. 1851-CV-0027

No. 51-CV-27

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Ephriem Sarrington
Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT
$114 53-

Journal 5 Page 39
Record No. 6 Page 94
Ex. Doc. A Page 56

Law No. 39

The State of Ohio for &c
vs
Ephraim Yearington
et als

Cost Bill made
Record —

Recorded

State of Ohio for use

vs

E Yarrington Et. al,

Praecipe

Filed April 18. 1857
James Kinkade pr clerk

C + E,

The State of Ohio for the
use of the School Commissioners
of Union County
vs
Ephraim Yarnaughts
Abner Davis
Ransom Clements
Jacob Eckard

In Assumpsit
Damages $150.

Issue a summons returnable
forthwith endorse on the writ "Suit
brought on a note of hand given by defend-
ants to plaintiff for one hundred Dollars
payable one year from the date thereof and dated
June 13th 1839. the same being of the surplus revenue
and subject to the states act regulating the
distribution of the same interest at seven
per cent. Also for money lent. and on
an account stated Damages claimed
$150.

To the clerk of Union
Comm. Pleas
April 18. 1857

Cole & Cook
Attys. for Pltff.

State of Ohio for & &c.

Pl } Ctas

E. Yarrington Et. al.

Filed May 24. 1851
James Kirkade for Clerk

Cost Bill made
Record

Recorded

C + C

State of Ohio
Union County ss } Court of Common Pleas
April term A D 1851

The State of Ohio for the use of the School Commissioners of Union County Complains of Ephraim Yearington (the Sheriff having returned not found as to Abner Davis Ransom Clements and Jacob Eckart) in a plea of assumsit for that whereas the said Ephraim Yearington Abner Davis, Ransom Clements and Jacob Eckart on the 15th day of June A D 1839 at the County of Union made their promissory note in writing and delivered the same to the Plaintiff and thereby promised to pay the Plaintiff one hundred Dollars ~~payable~~ in one year from the date thereof, it being part of said counties portion of the surplus revenue at seven per cent per annum, and subject to the act ~~from~~ regulating said fund the said period for the payment of which hath now elapsed; And whereas also the said defendants on the first day of April A D 1841 at the County aforesaid were indebted to the plaintiff in the further sum of one hundred ~~and fifty~~ dollars for money then and there lent by plaintiff to Defendants at their request; And in one hundred ~~&~~ fifty Dollars for money found to be due from defendants to plaintiff on an account then and there stated between them

And the said debt, afterwards on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised to pay the plaintiff ~~to pay him~~ the several sums of money herein last above mentioned on request yet the defendants have disregarded all their said promises and ~~hath~~ have not nor hath either of them paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff one hundred dollars and therefore this suit is brought

By Cole & Coats ~~his~~ Attys for Pltff.

Union Com Pleas

The state of Ohio for &c
vs
E. Yarrington et als

Filed April 19. 1857
J. A. Kirkade p. C.M.

"Suit brought on a note of hand given by defendants to plaintiff for One hundred dollars payable One year from the date thereof and dated June 13th 1839 the same being of the surplus revenue and subject to the States act regulating the distribution of the same interest at ~~the rate of~~ Seven per cent. Also for money lent. and on an account stated. damages claimed $150. Cole & Coats Attys for Pltff."

Recorded

Served this writ upon E. Yarrington by delivering to him a certified copy of this writ April 19th 1857
Abner Jaris not found
Jacob Corhart Not found
Fees Mileage 75
Serv 95
Copy 20
$1.90

William C. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Ephram Yamington, Abner Davis, Ranson Clements and Jacob Eckhart —

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 The State Of Ohio for the use of the Trustees Commissioners Of Union County 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 18th day of April A. D., 1851

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0028

No. SL-CU-28

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

J. & Wm Gabriel et al
Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT
$470 00

Journal 5 Page 35
Record No. 6 Page 87
Ex. Doc. 1A Page 44

Law No. 40

The State of Ohio for &c

vs

J & Wm Gabriel et als

Cost Bill made

Recorded

Recorded

State of Ohio for &c,
vs

J & Wm Gabriel Et. al.

Praecipe

Filed April 18, 1857
Ja Rinhart for Clerk

Cole & Cadwallader

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

vs

John Gabriel and William Gabriel jun. partners under the name of J. & W. Gabriel & Dexon Mitchell

In Assumpsit
Damages $600.

gave a summons returnable forth with. grounds "Suit brought on a Note of hand given by Defendants to plaintiff for Three hundred and Seventy five Dollars ——— with interest at seven per cent. dated December 13th 1839 given for surplus revenue and subject to the ~~set~~ States act regulating the same. Also for goods sold & delivered for money lent. and on an account stated Damages claimed as due $600.

To the Clerk of Lenon Com. Pleas

Cole & Coats
Attys. for Pl'ff.

April 18 1851.

Union Com Pleas

The State of Ohio for use

vs

D & Wm Gabriel et al

Filed April 19. 1851
D Kirkpatrick for Ml

"Suit brought on a note of hand given by defendants to plaintiff for three hundred and seventy five dollars with interest at seven per Cent. dated December 13th 1839 given for surplus revenue and subject to the States act regulating the same. Also for goods sold and delivered for money lent, and on an account stated. Damages claimed as due $600—

Cole & Coats Attys
for Pltff."

Recorded

Served this writ upon John Gabriel by delivering to him a certified copy of this writ upon William Gabriel by delivering to him a certified copy of this writ upon Dixon Mitchell by delivering to his wife at his Residence a certified copy of this writ all service April 19th 1851

Fees Mileage .65
Serv .75
Copy .60
$2.00

William B. Allen Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon John Gabriel, and William Gabriel for partners under the name of J & Wm Gabriel, and Dixon Mitchell

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

in a plea of Assumpsit damages Six hundred dollars

and have you then there this writ.

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

the 18th day of April A.D., 1851

James Kinkade Jr Clerk.

State of Ohio for t C.

vs

J. H. Gabril &
Jerome Mitchell

Filed May 28, 1857
James Kinkade Clerk

Costs bill made
Record

Recorded

C. & C.

The State Ohio }
Union County ss } Court of Common Pleas
April Term A D 1851

The State of Ohio for the use of the fund commissioners of Union County complains of John Gabriel and William Gabriel, partners and under the name of J & Wm Gabriel, and Dixon Mitchell for that whereas on the 13 day of December 1839 at the County of Union the said John Gabriel and William Gabriel were partners in business under the said name of J & Wm Gabriel and so being partners the said John Gabriel and William Gabriel as such partners, and the said Dixon Mitchell in his individual capacity, made a certain promissory note in writing and delivered the same to the plaintiff and thereby, then and there promised to pay the plaintiff three hundred and seventy nine Dollars with interest at seven per cent to the ~~act~~ State act regulating the surplus revenue, the period for the payment of which has now elapsed

And whereas also the the said defendants aforesaid, on the 1st day of ~~December~~ April 1851 were indebted to the plaintiff in the further sum of six hundred dollars for money then and there lent by the plaintiff to the defendants at their request.

And in six hundred dollars for money found to be due from defendants to plaintiff on an account then and there stated between them. And the defendants afterwards on the first day of April 1851 in consideration of the premises respectively promised to pay the plaintiff the said several sums of money last above mentioned on request yet the defendants have disregarded all their said promises and have not nor hath either of them paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff six hundred Dollars and therefore suit is brought

By Cole & Cook Attys
for Pltff.

Civil/Domestic Case File

Case No. 1851-CV-0029

No. 51-CU-29

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Joshua Jeedy et al
Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT

#3-3-297

Journal 3 Page 35

Record No. 6 Page 85

Ex. Doc. A Page 42

Union Com. Pleas

The State of Ohio, for the use of the Funed Commissioners of Union Co

vs

Joshua Judy, Samuel Turner and Jesse Judy

Precipe. In Assumpsit

Filed April 18. 1857
Ja Kirkwood jr clerk

Otway Cissy
Atty.

The State of Ohio. for the use of the Fund Commissioners of Union County
vs
Joshua Judy. Samuel Turner & Jesse Judy

In Assumpsit
Damages — $800,00

Issue a Summons
Returnable forthwith. Indorse, on the writ "Suit brought on a note of hand given by the defendants, to the plaintiffs, for four hundred dollars, with interest at seven per cent, Dated June 13th AD 1840 — given for surplus revenue and subject to the act regulating the same &c Also for goods sold & delivered. money lent. money had and received &c — Damages claimed as due $800,00.

To the Clerk of Union Com. Pleas

Otway Curry
Atty for Pltffs.

Union Com Pleas

The State of Ohio for the use of the Fund Commissioners of Union County
vs
Joshua Judy Samuel Turner & Lease Judy

Filed April 19. 1857
J. A. Kirkpatrick for Clk

"Suit brought on a note of hand given by defendants to the plaintiff for four hundred dollars, with interest at seven per cent. dated June 13th A.D. 1840. given for surplus revenue and subject to the act regulating the same &c. Also for goods sold & delivered money lent. money had and received &c. Damages claimed as due $800. or

Olney, Curry, Atty for Pltff"

Recorded

I hereby acknowledge due service of the writ within writ April 19. 1857

Samuel Turner

Lease Thus writ upon Lease Judy April 19th 1857

I do therefore to him a certified copy of this writ

Northern Judy

Fee Mileage 40
Serv 75
Copy 40
$1,55 William C. Curry

I acknowledge due service of the within writ April 19. 1857
Joshua Judy

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Joshua Judy, Samuel Turner and Jesse Judy —

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

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 18th day of April A. D., 1857

James Kinkade Jr Clerk.

part thereof - to the damage of the plaintiff in the sum of Eight hundred dollars and therefore he brings suit, &c.

By Otway Curry
Atty. for Plff.

Union Com. Pleas

The State of Ohio, for the use &c
vs
Joshua Judy & Samuel Turner et al

Declaration - In Assumpsit

Filed May 19. 1857
James Kinkaid Jr. Clk

Cost Bill made
Record —

Recorded

Otway Curry
Atty.

The State of Ohio } Court of Common Pleas
Union County ss } Of the term of April AD 1851

The State of Ohio (for the use of the Fund Commissioners of Union County) complains of Joshua Judy Samuel Turner and Jesse Judy, in a plea of Assumpsit, for that, whereas, heretofore, to wit on the 13th day of June AD 1840, at the County aforesaid, the defendants made their promissory Note, in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the plaintiff four hundred dollars with interest at seven per cent (the said note having been given for surplus revenue, and made subject to the Act regulating the same)

And whereas, also, the defendants, on the first day of March AD 1851 at the said County of Union, were indebted to the plaintiff in the sum of eight hundred dollars for money then and there lent by the plaintiff to the defendants at their request -

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

And in Eight 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 same day and year last aforesaid, in consideration of the premises, respectively promised to pay, to the plaintiff the said several sums of money, herein last above mentioned on request, yet the defendants have disregarded their promises, and have not paid the several sums of money ~~[illegible]~~ or either of them ~~[illegible]~~ or any

Law No. 41

The State of Ohio for use

vs

Joshua Indy et als

Cost Bill made

Record —

Recorded

D A 42

The State of Ohio
for the use of the fund
commiss of Lucas County
vs

Joshua Judy
Samuel Turner
Jesse Judy

Damages	$552,97
costs	4 29
increase costs	41
This suit	73

pain August 5th 1851

pd Feby 24 - 1852	$355,00
	200,00
	255,00

Filed Mar 23 1853
James Lum Clerk

O Cury Atty
for Plff

35-116
737

Received this writ January 21st 1853
Received of R L Judy One hundred dollars
Received of Samuel Turner One hundred and fifty
dollars; Returned by order of the Court Examining
March 23d 1853

Fees Serv	35
Mileage	65
Return	10
Bondage	5,00
	$5 50

William Adams Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Noble **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 30th day of June A. D. 1857 The State of Ohio for the use of the funed commissioners of Union County recovered against Joshua Judy Samuel Lowmer & Jesse Judy as well as the sum of Five hundred & fifty two dollars and Ninety seven ~~cents for~~ ~~debt, as the sum of~~ ~~dollars and~~ ~~cents~~, for Their damages; as also the sum of $ 4,29 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 Joshua Judy Samuel Lowmer & Jesse Judy you cause to be made the debt, damages, and costs aforesaid, with interest thereon at seven per cent from the 30th day of June A. D. 1857 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 for the use of the funed commissioners of Union County

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

Witness JAMES ~~KINKADE, Jr.~~ Lowmer, Clerk of said Court, at the Court House aforesaid, this 21st day of January A. D., 1853

James Lowmer Clerk.

A. 42

The State of Ohio for &c
vs
Joshua Judy et als

Damages $552.97
Int. at 7 per cent.
Costs 4.29
This writ .41

Filed Sept 6. 1857
Ja Kinkade jr clerk

Ex Aug 5. 1857. as per recpt.
Given Isaac Judy. $55.00

Jo Sept. 5. 1857

Recorded

O Curry atty for Plff

Received this writ August 14th 1857
Returned by order of Atty for Plff
A Hyt 6 Sept 1857

Geo Moore
Sheriff
$55
40

Wilbur G Allen 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 30th day of June A. D. 1857 The State of Ohio for the use of the Fund Commissioners of Union County — recovered against Joshua Judy, Samuel Turner & Jesse Judy

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Five hundred & fifty two dollars and Ninety Seven cents, for its damages; as also the sum of $4.29 for Its cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Joshua Judy, Samuel Turner & Jesse Judy you cause to be made the ~~debt~~, damages, ~~and costs~~ aforesaid, with interest thereon from the 30th day of June A. D. 1857 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 for the use of the Fund Commissioners of Union County Hereof fail not at your peril; and have then there this writ.

at the rate of seven per cent per annum and also the costs aforesaid interest thereon,

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 14th day of August A. D., 1857

James Kinkade Jr Clerk.

Fund Comm.rs
vs.
Joshua Lucy et als

Praecipe for
~~Fund~~. Execution

Filed July 21 1853
James Lynn Clerk

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

vs.

Joshua Judy et als

Judgt. in Union Com. Pleas, at June Term 1851, for $552,97

Issue in this case.

Otway Curry
Atty. for plff.

To the Clerk of Union Common Pleas.

Jan. 18th 1853

State of Ohio for use
of Fund Comm.rs
vs.
Joshua Judy et als

Praecipe for execution

Filed Aug 14. 1857
J Kinkade p Clerk

The State of Ohio, for use of
Trust Commr. of Union County,
vs. Union Com. Pleas.
Joshua Judy et als Judgt at June Term 1851.

Issue Execution in this Case
Otway Curry
Atty for Plff.

To the Clerk of
Union Com Pleas.
Aug. 13 1851

Civil/Domestic Case File

Case No. 1851-CV-0030

No. 51-CV-30

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Jacob Drahwal
Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT

$1137 11

Journal 5 Page 40

Record No. 6 Page 95

Ex. Doc. A Page 3-8

Union Com. Pleas

The State of Ohio, for &c
vs
Jacob Crahood, survivor &c

Precipe, In Assumpsit

Filed April 18. 1851
James Kinkade for Clk

Otway Curry
Atty.

The State of Ohio, for the use of the
Fund Commissioners of Union County
vs
Jacob Crahood, Survivor of
Noah Garrett, Deceased

In Assumpsit
Damages $400,00

Issue a Summons returnable forthwith - Indorse on the writ "Suit brought on a note of hand, given by defendant and one Noah Garrett, since deceased, to plaintiff, for one hundred dollars, with interest at seven per cent, Dated December the 13th 1843, given for Surplus Revenue and subject to the act regulating the same &c Also for goods sold and delivered, money lent, money had and received &c Damages claimed as due $400.00

To the Clerk of Union Com. Pleas.

Otway Curry
Atty for Plff

Union Com Pleas

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

vs

Jacob Orahood Survivor &c

Filed April 19, 1857
James Kirkade for Clk

"Suit brought on a note of hand given by defendant and one Noah Garret, since deceased, to plaintiff for one hundred dollars, with interest at seven per cent, dated, December the 13th 1843, given for surplus revenue and subject to the act regulating the same &c
Also for goods sold and delivered, money lent, money had and received &c
damages claimed as due $400.00

Otway Lenny Atty
for Plff."

Recorded

Service this writ upon Jacob Orahood by delivering to him a certified copy of this writ April 19th 1857

Fees Milage 60
Serv 35
Copy 20
1 15

William Allen Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Jacob Crahood survivor of Noah Garrett deceased

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, Forthwith ~~on the first day of the next Term thereof~~, to answer unto The State of Ohio for the use of the Fund Commissioner of Union County

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 18th day of April A.D., 1857

James Kinkade Jr Clerk.

Union Com. Pleas

The State of Ohio, for the use &c
vs
Jacob Crahood, Surviv &c

Declaration, In assump.

Filed May 19. 1857
James Rickard for Pltff

Cost Bill made
Record
Recorded

Otway Curry
Atty.

Plaintiff claims of the defendant the sum of four hundred dollars and therefore he brings suit

By Otway Curry
Atty. for Pltff.

The State of Ohio } Court of Common Pleas
Union County ss } Of the Term of April AD 1851

The State of Ohio (for the use of the Fund Commissioners of Union County) complains of Jacob Crahood in a plea of Assumpsit, for, that, whereas, heretofore in the life time of Noah Garrett, since deceased, to wit, on the 13th day of December AD 1843, at the County of Union aforesaid, the defendant and the said Noah Garrett made their promissory note in writing and delivered the same to the Plaintiffs, and thereby, then and there promised to pay to the plaintiff one hundred dollars with interest at seven per cent (the said Note having been given for Surplus Revenue, and made subject to the Act regulating the same)
And whereas, also the defendant on the first day of March AD 1851 at the County aforesaid was indebted to the plaintiff in the sum of four hundred dollars for money then and there lent by the plaintiff to the defendant at his request
And in four hundred dollars for money then and there had and received by the defendant for the use of the plaintiff
And in four hundred dollars for money then and there found to be due from the defendant to the plaintiff on an account then and there stated between them — And the defendants afterwards, on the same day and year aforesaid in Consideration of the premises, promised to pay to the plaintiff the said several sums of money herein last above mentioned on request, yet the defendant and the said Noah Garrett, in his life time did not, nor did, either of them pay, nor has the defendants, since the death of the said Noah Garrett paid, either ~~any~~ of the said moneys, or any

Law No. 42

The State of Ohio for &c

vs

Jacob Crahood Summons &c

Cost Bill made

Record

Recorded

D. A. 58

The State of Ohio
for the use of the Commissioners of Lucas County
vs
Jacob Drabower

Damages	$137.17
Cost	4.14
Interest cost	7.97
This writ	41

Filed June 8th 1852
Geo Turner
Clk

Apl 16 1857
Paid $40.

Received this writ April 23d 1852
had the within described Property Advertised in the Marysville Tribune a newspaper published and in general circulation in ~~Lucas~~ Union County for at least ten days previous to the day of Sale aforesaid to wit on the 23d day of May AD 1852 I offered the within described property for sale by Public auction at the residence of the Defendant and not sold for want of Bidders

Fees Mileage	50
Levy	35
Advertising	25
Printers Fee	150
Poundage	1.76
	$4.86

Received on this writ of the Defendant June the 3d 1852 $88.00

William L. 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 chattles of Jacob Crabover Survivor &c to wit one two horse waggon one sorrel Mare and one light-grey Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The State of Ohio for the use of the Fence Commission of Union County the sum of one Hundred & thirty seven dollars and 17 cents for Their ~~for~~ damages, together with $ 4.14 for Their costs, with interest thereon from the 1st day of July A. D. 1857 at 7 per cent until paid, which late in our said Court the said State of Ohio for the use of the fence Commission of union county recovered against the said Jacob Crabover Survivor &c as of record is manifest. Also, $ 7.97 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

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

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

James Lowner Clerk.

No. 58

The State of Ohio for 40
vs
Jacob Orahood damages

Damages $137.17
Ad Ad Judgment 4.14
Costs
This writ 4.41

Judgment 1837

Filed September 30, 1837
Ed Kirkham for clerk

Received

Marry atty for Pltff

Received this writ August 14th 1837
Levied August 19th 1837 upon one two Horse Wagon
one Sorrel Mare and one Light Gray Mare
Advertised the above described property for sale by publication
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 on the 27th day of September A D 1837
offered the above description property for sale at public auction and
not sold for want of Bidders Received of Jacob Orahood
fifty dollars August 19th 1837

August 19 50.00

	Fees Milage	1,00
September 27th 1837	Levis	35
	Levy	35
	Poundage	1 00
	Printers fee	1 50
		4,20
	Advertising	25
Retained my fee		4 45

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 30th day of June A. D. 18 57 The State of Ohio for the use of the Fund Commissioners of Union County recovered against Jacob Crahood, Survivor of Noah Garrett decsd.

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

~~cents for~~ ~~debt, as~~ the sum of One hundred & thirty Seven dollars and Seventeen cents, for its damages; as also the sum of $4.14 for its cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the ~~debt~~, damages, ~~and costs~~ aforesaid, with interest thereon from the 30th day of June A. D. 1857 at the rate of Seven per cent per annum; & also the Costs aforesaid & interest thereon. 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 for the use of the Fund Commissioners of Union County

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

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 14th day of August A. D., 1851

James Kinkade Jr Clerk.

The State of Ohio,
For Use of the Fund
Commrs of Union Co.
vs.
Jacob Crabood
Survivor &c.

Praecipe for Execution

Filed Aug 14. 1851
J Kirkadw Jr clerk

The State of Ohio, for use
of Fund Commissioners of Union Co.
vs.
Jacob Crahood,
Surviv, & C.

Judgt at Sum Term 1851

Issue Execution in this Case.

Otway Curry, Atty. for Pltff.

To the Clerk of
Union Com. Pleas.
Aug. 14th 1851.

Civil/Domestic Case File

Case No. 1851-CV-0031

No. 51-CV-31

Union Common Pleas Court.

Elizabeth Armstrong
Plaintiff,

AGAINST

James Wells
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT
$10 00

Journal 5 Page 72

Record No. 6 Page 141

Ex. Doc. A Page 118

Law No. 30

Elizabeth Armstrong

vs

James Wills

Bill and Record

Recorded

Elizabeth Armstrong
vs
James Wells

Trust

Filed April 19, 1851
Ga Kirkpatrick Clerk

The examination made oath of Elizabeth Armstrong an unmarried woman resident of Union County taken by and before me Perry Buck Justice of the peace of Jerome township Union County on the day of April in the year 1851 upon her complaint of bastardy, against James Wells he being present in custody before me upon warrant issued by me in the premises

Question Are you now, and if so how long have you been a resident of union County

Answer I am have been a resian of the County the years

Are you married or unmarried

Answer; Unmarried

Question how long have you been pregnant with child and who is the father of thereof

Answer since October 1850 James Wells is the father of said child

No further questions were asked

Perry Buck J.P.

James & Smith
Wells & Bond

Filed April 09, 1857
J Muhlenfeld Clk

The State of Ohio
Union County } ss. Be it Remembered. that on the 19th day of April A D 1851. James Wells and Joseph Wells personally appeared before us. James R Smith. Levi Phelps and W W Woods Associate Judges of the Court of Common Pleas in and for the County of Union in the State of Ohio, and jointly and severally Acknowledged themselves to owe the State of Ohio the sum of Two hundred Dollars to be levied of their goods And Chattles lands and tenements of degault, be made in the Condition following to wit, The condition of this Recognusance is such that if the above bound James Wells shall personally be and appear before the Court of Common pleas On the first day of the ~~next~~ term thereof not to be holden in and for ~~said~~ the County aforesaid then and there to answer a Charge of Bastardy on complaint of Elizabeth Armstrong and abide the Judgement of the Court, and not depart without leave then this Recognusance shall be void otherwise it shall be and remain in full force and virtue of law.

James Wells (seal)
Joseph Wells (seal)

Taken and Acknowledged before us in open Court this 19th day of April A D. 1851

Levi Phelps A. J. C. C. P.
James R Smith
W. W. Woods

Recorded

The State of Ohio Union County

Elizabeth Armstrong
vs } Bastardy
James Wells

Fees
Affidavit 25
Warrant 12
Commitment 25

Elizabeth Armstrong an unmarried woman and resident of the county of Union Ohio this day made oath to me that she is pregnant with child which if born alive will be a bastard and that James Wells is the father of said child. Her said accusation was then reduced to writing by me and sworn to by her and I then issued a warrant for said James Wells directed to Rube Cook constable of Jerome township in said county

April 17 1851 With the body of James Wells the said constable returned the warrant

April 17 1851 I have the body of James Wells Fees .. 6 00

R. Cook Const

The said Elizabeth Armstrong a like present who was duly sworn and examined by me in presence of said James Wells and the examination reduced to writing by me and filed finding the said complaint true the said James Wells thereupon refusing to pay said Elizabeth Armstrong the satisfaction it is ordered and adjudged that he enter into recognizance in the sum of two hundred dollars for his appearance at the next term of the court of common pleas of Union County to answer to said complaint and abide the order of the court thereon

The said James Wells neglected to enter into said recognizance with surety whereupon mittimus is issued and delivered to Rube Cook constable for his commitment to the jail of the county

I hereby certify the above to be a true copy of the proceedings had in the case before me

Perry Burk J. P.

Civil/Domestic Case File

Case No. 1851-CV-0032

No. 51-CV-32

Union Common Pleas Court.

Clark Work & Co
Plaintiff,

AGAINST

Ira Reynolds
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT
$295 88

Journal 5 Page 73

Record No. 6 Page 142

Ex. Doc. Page

Law No. 32

Clark Work & Co

v

Ira Reynolds et als

Cost Bill made Record

Recorded

Union County

Clark Workkles

vs

Ira Reynolds
Elisha L Reynolds
& Aaron Mitchell

Pres in Assumpsit

Filed June 13. 1857
J. A. Kirkpatrick Jr. Clerk

Post by Clerk. 10 cts.

Ralph Clark, Lucas P. Clark,
Frank Work and Samuel McLean
survivors of Isaac Osgood deceased
late partners trading as
Clark Work & Co.

vs.

Ira Reynolds
Elisha L. Reynolds
& Aaron Mitchell

} Union Com. Pleas
Assumpsit
Dam. $500
Issue a
Summons
returnable
next term &
endorse:

Suit brought upon two promissory notes
given by defendants to Plaintiffs, dated
April 27 - 1848, one for $135.02/100 payable
two years after date and the other for
$143.21/100 payable three years after date
Also for goods sold & delivered, work and
labor done, money lent and advanced
paid laid out & expended & received
& upon an account stated.

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

J. Brush Atty
for Plffs.

Union Common Pleas

Ralph Clark, Ezreas P. Clark, Frank Work, and Samuel McLean surviors of Isaac Osgood decd late partners trading as Clark Work & Co

vs

Ira Reynolds Elisha S. Reynolds & Aaron Mitchell.

Suit brought upon two promissory notes given by defendants to plaintiffs, dated April 27 1848 One for $135 02/100 payable two years after date and the other for $143 31/100 payable three years after date. Also for goods sold & delivered. Work and labor done, money lent, and advanced paid laid out & expended had & received & upon an account stated.

S. Brush atty for Pltffs.

Filed June 13. 1857

James Kirkadp Clerk

Recorded

Service this writ by delivering to Elisha S. Reynolds a certified copy of this writ

The within in Summit Ira Reynolds and Aaron Mitchell not found

June 14th 1857

Fees

Mileage 25
Serv 25
Copy 20
$1.20

William L. Mallin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Ira Reynolds, Elisha L. Reynolds and Aaron Mitchell —

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 Ralph Clark Eneas P. Clark, Frank Work, and Samuel McGean survivors of Isaac Osgood dec'd, late Partners trading as Clark Work & Co

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 13th day of June A. D., 1857

James Kinkade Jr Clerk.

Union Common Pleas

Ralph Clark, Eneas P. Clark, Frank Work, & Samuel McLean survivors of Isaac Osgood dec'd, late partners trading as Clark Work & Co

vs

Ira Reynolds, Elisha L. Reynolds & Aaron Mitchell.

Filed July 9. 1851
D Kirkadp clerk

Suit brought upon two promissory notes given by defendants to Plaintiffs dated April 27th 1848. One for $135 02/100 payable two years after date and the other for $143 31/100 payable three years after date. Also for goods sold & delivered. Work and labor done, money lent and advanced, paid laid out & expended, had & received & upon an account stated. L Brush atty for Pltffs.

Recorded.

Pursuant order as to Aaron Mitchell was served by copy at his house as the law directs this 28th June the 29th 1851 as the L Reynolds Matt Forney

Fees Serv 75
Mileage 50
2 copys 30
2.05

Lorain - Paid thereof 2.60

The State of Ohio, Union County, ss.

To the Sheriff of ~~Union~~ Logan County, Greeting:

We command you to summon Ira Reynolds, Elisha S. Reynolds and Aaron Mitchell

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 Ralph Clark, Enos P. Clark, Frank Work, and Samuel McLean, Survivors of Isaac Osgood decd, late Partners trading as Clark Work & Co.

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 13th day of June A.D., 1851

James Kinkade Jr Clerk.

Union Com. Pleas
Clark, Mark & Co.,
vs. } Decl
Ira Reynolds
Elisha L. Reynolds &
Aaron Mitchell

Filed July 15th 1857
James Krickade Jr Clerk

Recorded

Pl. Replies filed Copy Plas
Jacob Brush

Brush

STATE OF OHIO, Union County Court of Common Pleas,

of the Term of June One thousand eight hundred and fifty one

Union COUNTY, Ss. Ralph Clark, Lucas P. Clark, Frank Work and Samuel McLean, Survivors of Isaac Work deceased, late partners, trading as Clark, Work & Co. Plaintiffs in this suit, by S. Brush their Attorney complain of Ira Reynolds, Elisha L. Reynolds and Aaron Mitchell

Defendants in this suit, of a plea of Trespass on the Case, upon promise, &c. For that, whereas the said Defendants, by the name and style of Ira Reynolds, E. L. Reynolds and Aaron Mitchell heretofore, to wit: on the twenty Seventh day of April One thousand eight hundred and forty eight at New York, to wit at Marysville in the county of Union and State of Ohio, and within the jurisdiction of this Court, made certain promissory note in writing, bearing date the day and the year aforesaid; and thereby then and there two years after date, jointly and severally promised to pay to the order of said Plaintiffs, one hundred and thirty five Dollars, two cents at their office in New York, for value received

and then and there delivered the said promissory note to the said plaintiffs by means whereof, and by force of the statute in such cases made and provided, the said Defendants then and there became liable to pay to the said Plaintiffs the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable they the said Defendants in consideration thereof, afterwards to wit, on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiffs to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendants (although often requested so to do,) have not nor has either of them as yet

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiffs or to either of them but the said Defendants to pay the same, have hitherto wholly neglected and refused, and still neglect and refuse so to do.

~~[illegible]~~ And also that, whereas the said Defendants, by the name and style of Ira Reynolds, E. L. Reynolds and Aaron Mitchell heretofore, to wit: on the twenty Seventh day of April One thousand eight hundred and forty eight at New York, to wit at Marysville in the county of Union and State of Ohio, and within the jurisdiction of this Court, made certain other promissory note in writing, bearing date the day and the year aforesaid; and thereby then and there three years after date, jointly and severally promised to pay to the order of said Plaintiffs, one hundred and forty three Dollars, thirty one cents, at their office in New York for value received

and then and there delivered the said last mentioned promissory note to the said plaintiffs by means whereof, and by force of the statute in such cases made and provided, the said Defendants then and there became liable to pay to the said Plaintiffs the said sum of money in the said promissory note last mentioned specified, according to the tenor and effect of the said promissory note; and being so liable they the said Defendants in consideration thereof, afterwards to wit, on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiffs to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendants (although often requested so to do,) have not nor has either of them as yet

paid the said sum of money, in the said promissory note last mentioned specified, or any part thereof, to the said Plaintiffs or to either of them but the said Defendants to pay the same, 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 May in the year of our Lord, one thousand eight hundred and fifty one in the county aforesaid were indebted unto the Plaintiffs in the further sum of Five hundred Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiffs to the Defendants at their request; also in the further sum of Five hundred Dollars, for work and labor, then and there done, and materials for the same provided by the Plaintiffs for the Defendants at their request; also in the further sum of Five hundred Dollars, for so much money then and there by the Plaintiffs lent and advanced to, and paid, laid out and expended for the Defendants at their request; also in the further sum of Five hundred Dollars, for so much money then and there had and received by the Defendants for the use of the Plaintiffs and also in the further sum of Five hundred Dollars, found to be due from the Defendants to the Plaintiffs 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 Plaintiffs to pay the aforesaid sum of money when thereunto afterwards requested so to do: Yet the said Defendants have not nor has either of them although often afterwards requested, ~~have not~~ paid the said several sums of money, or any part thereof, to the Plaintiffs or to either of them but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the Plaintiffs, of Five hundred Dollars, and therefore they bring suit, &c.

S. Brush Atty for Plaintiffs

Civil/Domestic Case File

Case No. 1851-CV-0033

No. 51-CV-33

Union Common Pleas Court.

Goshorn Patterson & Co
Plaintiff,

AGAINST

George Snodgrass
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT

$244.51

Journal 5 Page 66

Record No. 6 Page 132

Ex. Doc. A Page 122

Law No 33

Gorham Patterson & Co

vs

~~Jno Ray~~

George Snodgrass

Costs Bill made

Record

Recorded

Union Com. Pleas

Johnson. Patterson. & Co
vs
George Snodgrass

Praecipe

Filed June 26. 1851
James Kinkaid Jr Clk

Josham Patterson & Co } Court of Comm. Pleas
vs } In Assumpsit
George Snodgrass } Damages $300.00

Issue a summons returnable at the next term. Endorse on the writ "Suit brought on a note of hand given by the defendant. for two hundred and sixteen dollars, ~~to the~~ plaintiffs and payable one day after date thereof to the plaintiffs or order = Dated July 14th AD 1849 - Also for goods sold and delivered, money lent, money paid, money had & received &c - Damages claimed $300.00

To the clerk of the Union Com. Pleas } Curry & Robinson
June 25th 1851 } Attys for Plff

Union Com Pleas

Gorham, Patterson Hes
vs
George Snodgrass

Filed June 28. 1857
Ja Kirkadoff clerk

"Suit brought on a note of hand given by the defendant, for two hundred and sixteen dollars, to the plaintiff and payable one day after date thereof to the plaintiff or order = dated July 14th A.D. 1849 - Also for goods sold and delivered, money lent, money paid, money had & received &c, damages claimed $300.00

Curry & Robinson
Attys for Pltff"

Record

Accompanies Service on the within writ
June 27th 1857
Geo Snodgrass

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon George 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, to answer unto

Gorham, Patterson & Co —

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 26th day of June A. D., 1857

James Kinkade Jr Clerk.

on the day & year last above mentioned, at the said County, in consideration of the premises respectively, promised to pay to the plaintiffs the several sums of money herein last above mentioned on request, yet, though often requested, the defendant hath disregarded his promises and hath not paid either of the said sums of money or any part thereof, to the damage of the plaintiffs the sum of three hundred dollars & therefore they bring suit &c Curry & Robinson

Attys for Plff

Marion Com. Pleas

Cochran, Patterson & Co

vs

George Shodgrass

Declaration

Received

Filed Aug. 11, 1857

James Kirkpatrick clk

Costs paid

Recorded

Curry & Robinson

Attys for Plff

The State of Ohio
Union County ss

Court of Common Pleas
June Term AD 1851

Dorhorn, Patterson & Co. a company of persons formed for the purpose of carrying on the business of merchants, & Dorhorn, Patterson & Co. being the usual name by which said Company is known complain of George Snodgrass in a plea of Assumpsit, for that whereas the defendant heretofore to wit, on the 14th day of July in the year of our Lord one thousand Eight hundred and forty nine at Traderville, O. to wit, at the County of Union aforesaid made his promissory note in writing and delivered the same to the plaintiffs and thereby promised to pay to the plaintiffs or order one day after date, which period has now elapsed, the sum of two hundred and sixteen dollars; And the defendant then and there in consideration of the premises, promised to pay to the ~~plaintiffs~~ the amount of said note according to the tenor and effect thereof; And whereas also the defendant on the first day of June in the year of our Lord one thousand Eight hundred and fifty one at the County aforesaid was indebted to the plaintiffs in the sum of three hundred dollars for the price and value of goods then & there sold and delivered by the plaintiffs to the defendant at his request; And in the sum of three hundred dollars for money then and there lent by the plaintiffs to the defendant at his request; And in the sum of three hundred dollars for money then and there found to be due to the plaintiffs from the defendant on an account then & there stated between them; And the defendant afterwards to wit

Docket A. 122

Goshorn Patterson & Co
vs
George Snodgrass

Damages $244.57
Costs 3.00

This writ .41

Filed February 3d 1852
J. Kirkpatrick clerk

To Apr T. 1852

Recorded

Curry & Robinson Attys
for Pltffs

Received this writ January 31st 1852
No books or chattels levied on
Return on to Levy February 3d 1852
Fees levy 35
Mileage 5
40
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 29th day of September A. D. 1851 recovered against Goshorn Patterson & Co — George Snodgrass —

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Two hundred and forty four dollars and fifty One cents, for their damages; as also the sum of $ 3,00 for their — cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said George Snodgrass — you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 29th day of September A. D. 1851 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 Goshorn Patterson & 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 31st day of January A. D., 1852

James Kinkade jr Clerk.

Doshorn & Patterson & Co
vs
George Woodgress

Precipe for Execution

Filed Jany 31. 1852
Ja Kirkpatrick for CR

Goshorn, Patterson & Co
vs
George Snodgrass

In Union Common Pleas
Judgement $244.51 cents
Sept Term 1852

Issue and Execution in this case. for goods and chattels and tenements

To the Clerk of the Court
of Com. Pleas of Union Co.
Ohio

Curry & Robinson
Attys for Plff

Jan 31st 1852

Civil/Domestic Case File

Case No. 1851-CV-0034

No. 51-CV-34

Union Common Pleas Court.

Clark & Grosbeck
Plaintiff,

AGAINST

Anson Warrow
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT
$120 00

Journal 5 Page 66

Record No. 6 Page 133

Ex. Doc. A Page 124

Law No 34

Clark & Groesbeck
vs
Anson Darrow

Cost Bill made
Record —

Recorded

Union Common Pleas

~~Gorham Patterson & Co~~

vs

~~George Underwood~~

~~and~~

Clark and Groesbeck

vs

Anson Darrow

Precipe

Filed June 26. 1857
Ja Kirkwood for Clerk

Curry & Robinson
Attys for Pltff

Clark & Groesbeck } In Assumpsit
vs } Damages $200.00
Anson Darrow } Court of Common Pleas

Issue a summons returnable at the next term. Endorse on the writ. "Suit brought on a note of hand made by defendant, ~~payable~~ to the order of ~~Defendants~~ Plaintiffs, for one hundred and thirty six dollars and thirty one cents, payable on demand and dated November 14th 1848. Also for goods bargained and sold, for goods sold & delivered, money lent, money had & received, money paid &c Damages claimed $200.00

To the Clerk of the
Union Com. Pleas }
June 25th 1851

Curry & McPherson
Attys for Plff

Union Com Pleas

Clark & Groesbeck

vs

Anson Danow

Filed June 28. 1857
James Kinkade Clk

"Suit brought on a note of hand made by defendant, payable to the order of Plaintiffs for One hundred and thirty six dollars and thirty one cents. payable on demand and dated November 14th 1848 — Also for goods bargained and sold, for goods sold & delivered, money lent, money had & received, money paid &c. Damages claimed $200.00

Curry & Robinson
Attys for Plff's

Recorded

Served this writ by delivering to the within named Anson Danow a certified copy of this writ June 27th 1857

Fees Mileage 50
Serv 35
Copy 20
1.05

McMillan & Martin Attys

Recorded

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

Anson Darrow

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

Clark & Groesbeck

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 26th day of June A. D., 1857

James Kinkade Jr Clerk.

Union Common Pleas

Clark & Groesbeck
vs
Anson Farrow

Declaration

Filed August 11. 1851
James Kilbaugh clerk

Recorded

Cost Bill made
Record

C & R

The State of Ohio
Union County ss

Court of Common Pleas
June term AD 1851

Clark and Groesbeck, partners, trading in the firm name of Clark & Groesbeck, complain of Anson Darrow in a plea of Assumpsit, for that whereas the defendant, heretofore, to wit, on the fourteenth day of November AD 1848 at Cincinnati, to wit at said County of Union, made his promissory note in writing and delivered the same to the plaintiffs, & thereby, then and there promised to pay to the order of the plaintiffs on demand the sum of One hundred and thirty six dollars & thirty one cents, & the defendant, then and there in consideration of the premises, promised to pay to the plaintiffs, the amount of said note according to tenor and effect thereof — And whereas, also, the defendant, on the first day of June AD 1851 at the county aforesaid, was indebted to the plaintiffs in the sum of two hundred dollars for the price and value of goods, then & there sold & delivered by the plaintiffs to the defendant at his request; And in two hundred dollars for money then & there lent by the plaintiffs to the defendant at his request. And in two hundred dollars for money then & there found to be due to the plaintiffs from the defendant on an account then & there stated between them; And the defendant, afterwards, to wit, on the day herein last above mentioned, at the said County, in consideration of the premises respectively promised to pay to the plaintiffs the several sums of money herein last above mentioned on request; yet he hath disregarded his said promises & hath not paid, though often requested, the said sums of money, or either of them or any part thereof, to the damage of the plaintiffs of the sum of two hundred dollars & therefore sues &c — Curry & Robinson Attys for Plffs

S. A. 124

Clark & Crocker
vs
Aaron Damon

Damages $120.02
Costs 3.79
This writ 41

Filed June 15 1852
Jamus Turner Clk

Indorsement

Carry Rodney
atty for Pltff

Received this writ April 27th 1852
No Goods or chattles found whereon to Levy; therefore I Levied upon the following Real estate May 7th 1852 to wit West Half of Lot No 16 Sixteen in the town of Newton in union County and State Ohio; Had the above Real estate appraised on the 7th day of May AD 1852 by the oaths of Nathaniel Raymond M H Wadhams and E Hammond at Three Hundred and Ninety one dollars; and deposited a Copy of the appraisement with the Clerk of the Court from which this writ issued

Advertised the above real Estate in the Marysville Tribune a news paper Published and in General circulation in union County Ohio for at Least thirty days previous to the day of Sale Afterwards to wit on the 14th day of June AD 1852 it being the day I Advertised said Real estate to be sold between the Legal Hours offered the same at the door of the Court House in said County at Public Auction and not Sold for want of Bidders

June 14th 1852

Appraisers fee	1 50
Fees Milage	50
fees	35
Levy	35
Copy Appraisement	30
Advertising	25
Sergeant	1 00
Printers fee	3 00
	7 25

William C Mulvane Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 29th day of September A. D. 1857 Clark & Groesbeck recovered against Anson Darrow as well as the sum of one Hundred & Twenty dollars and two cents for their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages; as also the sum of $ 3.79 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 Anson Darrow you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 29th day of September A. D. 1857 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 Clark & Groesbeck

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

Witness James Somer ~~JAMES KINKADE, Jr.~~, Clerk of said Court, at the Court House aforesaid, this 27th day of April A. D., 1852

James Somer Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0035

Civil/Domestic Case

1851-CV-0035

located with

District Court Case

1852-DC-0017

Civil/Domestic Case File

Case No. 1851-CV-0036

Civil/Domestic Case File

Case No. 1851-CV-0037

No. 51-CV-37

Union Common Pleas Court.

State of Ohio
Plaintiff,

AGAINST

Wm B Irwin
Defendant.

SEP TERM, 1851

JUDGMENT VS DEFENDANT

$362 37

Journal 5 Page 67

Record No. 6 Page 137

Ex. Doc. A Page 126

Law No 57

The State of Ohio for use

vs

William B. Irwin

Cost Bill and Record

Recorded

Union Com. Pleas

The State of Ohio on use &c
vs
William B. Irwin

~~The State of Ohio on use &c~~
~~vs~~
~~Thomas Hedrick et als~~

Precipe

Filed June 27. 1867
L Kinkade pr clerk

The State of Ohio for the Use of
the Union Co. Fund Commissioners
vs
William B Irwin

Union Com. Pleas
In Assumpsit
Damages $500.

Sue a summons returnable at the next term = Indorse on the writ "Suit brought on a note of hand made & given by the defendant to the State of Ohio, for three hundred & ninety eight dollars and seventy four cents, payable on demand. the note being given for Surplus revenue, and subject to the State's act regulating the distribution of the same, with interest at seven per cent = Dated June 15th AD 1841 = Also for money lent money paid, money had and received &c Damages claimed as Due $500."

To the Clerk of the U. Com. Pleas Court
This 27th day of June AD 1851 = Curry & Robinson
Attys for Plff

Union Court, Plea

The State of Ohio for use &c.

vs

William B. Irwin

Filed June 27. 1837

Lathrop Clerk

"Suit brought on a note of hand made & given by the defendant to the State of Ohio, for three hundred & ninety eight dollars and seventy four cents, payable on demand, the note being given for Surplus revenue and subject to the States act regulating the distribution of the same, with interest at seven per cent = dated June 15th A.D. 1841 = Also for money lent, money paid, money had and received &c, damages claimed as due $500"

Curry & Robinson
Attys for Plff."

Recorded

Served this writ by delivering to the within named William B Irwin a certified copy of this writ June 27th 1837

Fees Milage 3

Serv 35

Copy 20

60

William C Malin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon William B. Irwin

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

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 27th day of June A. D., 1851

James Kinkade Jr Clerk.

Union Common Pleas

The State of Ohio for the use &c

vs

William B Irwin

Declaration

Filed August 11. 1851

James Kirkpatrick for clerk

Recorded

Curry & Robinson

Attys for Plff

Said either of the said moneys or any part thereof, to the damage of the plaintiff of five hundred dollars & therefore he brings suit

Curry & Robinson

Attys for Plff

The State of Ohio } Court of Common Pleas
Miami County ss. } June Term AD 1851

The State of Ohio, for the use of the Fund Commissioners of Miami County Ohio, Complains of William B. Irwin in a plea of Assumpsit for that whereas heretofore to wit on the fifteenth day of June AD 1841 at the County aforesaid, the defendant made his promissory note in writing & delivered it to the Fund Commissioners of said County and thereby then and there promised to pay to the plaintiff three hundred and ninety eight dollars & seventy four cents, on demand with interest at seven per cent; the said note having been given for surplus revenue and made subject to the Act regulating the same and the defendant then & there in consideration of the premises promised to pay to the plaintiff, the amount of said note according to the tenor and effect thereof; And whereas also the defendant on the first day of June AD 1851 at the County aforesaid was indebted to the plaintiff in the sum of five hundred dollars for money then and there lent by the plaintiff to the defendant at his request. And in the sum of five hundred dollars for money received ~~then~~ & there by the defendant for the use of the plaintiff. And in five hundred dollars for money then and there found to be due to the plaintiff from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the day herein last above mentioned at the County aforesaid, in consideration of the premises promised to pay to the plaintiff the said several sums of money herein last above mentioned on request, yet he hath disregarded his said promises & though often requested he hath not

The State of Ohio, for the use &c

vs

William B. Irwin

Precipe for Ex

Filed February 18th 1852

James Lemon Clerk

The State of Ohio for the use of
the Fund Commissioners of Mrion Comty. Ohio
vs
William B Irwin

In Mrion Com. Pleas
Judgment $362,37c

Issue Execution in this
case for goods, lands & tenements
Curry & Robinson
Attys. for Plaintiff

To the clerk of the court
of Com. Pleas of Mrion Comty.
~~February 11th 1862~~
February 18th 1862

Scott A. 126

The State of Ohio for the use of the Union County Fund Commissioners vs William B Irwin

Damages $362.37
Costs 3.59
This Cont 41

Filed Apr 5 1852
Jas Dunn Clk

Eastman
Curry & Robinson Attys for Pltff

Received this writ February 18th 1852 Levied February 28th 1852 upon the following Property to wit two bray Mares one Roan two year old Colt one Sorrel Mare one Brown Horse Twenty head of two year old Cattle any four Cows

Returned By order of the Plaintiff's Commissioners

April 5 1852

Fees Release	50
Levy	3 5
Levy	3 5
	$1,20

W 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 29th day of September A. D. 1857 The State of Ohio for the use of the Union County Fund Commissioners recovered against William B Irwin

~~as well as the sum of dollars and cents for debt, as~~ the sum of Three hundred and Fifty two dollars and Thirty Seven cents, for their damages; as also the sum of $3,59 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William B Irwin

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 29th day of September A. D. 1857 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 State of Ohio for the use of the Union County Fund Commissioners

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

Witness James Lowner ~~JAMES KINKADE, Jr.~~, Clerk of said Court, at the Court House aforesaid, this 18th day of February A. D., 1852

James Lowner Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0038

No. 51-CU-38

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

Thomas Herd et al
Defendant.

SEP TERM. 1851

Settled

Journal 3 Page 67

Record No. No Record Page

Ex. Doc. Page

Law No 38

The State of Ohio &c

vs

Thomas Herd et als

Cos & Bill made no Record

Union Com. Pleas

The State of Ohio for use
vs
Thomas Herd et als

Ptfs in Debt.

Filed June 27. 1857
Jas Kirkpatrick p. clerk

The State of Ohio for the use of the Union County Fund Commissioners
vs
Thomas Herd, William Herd and Charles M. Brooks

Union Common Pleas
In debt
Debt $92.00
Damages $100.

Issue a summons returnable for the next Term = Indorse on the writ. Suit brought on a joint and several note made by the defendants to the Union County Fund Commissioners for ninty two dollars, on demand with interest at seven per cent. payable semi-annually = Dated Dec. 13th 1843
Also for goods sold and delivered, money lent money paid, money had and received &c
Debt $92. Damages $100.
To the Clerk of U. Com. Pleas
June 27th 1851

Curry & Robinson
Attys. for Plff

Union Com. Pleas

The State of Ohio for use &c

vs

Thomas Herd et als

Filed June 28. 1851
James Kinkade Jr Clerk

"Suit brought on a joint and several note made by the defendants to the Union County Fund Commissioners for Ninety two dollars, on demand with interest at seven per cent. payable semiannually = dated Dec. 13th 1843. Also for goods sold and delivered. money lent. money paid. money had and received &c. Debt. $92. Damages $100.

Curry & Robinson
Attys for Plff"

Served this writ June 28 1851 by delivering to the within named Thomas Herd William Herd ~~and Charles the Brooks~~

by d a certified copy of this writ

Served June 28th 1851 by delivering a certified copy of this writ at the Residence of the within named Charles Mc Brooks

Mileage	60
Serv	75
Copy	60
	$1.95

William L. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Thomas Herd, William Herd, and Charles M. Brooks

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 the Union County Fund Commissioners

in a plea of Debt, Debt Ninety two dollars

damages One hundred dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 27th day of June A.D., 1857

James Kinkade Jr Clerk.

Union Common Pleas

The State of Ohio for the use &c
vs
Thomas Herd & others

Declaration

Filed August 11. 1857
James Kirkade jr clerk

Clerk fees $1.50. Shff $2.11
all paid ~~Sept~~ Sept 16 1857

Cost & Bill made No Record

Curry & Robman
Attys in Pltff

The State of Ohio — Court of Common Pleas
Union County ss — June Term AD 1851

The State of Ohio, for the use of the Fund Commissioners of Union County complains of Thomas Herd, William Herd and Charles M. Burks in a plea of Debt, for that whereas, the defendants, on the thirteenth day of December AD 1843, at the County of Union aforesaid, made their promissory note in writing, sealed with their seals and now here to the court shown, the date whereof is the day & year aforesaid, and delivered the same to the Fund commissioners of Union County aforesaid & thereby agreed to pay to the Fund Commissioners of said County the sum of ninety two dollars on demand, for value received, the said note having been given for surplus revenue & made subject to the Act regulating the same; And the said defendants have not paid, nor hath either of them paid the amount of said note or any part thereof, whereby an action hath accrued to the plaintiff to demand & have of the defendants said sum of money; And whereas also, the defendants on the day and year herein last above mentioned, at the County aforesaid, were indebted to the plaintiff in the sum of ninety two dollars for money then & there lent by the plaintiff to the defendants at their request; And in ninety two dollars, for money then & there paid by the plaintiff, for the use of the defendants at their request; And in ninety two dollars for money then & there found to be due to the plaintiff from the defendants on an account then & there stricken between them, which said last above mentioned several sums of money were to have been respectively paid by the defendants to the plaintiff on request, yet the defendants, though often requested have not, nor hath either of them paid either of the said last above mentioned sums of money, nor any part thereof, to the plaintiff's damage of one hundred dollars and therefore he brings his suit &c

Curry & Robinson
Attys for Plff

Filed Sept 6. 1857
G Kirkpatrick p MR

The State of Ohio for Co
vs
Thomas Hend

In Union Com Pleas

Recd of Defts, two Dollars
and Eleven Cents my fees in this Case
Sept 6th 1851.

William L. Mulin Sheriff

Civil/Domestic Case File

Case No. 1851-CV-0039

No. 51-CW-39

Union Common Pleas Court.

Joshua Judy Plaintiff,

AGAINST

Jas. S. Alexander Defendant.

JUN TERM, 1851

JUDGEMENT FOR PLAINTIFF

DECREE FOR PLAINTIFF

Journal 5 Page 57

Record No. 6 Page 127

Ex. Doc. A, Page 76

Law No. 44

Joshua Judy

vs

James S. Alexander

Cost Bill mad

Record —

Recorded

1871

No. 4. A. A. Page 76

Joshua Hardy
vs
James S. Alexander

Amt of Judgt.	$437.50
Costs	7.75
Increase Costs	" 41

Received

Returned by order of Court to collect for Petitioner

Fees Mileage	5
Serv	35
Serv	35
	75

William L. Martin Merit

Filed September 30. 1857
Jos. P. Kirkpatrick Clerk

Cole County Circuit Court

Petition for Attachment

Petition filed July 15th 1857

Affidavit of Joshua Hardy praying that an attachment issue against the defendant James S. Alexander & that Court of Attachment be held in the County of Mississippi at the Residence of the defendants near Alexandria on the 1st day of August A.D. 1857 Returnable at the Court House in the City of Jefferson on the 1st day of the term thereof then and there to be held & to be holden in the Residence near Alexandria Mississippi Count 138 Perches & one rod more than Alexander North 68 Perches running West 1 60° N 182 perches to the beginning containing twenty eight acres more or less 1 rods one other piece or parcel of land situate in the County of Mississippi & State of Missouri & being part of the Fractional section 6 Township 40 North of Range 14 East Commencing at a stake from which the N.E. corner of the Fractional section 6 Township 40 North Range 14 East bears N 24 E 44½ perches to a stake thence N 30° E 153 perches to a stake thence ~~N 30°~~ S 79½ W 78 perches to a stake thence with the meandering of the Mississippi River S 11 W 8 perches thence S 75 E 34 perches thence S 17 E 42 perches thence S 30 W 94 perches to the beginning containing twenty eight acres and 25 perches more or less

The State of Ohio Union County SS.

To the Sheriff of said County Greeting:

Whereas Benjamine Powers Cashier of the Delaware County Branch of the State Bank of Ohio. On the 30th day of March A.D. 1849 before the Court of Common Pleas of Delaware County and State of Ohio. recovered a judgment against James S. Alexander. Charles W. Rosette and Joshua Judy for the Sum of Six hundred Dollars Debt. and two dollars damages and also three dollars and sixteen cents Costs of Suit. And whereas afterwards upon our certain Writ of Scire Facias in that behalf, Court. On the 9th day of July A.D. 1851 in our said Court of Common Pleas within and for said County of Union. It was made to appear that in the judgment aforesaid the said James S. Alexander was principal and the said Charles W. Rosette and Joshua Judy his Sureties. and it further appearing to our said Court, that the said Joshua Judy On the 17th day of April 1849 paid the amount of said judgment in full to the said Benjamin Powers Cashier as aforesaid. and that since the payment of said judgment by the said Joshua Judy, Court, On the 5th day of October A.D. 1850. the said Joshua Judy received of the said James S. Alexander the Sum of Two hundred and fifty dollars leaving due to the said Joshua Judy from the said James S. Alexander and unpaid by the said James S. Alexander upon the judgment aforesaid of Debt. damages and Costs with the interest thereon accrued since the rendition of the same the Sum of Four hundred and twenty Seven dollars and fifty Cents. It was therefore Considered by our said Court of Common Pleas within and for the said County of Union that the said Joshua Judy have his execution against the said James S. Alexander. for the said sum of Four hundred and twenty seven dollars and fifty cents the amount found due as aforesaid upon the judgment aforesaid from the said James S. Alexander to the said

Joshua Judy, and also that the said Joshua Judy recover of the said James S Alexander the sum of $7.75 for his Costs in that behalf expended, as appears to us of Record. Therefore We Command you that of the goods and Chattels, and for the Want thereof; of the lands and tenements of the said James S Alexander in your bailiwick You Cause to be made the said sum of Four hundred and twenty seven dollars and fifty Cents, So found due as aforesaid, and the Costs aforesaid with interest thereon from the said 9th day of July A.D. 1851. until paid; together with the further sum of 41 cts increase Costs and the accruing Costs; and have you the said Monies before Our said Court of Common Pleas on the first day of Our next term to render unto the said Joshua Judy, Hereof fail not at your peril: and have you then there this Writ.

Witness James Kinkade p clerk of
said Court of Common Pleas at Mansville
this 15th day of July A.D. 1851.
James Kinkade p clerk.

D. A. 76

Joshua Judy

vs

James S Alexander

Debt	$427.50
Costs	7.75
Incurrent	5.57
This writ	41

Filed June 12 1852
James Turner clerk

Cole & Coats

Received this writ May 10 A D 1852
did not receive this writ in time to Advertise
June 12 1852
Geo Milose S
Fees 35
40

William G 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 James S Alexander To wit part of Military survey No 3157. begining at a stake 160 poles east of the centre of Marysville at the Junction of the columbus and Delaware roads, thence running east 188 poles to an oak and two ashes. thence north 45 poles to a stake in the Delaware road. thence S 64° W 182 poles to the begining containing twenty eight acres more or less. also one other piece or parcel of land part of said survey No 3357 lying and being in the county of Union & State of ohio. bounded & discribed as follows. begining at a stake where the waldo road leaves the road leading from Marysville to Delaware. thence N 64 E 44¾ poles to a stake. thence N 30 E 15 3/10 poles to a stake. thence S 79½ W 78 poles to Mill creek. thence with the meanders of said creek S 14 W 8 poles. thence S 75 E 34 poles. thence S 17 E 9 poles. thence S 5 E 42 poles. thence S 30 W 94 poles to the begining containing 46 acres & 25 poles more or less. also one other piece or parcel of land containing 18 acres & being in the county of Union & State aforesaid Bound as follows part of survey No 3357 bounded east by land formerly owned by Sa wood and South by the Hinton Road west by land formerly owned by Ira Ward & north by the Delaware road

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

Joshua Lucky

the sum of four Hundred & twenty seven dollars and Fifty cents for his ~~for~~ damages, together with $ 7,75 for his costs, with interest thereon from the 9th day of July A. D. 1857 until paid, which late in our said Court the said

Joshua Lucky recovered against the said James S Alexander

as of record is manifest. Also, $ 6-57 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 Joshua Lucky

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

Witness, ~~JAMES KINKADE Jr.~~ James Turner, Clerk of said Court at the Court House in Marysville, this 10th day of May A. D. 1857

James Turner Clerk.

Docket A. 76

Joshua Cudy
vs
James S. Alexander

Amt. of Judgt. $427.50
Costs 7.75
Increase 1.16
This Writ .41

Filed Feby 27 1852
James Irwin Clerk

Cole & Coats attys for Plaintiff

Received this writ October 14th 1851
To levy on & Charles Lorna Notice on to Levy
By order of Joshua Lucky I Levied October 14th 1851 upon
Eighteen acres of Land lying in the county
Union and State of Ohio Bounded and described as
follows to wit 18 acres being No 3351 bounded east by land
formerly owned by Gen Wood deed South by the Hinton
Road West by land formerly owned by Wm Ward and
North by the Delaware Road
Advertised the within described Real estate for sale in the Marysville
Tribune a newspaper published and in general circulation in said county that
the sale would take place at the door of the court house in said county
of Union October, 14th and four other successive days afterwards to wit on the 17th day of
February A.D. 1852 Proceeding Plaid by order of ~~[illegible]~~ Plaintiff

Fees Mileage 5
Levy 3.50
Advertising 2.50
Printers fees 3.00
$14.00

~~[illegible]~~ Clerk

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S. Alexander Fourth Part of Military Survey No 3351 beginning at a stake 160 poles east of the Centre of Marysville at the junction of the Columbus and Delaware roads, thence running east 138 poles to an oak and two ashes, thence North 65 poles to a stake in the Delaware road, thence S 64° W. 182 poles to the beginning. Containing twenty eight acres more or less. Also one other piece or parcel of land part of of said Survey No 3351 lying and being in the County of Union and State of Ohio bounded and described as follows beginning at a stake where the Waldo road leaves the road leading from Marysville to Delaware, thence N 64 E. 44 3/4 poles to a stake, thence N 30° E 153 poles to a stake thence S 79 1/2 W. 78 poles to Mill-creek thence with the meanders of said Creek S 14 W 8 poles, thence S 75 E. 34 poles thence S 17 E. 9 poles thence S 5 E. 42 poles thence S 30 W 94 poles to the beginning Containing forty six acres and 25 poles more or less.—

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

the sum of Four hundred and twenty seven dollars and fifty — cents for ~~damages~~ for together with $ 7.75 for his costs, with interest thereon from the Ninth day of July A. D. 1851 until paid, which late in our said Court the said Joshua Judy recovered against the said James S. Alexander an award of Execution for the amount due as aforesaid,

as of record is manifest. Also, $ 1.16 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

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

Witness, JAMES KINKADE Jr., Clerk of said Court at the Court House in Marysville, this 13th day of October A. D. 1857

James Kinkade Jr Clerk.

D. A. 76

Joshua Judy

vs

James S. Alexander

Debt $427.50
7.75

Costs

Increase cost 3.11

This writ 73

Filed Nov 8 1852

James Irvin Clerk

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James S Alexander to wit the following lands and tenements to wit-part of Military Survey No 3157, Begining at a Stake 160 poles east of the centre of Marysville at the Junction of the Columbus and Delaware roads thence running east 138 poles to an oak and two ashes, thence north 65 poles to a Stake in the Delaware road, thence S 64° W 182 poles to the begining containing twenty Eight acres more or less. also and other piece or porcel of land part of said Survey No 3357, lying and being in the County of Union and State of ohio. bounded and described as follows Begining at a Stake where the Waldo road leaves the road leading from Marysville to Delaware, thence N 64. E 44¾ poles to a Stake, thence N 30° E, 153 poles to a Stake, thence S 17½ W 78 poles to Mill creek, thence with the meanders of said creek S 14. W 8 poles, thence S 75 E 34 poles. thence S 17 E 9 poles thence S 5 E 42 poles. thence S 30 W 94 poles to the begining containing forty six acres and 25 poles more or less. also one other piece or porcel of land Eighteen acres of lance lying and being in the county of union and State of ohio Bounded and described as follows to wit 18 acres survey No 3357. bounded east by land formerly owned by Joe wood dec'd South by the Hinton road west by land formerly by Jno Ward & north by the Delaware Road

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

Joshua Judy

the sum of Four hundred & Twenty seven dollars and fifty cents for his ~~for~~ damages, together with $ 7. 75 for his costs, with interest thereon from the 9th day of July A. D. 1857 until paid, which late in our said Court the said Joshua Judy recovered against the said James S Alexander

as of record is manifest. Also, $ 3. 11 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 Joshua Judy

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

Witness, JAMES ~~KINKADE Jr.~~ Twomer, Clerk of said Court at the Court House in Marysville, this 6th day of September A. D. 1857

James Twomer Clerk.

Union Com Plea

Joshua Judy

vs

James L. Alexander

Filed July 14. 1857
D Kirkpatrick p clerk

A & C

Joshua Judy
vs
James S. Alexander

Court of Common Pleas
of Union County Ohio

In Scire facias

Issue an Execution in this case against the said James S. Alexander, directed to the Sheriff of Union County Ohio.

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

July 19th 1851

Cole & Coats
Attys for Pltff

J. Judy
vs
J S Alexander

praecipe
for Sci. Fa.

Filed June 28. 1851
D Kirkpatrick clerk

Costs paid

Joshua Judy
vs
James S. Alexander } Scire Facias

— issue a scire facias against James S. Alexander to charge him as principal in a judgment in favor of Benjamin Brown, cashier of the Delaware County Branch of the State Bank of Ohio, which was rendered against the said Alexander & Charles W. Rouette and Joshua Judy at the March term of the Court of Common pleas of Delaware County Ohio 1849 in a plea of debt, in which the said Alexander was principal, and the said Rouette & Judy sureties, and which judgment has been paid by the said Judy, and amounts to six hundred dollars debt and two dollars damages and three dollars and 16 cts costs — make the writ returnable at next term

To J. Rinkade Jr.
Clerk of Common pleas }

Cook & Cato
Attys for plff

thereof by the said Alexander, whereas the said Joshua Judy hath besought us to furnish him a proper remedy in this behalf. And we being willing that what is right in this behalf should be done, Command you to make known to the said James S. Alexander, to be before our Court of Common Pleas, on the first day of the next term to show if he has, or knows of any thing to say for himself why the said Joshua Judy ought not to have his execution against him of the debt and damages, costs and interest aforesaid thereon against him according to the form, force and effect of said recovery, if it shall seem expedient for him so to do, and further to do & abide what our said Court shall then and there consider of him in this behalf, and have you then and there this writ.

Witness J. Kinkade Jr
Clerk of said Court
of Com. Pleas at Marysville
June 25 1857

James Kinkade jr Clerk.

Joshua Judy
vs
James S. Alexander

Writ of Scire Facias

Filed June 25, 1857
J. Kinkade jr Clerk

Received

Served this writ by leaving at the Residence of the within named James S. Alexander a certified copy of this writ June 28 1857

Fees Services 35
Mileage 8
Copy 60
1.00

William C. Malin Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County

Greeting:- Whereas Benjamin Powers Cashier of the Delaware County Branch of the State Bank of Ohio, lately, to wit, on the thirtieth day of March A.D. 1849, in the Court of Common Pleas of Delaware County Ohio, by the judgment of the same Court, recovered against James S. Alexander, Charles W. Rosette, and Joshua Judy, a certain debt of Six hundred dollars, and also two dollars for his damages, which he had sustained by reason of the detention of said debt, and three dollars and sixteen cents for his costs and charges by him in this suit, in that behalf expended, wherein the said James S. Alexander is Connected as appears by a duly certified transcript of said judgment. And whereas, the said Joshua Judy on the 19th day of April A.D. 1849, was compelled to pay said judgment to the said Benjamin Powers Cashier &c. as appears by a receipt on said transcript, signed by the said Powers to that effect.

And now at this day, to wit, the 18th day of June A.D. 1851, the said Joshua Judy comes here into the Court of Common Pleas of the County of Union, and according to the form of the Statute in such case made and provided, gives the same Court here to understand and be informed that the said debt, and damages so by the said Benjamin Powers Cashier &c as aforesaid recovered, was a certain sum of Six hundred dollars and interest therein mentioned in a certain writing obligatory bearing date December 28th 1848 for the sum of Six hundred dollars, payable to the said Benjamin Powers, by the name of B. Powers Cashier or order, at the Delaware County Branch of the State Bank of Ohio, in Sixty days after the said date thereof, and executed by the said Alexander as principal, and the said Rosette & the said Judy as his sureties, and the said Judy also gives the said Court here to understand and be informed that although he has been compelled in manner aforesaid to pay the said debt, damages, interest and costs, as surety of the said Alexander, yet he the said Joshua Judy still remains unpaid and unsatisfied

and also the costs herein expended taxed at Three dollars and Sixteen cents

And by virtue of the same Warrant of Attorney all errors released herein"

The State of Ohio Delaware County ss

I George W Stark Clerk of the Court of Common Pleas within & for said County hereby certify the foregoing to be a true copy of the Complete record in the foregoing Case

In testimony whereof I have hereunto set my hand & affixed the Seal of said Court at Delaware this 9th day of April AD 1857

G W Stark

Clerk

Docket Bond

Docket & C

Alexander

Copy of Record

Filed June 28. 1857

Attest G. Clerk

Certificate

Record

Filed Jan 2 1860

G W Stark Clerk

Clinton W Pettibone one of the Atty of this Court on behalf of the said Pamus S Alexander, Charles W Rosette and Joshua Pudy Defendants, and by virtue of a warrant of Attorney for that purpose executed, waives the filing and service of process, and acknowledges that the said Defendants do owe the said sum of money above demanded in manner and form as the said Benjamin Powers hath above thereof complained against them, and confesses that the said Plaintiff hath sustained damages by reason of the detention thereof to Ten dollars and he hereby releases all error and right and benefit of appeal on behalf of said Defendants" L W Pettibone Atty for Defts.

And thereupon at the Court aforesaid and at the time and place first herein before mentioned the following judgment was entered herein against the Defendants to wit,

"This day came the Plaintiff by L Finch his Attorney and filed his declaration herein against the Defendants and thereupon the said Defendants by Clinton W Pettibone Esq One of the Attorneys of this Court appeared in open Court on behalf of the Defendants, and by virtue of a warrant of Attorney for that purpose executed by the said Defendants and acknowledged that said Defendants do owe and stand indebted unto the Plaintiff in the sum of Six Hundred dollars in manner and form as the said Plaintiff hath in his declaration alleged, and confesses that the said Plaintiff hath sustained damages by reason of the detention thereof to Ten dollars

Therefore it is considered that the said Plaintiff recover of the said Defendants, the said sum of Six Hundred dollars Debt aforesaid, and also the sum of Ten dollars Damages aforesaid so confessed as aforesaid

received in Sixty days after the date thereof which period has now elapsed —
And the Defendants have not paid or caused to be paid the amount of the said note or any part thereof although the said note was afterwards to wit, on the day when it became due, presented at the Delaware County Branch of the State Bank of Ohio for payment thereof
And also for that whereas the said Defendants on the 27th day of February AD 1849 at Delaware County aforesaid were indebted to the said Benjamin Pomeroy Cashier in $700.00 for money then and there lent by the Plaintiff to the Defendants at their request.
And in Seven Hundred dollars for money then and there paid by the Pltff for the use of the Defendants at their request
And in $700. for money then and there received by the Defendants for the use of the Plaintiff
And in $700. for money then and there found to be due from the Defendants to the Plaintiff on an account then and there stated between them
Yet the Defendants have not paid the said last mentioned several sums of money, nor either of them, nor any part thereof, though often requested so to do. To the damage of the said Benjamin Pomeroy Cashier Seven Hundred dollars. and therefore he sues"
By S Finch his Attorney
And thereupon the said Defendants by their Attorney Linton W. Pettibone filed the following pleas herein to wit
"State of Ohio Delaware County SS.
Pomeroy & Alexander et al
v
Benjamin Pomeroy Cashier } In Debt
And now comes

The State of Ohio Delaware County ss
Delaware County Court of Common Pleas
March Term AD 1849.

Benjamin Powers Cashier
of the Delaware County Branch of
the State Bank of Ohio
v
James S Alexander Charles
W Rosette & Joshua Pudy

Amicable Action
in Debt

Pleas held at the Court House in the Town of Delaware in said County before the Court of Common Pleas for said County on Friday the 30th day of March AD one thousand Eight hundred & forty nine

Be it remembered this day the following declaration was filed herein in the words & figures following to wit

Delaware County ss. Court of Common Pleas. March Term AD one thousand Eight hundred & forty nine

Benjamin Powers Cashier of the Delaware County Branch of the State Bank of Ohio complains of James S Alexander, Charles W Rosette and Joshua Pudy in a plea of Debt for that whereas the said James S Alexander, Charles W Rosette & Joshua Pudy, on the 28th day of December AD 1848, at Delaware County 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 Benjamin Powers Cashier and thereby jointly and severally bound themselves to pay to the said Benjamin by the name of B Powers Cashier or order Six hundred dollars at the Delaware County Branch of the State Bank of Ohio, for value

The State of Ohio Delaware County ss
Delaware Court of Common Pleas

Benjamin Pond Cashier of the Delaware County Branch of the State Bank of Ohio
v
James S Alexander Charles W Rosette
Joshua Pudy

} Amicable Action in Debt

April 17. 1849. This judgment in favor of the Cashier of the Delaware County Branch Bank is hereby transferred to Joshua Pudy, with power to collect the contributory shares from other defts and from the principal on the note Pet. Alexander
B Pond Cash.

Joshua Pudy Assignee of B Ponds Cashier
v
James Alexander & C W Rosette

} Pudy v. March 19 for $602.00

April 17th 1849. This day Fi Fa issued to Sum Co. 19th 49
"Returned" Further proceedings stayed by order of Assignee and Defts Atty.

Assignee
To Oct Term 1849
"Returned" April 13th 1849 — Levied on the following described real Estate in the County of Delaware in the State of Ohio, and bounded & described as follows Being a part of Lot No 43. in the Town of Delaware Beginning 6 1/4 rods N of the S E corner of said out Lot No 43. — thence running N 40 feet more or less to the corner of a lot heretofore sold by Hugh Lee to James S. Alexander — thence W 12 1/2 rods to the S W corner

of said Lot hereto for sale to said Lee to said Alexander – thence "S" 45 feet more or less to a stake 6 1/2 rods West of North street. thence East 12 1/2 rods to the place of beginning. containing 34 rods more or less.–

Appraised advertised and offered for sale Sept 16th 1849 but sold for want of bidders – Oct 16th 1849

N Powell Shff

Sr Oct. Jn 1850 –
Feby 3d 1850. Union County
Returned

Recd this writ August 26th 1850. Same day levied upon all the Wheat & Hay in Barnes S Alexanders barn, supposed to be about 20 tons Hay and about 1100 sheaves Wheat – Also all the Corn standing on the field between the Delaware & Huntsville Mill roads, on the farm of Barnes S Alexander, supposed to be about 10 acres – Also 4 Cows – 4 Two year old steers – "3" three year old steers – 3 Two year old Heifers as the property of Barnes S Alexander – Advertised the said property for sale in the "Marysville Tribune" a Newspaper 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 5th day of October 1850, between the hours of 10 o'clock A.M. and 4 o'clock P.M. offered said property for sale by public auction. on the farm of Barnes S Alexander / The parties Barnes S Alexander and Otway Curry the Plffs Attorny agreed to have the property all sold together) I then and there sold the same to Joseph Saxton for the sum of Two Hundred and fifty dollars. he being the highest and best bidder therefor – There being no other goods or chattels, lands

or tenements found whereunto levy. Returned by order of Joshua Judy — Phillip Snider Shff.
Union County Ohio

The State of Ohio Delaware County ss
I George W Stark Clerk of the Court of Common Pleas within and for said County and State hereby certify that the foregoing are true copies of the original Assignment of said judgment, and also the returns on the several Executions issued in said cause

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Delaware this 25th day of June AD 1851.

G W Stark Clerk
By Chas Smith

Civil/Domestic Case File

Case No. 1851-CV-0040

No. 51-CU-40

Union Common Pleas Court.

Lucien Bullex Exr,
Plaintiff,

AGAINST

Wm Gabriel et. al
Defendant.

JUN TERM. 1851

DECREE FOR PLAINTF.

Journal 5 Page 42

Record No. 6 Page 98

Ex. Doc. 4 Page 60

Lucien Buttes Exr &c

v

Wm Gabriel & als

Pres for Scire facias

Filed June 30. 1857

D Kirkwood p clerk.

Joel Butters

vs

Wm & John Gabriel &
Dexter Mitchell

} Union Com Pleas
Judgt May 1849
$1123.72

Issue seized various to satisfy
judgt in favor of Lucien Butters, executor
of Joel Butters who died in Sept 1850.

Swayne & Bates
Pltffs

Should be done. Command you, that you make known to the said William Gabriel & John Gabriel and Dixon Mitchell that they be before the Judges of our said Court of Common Pleas forthwith to show if they have or know of anything to say for themselves why the said Lucien Butler executor as aforesaid ought not to have his execution against them of the Debt and 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 Kirkade Jr Clerk of said Court of Common Pleas at Marysville this 30th day of June A.D. 1851

James Kirkade Jr Clerk

Union Com. Pleas

Lucien Butler Executor of the Estate of Joel Butler Decd

vs

William Gabriel & others

Scire facias

Filed July 1. 1851
J. A. Kirkade Jr clerk

Cost Bill see mesne Record

Recorded

Evans & Bates attys for Plff

Same Writ issued June 30th 1851 to Sheriff of Union County

Returned with Sheriff's Return Thereon Mitchell Barber & Same John Barber by order of Plaintiff's atty

Fees Writ $1-
Serv 35-
Copy 50
$2-

Wm. Gillespie Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

Whereas Joel Butties, lately Court, on the 29th day of May A.D. 1849 in our Court of Common Pleas, within and for the County of Union by the judgment of the same Court, recovered against William Gabriel & John Gabriel and Dixon Mitchel Eleven hundred dollars for his Debt and twenty three dollars and Seventy two Cents for his damages, which he had sustained by Reason of their not performing Certain promises and undertakings then lately made by the said William Gabriel & John Gabriel and Dixon Mitchell to the said Joel Butties; and also, two dollars and Ninety six Cents for his Costs and Charges about his suit in that behalf expended Whereof the said William Gabriel & John Gabriel and Dixon Mitchell, is Convicted as appears to us of record and afterwards, to wit, in September A.D. 1850, the said Joel Butties died having first duly made and published his last Will and Testament in writing, and thereby Constituted and appointed Lucien Butties Executor thereof; after whose death the said Lucien Butties, duly proved the said last will and testament of the said Joel Butties and took upon himself the burthen of the execution thereof, as by the information of the said Lucien Butties, ~~executor as aforesaid~~ in our said Court of Common Pleas we have been given to understand, And now on the behalf of the said Lucien Butties executor as aforesaid, 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~~, Debt, and Damages and Costs aforesaid still remains to be made to him; Wherefore, the said Lucien Butties, executor as aforesaid, has besought us to provide him a proper remedy in this behalf; And we being Willing that what is just in this behalf

Butler
vs
Gabriel
Pltf's for Exptd

Filed Jany 14. 1852
D Kirkpatrick Clerk

Columbus Jany 10. 1852

To the Clerk of Union Co. C. P.

You will please issue an execution in the case of Butts vs Gabriel if the money is not paid in. If it is in your hands please write us.

The estate now is in need of the money and if it is not in your hands you will immediately issue an execution

Truly yours
Lewayne & Bates

Civil/Domestic Case File
Case No. 1851-CV-0041

No. 51-CV-41

Union Common Pleas Court.

Charles Topleff, Plaintiff,

AGAINST

Marva Beach, Defendant.

JUN TERM. 1851

JUDGMENT VS DEFENDANT

Journal 5 Page 51 ~~24~~

Record No. 6 Page 109 ~~65~~

Ex. Doc. A Page 68

Transcript

Elias Topliff
vs
Marova Beach

Filed June 30. 1857
Ja Kirkwood Jr clerk

Recorded

Elias Topliff
vs
Marova Beach

Debt and Interest	$60.37
Docket Ent	10
Ent Judgment	12½
Execution	25
Const Fees	5
Transcript	31

Suit on a note of hand of which the following is a true copy

$50.00 On the first day of April (1851,) Eighteen hundred and fifty one I promise to pay Elias Topliff or bearer fifty Dollars with interest from date for value Received this 15th day of October A.D. 1847

Marova Beach

April 1st 1851 Marova Beach personally appeared and confessed Judgment on the above discribed note of hand. Whereupon the Interest was cast and Judgment rendered against said Marova Beach the defendant in favour of Elias Topliff the plantiff for the sum of Sixty Dollars and thirty seven cents debt, and costs of suit taxed at 22½ cents

Execution issued April 11th 1851 and handed to David W. Jones Constable and returned in due time indorsed as follows, The within named Marova Beach hath not any goods or chattels whereof I can make any part of the amount of this Execution, May 6th 1851 Fees, Milage 5 cents

David W. Jones Constable

It is suggested to me that said Defendant is possessed of lands liable to levy and sale on execution May 6th 1851

David Burnham J.P.

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

David Burnham J.P.
of the aforesaid township

Clerk. issue Scire facias in above Case Jan 30. 1851. Returnable forthwith

Cole & Cook
Attys for Pltff

Union Com. Pleas

~~Marvin Beach~~
~~Chas. Topliff~~
Marvin Beach
~~Chas. Topliff~~

Scire facias

I hereby acknowledge legal service on the within writ before me July 1st 1851 Marvin Beach

Filed July 2, 1851
J Kinkade p Clerk

Cost Bill made
Record
Recorded

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Elias Topliff lately, to wit: on the first day of April A. D., 1851 before David Burnham Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marova Beach for the sum of Sixty ——— dollars and thirty seven cents Debt ——— dollars and 22½ 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 David Burnham Esquire, Justice of the Peace as aforesaid, that the said Marova Beach 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 Elias Topliff 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 Marova Beach wherefore the said Elias Topliff — 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 Marova Beach to 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 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 30th day of June ——— A. D., 1851

James Kinkade jr Clerk.

A. 68

Elias Topliff
vs
Marva Beach

Debt $60.37
Costs of suit " 22½
int from Apl 1. 1857
Subsequent costs " 61
Costs in Court 2.75½
Int from July 5. 1857
This Writ " 41

Filed Sept 5. 1857
Fees Sept 30. 1857
J. H. Hill Recd for clerk
Recorded
Vol 4 Costs Atty for Pltff

Received this writ August 11th 1857
Levied in conjunction with four other writs of Execution August 11th 1857 in favor of Elias Topliff once against Marva Beach upon the following lands and tenements lying in the County of Union and State of Ohio once in the town of Milford To wit Beginning 2 poles 22½ links S 20 W from Milton Reeds South east Corner of lot No one in the town of Milford the south east Corner of Oliver Kennedys lot bought of Elias Topliff from thence S 20 W 4 Poles 7⅔ links thence N 70 W 4 Poles and 9 links thence N 20 E 13 links thence N 70 W 5 links thence N 20 E 3 Poles and 12 links thence South 68 $\frac{40}{100}$ E 4 Poles 13⅓ links to the beginning —
Had the above described real estate Advertised in the Marysville Tartune a news paper published and in general circulation in union county Ohio for at least 30 days previous to the day of Sale I afterwards to wit on the 29th day September AD 1857 it being the day advertised the same to be sold between the legal hours offered the same at the door of the Court house in said County, by Public Auction and sold the same to David Burnham for three hundred and ten dollars he being the highest and Best Bidder therefor once it lem more than the two thirds of the appraised value thereof

Fees Allowed —
Fees $\frac{35}{40}$

William L. Martin Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas Elias Topliff, on 1st day of April A.D. 1851. before David Burnham one of our Justices of the Peace within and for the County of Union recovered a judgment against Marva Beach for Sixty dollars and thirty seven cents Debt and 22½ cents Costs of Suit. And whereas afterwards upon our Certain Writ of Scire facias in that behalf lawfully on the 5th day of July A.D. 1851 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 Marva Beach upon the judgment aforesaid for the Debt and Costs aforesaid and also ~~that~~ for the sum of 61 cents Subsequent Costs in the Court below. And also that the said Elias Topliff recover against the said Marva Beach his Costs in that behalf expended taxed to $2.75 Whereof the said Marva Beach is convicted as appears to us of Record, Therefore we command you that of the goods and chattels and for want thereof, of the lands and tenements of the said Marva Beach in your bailiwick you cause to be made the Debt and Costs aforesaid, with interest on the Debt and Costs of Suit from the 1st day of April A.D. 1851 and on the remainder of the Costs from the 5th day of July A.D. 1851, 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 Elias Topliff

And have you then there this Writ.

Witness James Kirkade Jr Clerk of said Court of Common Pleas at Marysville this 11th day of August A.D. 1851.

James Kirkade Jr Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0042

No. 51-CW-42

Union Common Pleas Court.

Chas Tobleff Plaintiff,

AGAINST

Marva Beach Defendant.

JUN TERM 1851

JUDGMENT VS DEFENDANT

Journal 5 Page 51 124

Record No. 6 Page 111 67

Ex. Doc. A Page 68

Transcript

Elias Topliff
vs
Marova Beach

Filed June 30. 1851
Ja Kirkpatrick p. clerk

Recorded

Elias Topliff
vs
Marova Beach
Debt

and Interest	$60.37
Docket Ent	10
Ent Judgement	12½
Execution	25
Court Fees	5
Transcript	31

Suit on a note of hand of which the following is a true copy

$60.00 On the 1st day of April 1851 eighteen hundred and fifty one I promise to pay Elias Topliff on header fifty Dollars with interest from date for value received this 15th day of October A.D. 1847

Marova Beach

April 1st 1851 Marova Beach personally appeared and confessed Judgement on the above discribed note of hand. Whereupon the interest was cast and Judgement rendered against said Marova Beach the defendant in favour of Elias Topliff the plaintiff for the sum of Sixty Dollars and thirty seven cents debt, and and costs of suit taxed at 22½ cents

Execution issued April 11th 1851 and handed to David W. Jones Constable and returned in due time — indorsed as follows. The within named Marova Beach hath not any goods or chattels whereof I can make any part of the amount of this execution. Fees Mileage 5 cents. May 6th 1851

David W. Jones, Constable

It is sugested to me that said defendant is possessed of lands liable to levy and sale on execution May 6. 1851

David Burnham J.P.

The State of Ohio Union County, Union 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

David Burnham J.P.
of the aforesaid township

Sum Scire facias Returnable forthwith in above Case Jun 30. 1851. Cole & Coats Attys for Pltff

Union Com. Pleas

Elias Fosliff
v
Marova Beach
Scire facias

I hereby acknowledge legal service on the within writ upon me July 1st 1851

Marova Beach

Filed July 7 1851
S Kinkade p clerk

Cost Bill made
Record
Recorded

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Elias Fosliff ~~lately~~, to wit: on the first day of April A. D., 1851 before David Burnham Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Marova Beach for the sum of Sixty ——— dollars and thirty seven cents Debt ~~and ——— dollars~~ and 22½ 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 David Burnham Esquire, Justice of the Peace as aforesaid, that the said Marova Beach 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 Elias Fosliff 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 Marova Beach — wherefore the said Elias Fosliff 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 Marova Beach to 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 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 30th day of June A. D., 1851

James Kinkade Jr Clerk.

No. 68

Elias Doppiff
vs
Marora Beach

Fee $1
Costs of this $6.37
Ad. from Aug. 1851 — " 25½
Subsequent costs — " 61
Costs in Court Dec. 1851 $
Sub from July 5 1851 — " 41
Fees this term " 41

Sold Sept 7, 1851

Filed Sept 30. 1851
J. Mitchener clerk
Recorded
Cole & Coats Attys for Pltff

Received this writ ~~Aug~~ August 14th 1851
~~Advertised the within~~ Levied in conjunction August 11 1851 with four other Executions in favor of Elias Doppiff and against Marora Beach upon the following Lands and Tenements to wit situate in the county of Union and State of Ohio and in the town of Milford to wit Beginning 2 Poles 2½ links S 20 W from Wilson Reeds South east corner of Lot No one in the town of Milford the South east corner of Oliver Kennedys lot bought of Elias Doppiff from thence S 20 W 4 Poles 7⅔ links thence N 70 W 4 Poles and 9 links thence N 20 E 13 links thence N 70 W 5 links thence N. 20 E 3 Poles and 12 links thence South 68 $\frac{40}{100}$ E 4 Poles 13⅔ links to the Beginning

Had the above described real Estate Advertised in the Marysville Tribune a news paper published and in general circulation in Union County Ohio for at least 30 days previous to the day of the sale — & afterwards, to wit on the 29th day of September A.D. 1851, it being the day and year advertised the same to be sold between the legal hours offered the same at the door of the court house in said County by public auction and sold the same to David Burnham for three hundred and ten dollars, he being the ~~highest~~ best and best bidder therefor and it being more than two thirds of the appraised value thereof ~~Fees~~ Mileage 5
Fees 35
40

William C. Martin Shff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas Elias Topliff on the 1st day of April A.D. 1851 before ~~the~~ David Burnham one of our Justices of the Peace within and for the County of Union recovered a judgment against Marova Beach for ~~Sixty~~ Sixty dollars and thirty seven 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 5th day of July A.D. 1851. 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 Morova Beach upon the judgment aforesaid for the Debt and Costs aforesaid and also for the sum of 61 cts subsequent Costs in the Court below, and also that the said Elias Topliff recover against the said Marova Beach his Costs in that behalf expended taxed to $2,75½ Whereof the said Marova Beach is Convicted as appears to us of Record. Therefore We Command you that of the goods and Chattels and for want thereof, of the lands and tenements of the said Marova Beach in your Bailiwick you Cause to be made the Debt and Costs aforesaid, with interest on the Debt and Costs of Suit from the 1st day of April A.D. 1851 and on the remainder of the Costs from the 5th day of July A.D. 1851 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 Elias Topliff.

And have you then there this Writ

Witness James Kinkade Jr Clerk of said Court of Common Pleas at Marysville this 11th day of August A.D. 1851.

Civil/Domestic Case File

Case No. 1851-CV-0043

No. 51-CV-43

Union Common Pleas Court.

W. E. Lee

Plaintiff,

AGAINST

Jas. McIlroy

Defendant.

JUN TERM. 1852

Nonsuited

Journal 5 Page 107

Record No. 6 Page 193

Ex. Doc. A Page 191

Law No ~~57~~ 21

Wm E Lee

v

Jas M McIlroy

Ct Bill

made Record

Recorded

For L. McAlary
Bond 947 Ben Otsego 1/30

Filed June 30. 1857
L Kirkpatrick Clerk

260
675
935
1,122

935
561
1,122

John R McDowell for the use of
Mead & Reston
vs
Reuben Frazell.

John R McDowell for the use of
T. & J. Brown
vs
Reuben Frazell.

On Execution now in the hands of Wm J Brophy Constable, from the Docket of Dan'l Wilkinson J. P., the first judgment for $2.60 & Costs, the other for 6.75 & Costs.

9.35

In Consideration of the staying all further proceedings in the collection of the above judgments at present, I hereby Guarantee the full payment of said judgments with costs, within one month from this date

Sept 28th 1848

James McGlen

use of Mc E Le

		935
	11	6
		5610
	112	131
	19	
	131	1066

M McD for &c
vs
R. B. Frazell

Judgt rendered June 15, 1848 for $2.54
Costs J.P. fees .72½
Const fees

Levy made July 31. 1848. on a lot of Cooper Stuff. Staves and heading.

Mead & Winston for &c
vs
Reuben Frazell

Judgt rendered June 15, 1848 for $6.75
Costs J.P. fees .72½

Levy The same as the above

Wm Eder
McPhrop

Filed June 30. 1857
Jas Kirkpatrick clerk

State of Ohio Union County ss

Before me M. H. Wadhams a justice of the Peace in & for said County Personally appeared James McElroy who being duly sworn according to law said that he held Wm E. Lee's receipt in full for a Judgt. & costs which said Lee held against Reuben Fragell & for which he was bound in a bond to Wm J Brophy to pay in one month from 28th September 1848 and that he gave said receipt to Reuben Fragell

the following is a copy of said bond referred to above

John R McDowell for the use of Mead & Ruston
vs
Reuben Fragell

John R McDowell for the use of J & L. Brown
vs
Reuben Fragell

On Execution now in the hands of Wm J Brophy Const. from the Docket of James M Wittinson J.P. the first

Judgment	2,60
Costs the other for Cuts	6,75½

In consideration of the staying all further proceedings in the collection of the above Judgments at present I hereby guarantee the full payment of said judgment with costs within one month from this date September 28th 1848

Signed James McElroy

James McElroy

Sworn to & subscribed before me this 19th day of April 1851 M H Wadhams JP

Wm E Lee
vs
James McDougal
debt $ 10.64

Bond filed thereupon & issued a Summons 1st March 1851 for appearance on the 10th inst at 10 O Clock AM
Summons Returned indorsed this writ served by copy on the 6th day of March 1851 Fees Travel & Service 25 Saml Balinger Const
March 10th 1851 10 O Clock AM Deft appears and asks a Continuance and trial adjourned until 29th inst at 1 O Clock PM -

March 29th 1851 1 O Clock PM Defendant fails to appear & trial again adjourned unto 19th April 1851 at 1 O Clock PM

Subpoena issued order of plaintiff for Wm J Brophy
Subpoena returned endorsed served by plaintiff by reading to the within witness the 17 day of April 1851
Signed R Clark

Subpoena issued by order of Defendant for Wm Gladhill Jackson Gladhill & Reuben Fragell
Subpoena returned indorsed this writ served by reading March 29th 1851 Fees Travel & Service (45) Saml Balinger Const.
~~Subpoena issued by~~ March 29th 1851
Wm Gladhill Jackson Gladhill & Reuben Fragell present on second adjournment day

Subpoena issued by order of Defendant for Wm Gladhill Jackson Gladhill & Reuben Fragell
Subpoena returned indorsed this writ served by reading April 18th 1851 Travel 80 Serv (20) (100) Saml Balinger Const.

April 19th 1851 1 O Clock PM Trial Jury
Reuben Fragell & Wm Gladhill sworn & examined as witnesses and after hearing their testimony it is decided by me that the plaintiff recover of Defendant $10.64 Therefore Judgment is rendered against Defendant the sum of ten dollars & sixty four cents debt and the costs taxed at $5.48
notice of appeal given

over

In the action of Wm. E. Lee against James M Gray I John Baker acknowledge myself bail for the appellant in the sum of fifty dollars to be levied of my goods chattels lands & tenements in case the appellant shal be condemned in the action & shal fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Com pleas

Signed John Baker

Taken signed & acknowledged this 28 day of April 1857

M H Wadkins J P

Wm E Lee vs J M Gray Appeal Transc. Filed June 30 1857. D Kirkpatrick Clerk

Justices Fees

Summons	12½
1st Adjournment	10
2nd do	10
1 Subpoena	12½
2nd do	20
3rd do	20
Swearing Witness	8
Affidavit	25
Judgment	25
Bail —	25
	168

Constables Fees

on Summons	25
on 1st Subpoena	45
on 2nd do	1,00

Witness Fees

Wm Gladhill	1,00
Reuben Frazell	1,00
Jackson Gladhill	50
	2,50
Wm J Brophy	50
Charged to pltf	

I certify that the above is a true ~~copy~~ full copy from my docket of the proceedings had by and before me in the above case

M H Wadkins J P
for Liberty Township Union Co O

Fees transcript 31
not paid

Civil/Domestic Case File

Case No. 1851-CV-0044

No. 51-CU-44

Union Common Pleas Court.

Joshua Judy Plaintiff,

AGAINST

Charles W Russell Defendant.

NOV TERM. 1852

Dismissed

Journal 3 Page 154

Record No. No Record Page

Ex. Doc. A Page 243

Lacy No 15

Joshua Judy

as

Charles W Rosette

Certificate made

no Record

Union Common Pleas

Joshua Judy

vs

Charles W Rosette

Praecipe

Filed July 3. 1857
James Kinkade Jr clerk

Coll & Coak

Joshua Judy
&
Charles McRosette } In Assumpsit – Damages
Seven hundred Dollars

Issue a summons returnable forthwith. Indorse
Suit brought for money laid out and expended
by the plaintiff for the defendant, also for
Goods sold and delivered, money had
and received & on an account stated
damages claimed Seven hundred Dollars } Cole & Coats
To the Clerk of the Court of } Attys for
Common Pleas of Union } Plaintiff
County Ohio

July 3d AD 1851.

Union Com. Pleas

Joshua Judy
vs
Charles W. Rosetta

Filed July 4. 1857
J. A. Kirkpatrick clerk

"Suit brought for money laid out and ~~and~~ expended by the plaintiff for the defendant. also for goods sold and delivered. money had and received on an account stated. damages claimed Seven hundred dollars

Cole & Hoats
Attys for Plaintiff.

Service this writ by delivering to Charles W. Rosetta a certified copy of this writ July 3d 1857

Fees Mileage 15
Service 35
Copy 20
1,30

William C. Allen Sheriff

July 3d 1857

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Charles W. Rosette

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, Forthwith ~~on the first day of the next Term thereof~~, to answer unto

Joshua Judy

in a plea of Assumpsit

damages Seven Hundred dollars

and have you then there this writ.

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

the third day of July A. D., 1857

James Kinkade Jr Clerk.

Union Common Pleas

Joshua Judy
vs
Charles W Rosette
Narr

Filed August 18, 1857
Ja A Kirkwade pr clerk

Cole & Evans

State of Ohio
Union County ss } Court of Common Pleas
June Term A.D. 1851.

Joshua Judy complains of Charles W Rosetto in a plea of Assumpsit for that whereas the said Charles W Rosetto on the 17th day of April A.D. 1849, at Union County aforesaid was indebted to the said Joshua Judy in Seven 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 Seven hundred dollars for money then and there lent by the plaintiff to the defendant at his request:

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

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

And in Seven 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 28th day of June A.D. 1851, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request: Yet he hath disregarded his promises, and hath not paid the several sums of money nor either of them, nor any part thereof to the damage of the Plaintiff Seven hundred dollars and therefore he brings suit &c

By Cole & Coate
His Attys.

C W Prentiss
ads
Joshua Judy

Plea

Filed Sept. 15, 1857
Ja Kirkadoff Clerk

J C Doughty
Atty for Deft

Charles W Rosette
vs.
Joshua Judy

In Union Comm
Pleas.

And the said Charles W Rosette, comes and defends & And says that he did not Assume, and promise in manner and form as the said Joshua Judy hath declared against him And of this he puts himself upon the country And the said Joshua Judy doth the like, &c.

By J. C. Doughty his Attorney

Civil/Domestic Case File

Case No. 1851-CV-0045

No. SL-CU-45

Union Common Pleas Court.

Joshua Sharp Plaintiff,

AGAINST

Samuel Judy et al Defendant.

SEP TERM. 1857

JUDGMENT VS DEFENDANT

$10 270

Journal 5 Page 67

Record No. 6 Page 138

Ex. Doc. A Page 126

Law No 41

Joshua Sharp

vs

Samuel Judy et als

Cos & Bill made Record

Recorded

Union Com Pleas

Joshua Sharp

vs

Samuel Irby et als

Trac - In Assumpsit -

Filed July 8. 1851
James Kirkadefrelk

Stanton & Allison

Joshua Sharp
vs
Samuel Luby
Joshua Luby &
Moses Leeper

In Assumpsit –

Damages $200.00

Issue a Summons returnable forthwith. Indorse on the writ "Suit brought on note of hand given by defendants to Plaintiff for one hundred and six dollars, dated April 16th 1849 and payable on or before the fifteenth day of April next thereafter. &c. Also for goods sold and delivered, money had and received, &c.

To the Clerk of Union Co. Common Pleas.

July 5th 1851

Stanton & Allison
Attys for Pltff –

Saml Judys
Note $106
Received April 16th 1850
on the within Six dollars

Union Co Ky

Stamm Judy
& Joshua Judy
Note $106.

$106 On or before the fifteenth day of April Next We or Either of us promise to pay to Joshua Sharp or bearer the Sum of One hundred and Six dollars for value received April 16th 1849

Samuel Judy
Joshua Judy
Moses Deross

Union Com. Pleas

Joshua Sharp
vs
Samuel Judy et als

Filed July 9. 1851
J. A. Kirkpatrick p. clerk

"Suit brought on a note of hand given by defendants to Plaintiff for One hundred and Six dollars dated April 16th 1849 and payable on or before the fifteenth day of April next thereafter &c. Also for goods Sold and delivered, Money had and received, &c.

Stanton & Allison
attys for Pltff."

Recorded

Service this writ by ~~delivering to the~~ leaving at the residence of Joshua Judy one of the defendants named Moses Jones each a certified copy of this writ
July 9th 1851

Fees Mileage 70
Serv 75
copy 60
$2.05

William L. Mavin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

Samuel Judy. Joshua Judy and Moses Devore

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

Joshua Sharp

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 July A. D., 1857

James Kinkade Jr

Clerk.

Union Com Pleas

Joshua Sharp

vs

Samuel Judy et al

Assumpsit - Stay

Filed July 15. 1857
J. A. Krickade Jr clerk

Recorded

Stanton & Allison

The State of Ohio } Court of Common Pleas
Union County ss } June Term A.D. 1857

Joshua Sharp complains of Samuel Judy, Joshua Judy and Moses Sevore in a plea of Assumpsit, for that whereas, the defendants on the 16th day of April A.D. 1849 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, one hundred and six dollars on or before the fifteenth day of April next thereafter which period has now elapsed.

And whereas also the defendants on the 1st day of June A.D. 1851 at the County aforesaid were indebted to the plaintiff in the sum of ~~Three~~ Two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants, at their request.

And in ~~Three~~ Two hundred dollars for money then and there lent by the plaintiff to the defendants at their request.

And in ~~Three~~ Two hundred dollars for money then and there received by the defendants for the use of the plaintiff.

And in ~~Three~~ Two hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them. And the 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 said several moneys ~~when~~ ~~above~~ mentioned, on request, yet the defendants have disregarded their ~~said~~ promises, and have not, nor both either of them paid any of the said moneys or any part thereof; To the damage of the plaintiff of ~~Three~~ Two hundred dollars: and therefore he brings his suit &c

By Stanton & Allison
His Attys.

Filed Oct 18 1853
James Turner Clerk

Joshua Sharp
vs
Samuel Judy et als.

Judgt. in Union County Com. Pleas

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

To James Frazier Clerk

October 17th 1853

Stanton & Hixson
Attys for Plff

Civil/Domestic Case File

Case No. 1851-CV-0046

No. 51-CV-46

Union Common Pleas Court.

David Mitchell
Plaintiff,

AGAINST

James G. Adams et al
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT

$147 15

Journal 5 Page 678 88

Record No. No Record Page

Ex. Doc. A Page 136

Law No 42

David Mitchell

vs

James G. G. Adams

Cos Bills & Costs

No Record

Union Com. Pleas

David Mitchell

vs. } Assumpsit

James C. P. Adams
& George Townsley

Praecipe for Summons

Filed July 9. 1857
J Kinkaid pltff

Allison & Curry
Attys.

David Mitchell
vs.
James C. C. Adams
& George Townsley

In Assumpsit
Damages $300,00

Issue a summons, returnable forthwith, endorse the writ as follows: "Suit brought on a note of hand for One Hundred and forty five dollars, signed by James C. C. Adams and George Townsley, dated March 23rd 1850, and payable on or before the 1st day of July 1851, to David Mitchell or order. — Also for goods sold and delivered, money had and received &c. Damages claimed three Hundred Dollars.

Allison & Curry
Atty's for Plff.

To the Clerk
of Union Com. Pleas.
— Dated July 9th 1852

Suit brought on a note I have for one hundred and forty five dollars, signed by James G. G. Adams and George Downsley dated March 23rd, 1857, payable on or before the 1st day of July 1857 to David Mitchell or Order. Also for forty dollars and delivery, money had and received, &c.

Damages claimed Three Hundred Dollars.

Allison & Evans, Atty's for Plaintiff

Union Com. Pleas

David Mitchell
vs
James G. G. Adams &
George Downsley

Filed July 9, 1857
Jas Kirkwade for clerk

Served this writ by delivering a certified copy thereof at the Residence of the within named James G. G. Adams & the within named George Downsley July 9 1857 not found

Mileage	35
Serving	55
Copy	20
	$1.10

William C. Mulvane Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James G. & Adams and George Townsley

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

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 Ninth day of July A.D., 1851

James Kinkade jr

Clerk.

Union Com. Pleas

David Mitchell

vs. } Assumpsit

James G. G. Adams

~~and George Dunlap~~

Declaration.

Filed August 18, 1851
James Kirkpatrick Jr clerk

Cost Bill made
No Record

Allison & Curry
Atty's

The State of Ohio } Court of Common Pleas,
Union County, ss. } June Term A. D. 1851.

David Mitchell complains of James G. G. Adams, (the Sheriff having returned not found as to George Townsley, against whom process in this case was also issued) in a Plea of Assumpsit for that whereas the said James G. G. Adams and George Townsley on the 23rd day of March A. D. 1850, at the County of Union aforesaid made their promissory note in writing and delivered the same to the said David Mitchell and thereby promised to pay to the said David Mitchell or order the sum of One Hundred and forty five dollars on or before the first day of July 1851, which period has now elapsed; and the said James G. G. Adams and George Townsley ~~then and there~~, in consideration of the premises, then and there promised to pay the amount of the said note to the said David Mitchell according to the tenor and effect thereof:

And also for that whereas the said James G. G. Adams on the first day of July 1851 at said County of Union, was indebted to the said David Mitchell in Three Hundred Dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request;

And in Three Hundred dollars for money then and there had and received by the Defendant for the use of the plaintiff; And whereas the Defendant afterwards to wit: on the fourth day of July 1851, 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 the said James G. G. Adams hath disregarded his promises and hath not paid the said monies or either of them or any part thereof, Neither hath the the said first-mentioned sum of money or any part thereof been paid by said George Townsley; but on the contrary all of said moneys and every part thereof remain due and unpaid; to the damage of the plaintiff Three Hundred Dollars, and thereupon he sues, &c

By Allison & Curry
his Attorneys

Civil/Domestic Case File
Case No. 1851-CV-0047

No. 51-CV-47

Union Common Pleas Court.

J. C. Daugherty, Plaintiff,

AGAINST

James McGeroy, Defendant.

SEP TERM. 1851

Dismissed

Journal 5 Page 78

Record No. No Record Page

Ex. Doc. A Page 112

43

PC Crosby

vs

James McElroy

Precipe

Filed July 9. 1851
S Kirkwade for Clk

Costs made
No Record

J. L. Doughty
vs
James McElroy

In Assumpsit
Damages $150.00

Issue a Summons
forthwith. endorse suit
brought to recover, the sum of one
hundred and fifty Dollars for
goods sold, and delivered. Money had
and received. for work and labor done
for professional services rendered. for
defendant, at his request.

To James Stinker
Clerk of Common pleas.

J. L. Doughty

Union Com. Pleas

G. C. Dougherty

vs

James McElroy

Returned and
Filed July 9. 1851
J. A. Kinkado for clerk

"Suit brought to recover the sum of
One hundred and fifty dollars
for goods sold and delivered. for
money had and received. for
work and labor done. for
Professional services rendered
for defendant at his request.
G. C. Dougherty"

Delivered this
writ to G. C. Dougherty

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

We command you to summon James McElroy

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

J. C. Doughty —

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 9th day of July A. D., 1851

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0048

No. 51-CV-48

Union Common Pleas Court.

John Delsaver
Plaintiff,

AGAINST

John Woodruff.
Defendant.

MAR TERM. 1853]

Settled

Journal 5 Page 177

Record No. Page

Ex. Doc. A Page 280

Loce No ~~346~~ 7
No 7

John Dilsover
vs
John Woodruff

cert bill made

no Rec

Filed Oct 8. 1857
Ja Kincaid Clerk

W. Hamilton
Dep

Deposition of a witnesse taken in a cause pending before me John M. McClaran a Justice of the peace in Claibourn township Union county Ohio wherein John Dilsaver is plaintiff & John Woodruff is defendant both parties appeared & defendant waived notice — William Hamilton of the county of Union — of lawful age, being ~~of lawful~~ first duly sworn by by me as hereafter certified deposes as follows

1st Question by plaintiff — are you acquainted with the situation of a body of land in this township, formerly owned by Henry Schantz & Rizandol county, at present in the possession of J. C. Seidel & John Woodruff

Ans.. yes

2nd what part of that body of land is in the possession of Woodruff

Ans.. the north east part

3d tell all you know about the north line of said body of land

ans I have run that line three times Commencing at the west end where John Dilsaver and John Shister in the presents of John Woodruff shewed me where the corner was Running to a certain Beroak tree marked as a sight tree contenuing the same course leaving the two ash said to be marked as corner trees about one Rod and a half to the North the said Beroak tree is near the middle of the line question how do you know that Buer oak tree to be a sight tree answer the parties have all to the best of my knowledge shewed it to me as such and it's marked as sight trees commonly are

question tell what you know about a red oak tree near the line Answer there is a red oak the body of which has been worke up the root is about 20 feet from the line fence and about 30 Pole from the ~~south~~ North East corner. Said Redoak is on the North side of the said line and has fallen down by the roots

question is there any other red oak tree that could be mistaken for that one near the line

answer there is a redoak several rod further North but none near the line and none that fel out of root

question on which side of this read oak did you see a fence worm laid

answer on the North

question when was this answer I saw on the 9th of this inst

question Did you observe trees lately cut on the north side of this line

answer I did

question how many

Answer we countet 20 or upwards of trees and saplins

question what kind of trees were they

Answer Mostly black ash

question who ~~w~~ is in possession of the land on the north side of this line through its whole extent

Answer John Dilsaver

question what part of that line has John Dilsaver enclosed with a fence

Answer John Dilsaver fence commences at the west end and centeneues more than half way

question tell what you know about certain peach trees been on the line

answer there is a short row of Peachtrees in the fence corner in Woodruffs gardien which is very near the line fence

question Did you run straight from the Peach trees in question to the River out all ready Described
Answer I did for there was nothing to interrupt my sight
question by the Defendent Did you ever Survey the tract of land that John Wilsaver is in Possession of
Answer no
question Do you know then where his begining Corner is
Answer I do not

William Hamilton

I John M.C. Mullvain a Justice of the Peace in and for the Township of Claiborown in the County of Union and State of Ohio Do hereby Certify that the above named William Hamilton 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 was reduced to writing by said witness and was taken at the time and Place agreed upon by the Parties in testimony whereof I have hereunto Set my hand this 8th Day of July AD 1847

John M.C. Mullvain J.P.

Filed Aug 12. 1851
J. Kirkpatrick Clerk

John Dilsaver
vs
John Woodruff

In Trespass on Land

The Plaintiff in this Case Charges the Defendent with twenty Dollars Damages for entering on Plaintiffs land without leave & Cutting trees to the number of twenty & Placing a fence on said land all in the year A D 1857

John Delsaver
vs
John Woodruff

Bill of Partic
ulers-amended

Filed Septr 30. 1857
J Kirkpatrick clerk

John Dilsaver
vs
John Woodruff } In tresspass on land

The plantiff in this case chargeth defendant with twenty dollars damages for entering on plantiffs land (being a lot of land lying and being in the County of Union & state of Ohio on the waters of Fulters Creek being part of Survey No 6293 bounded as follows to wit. Begining at a buckeye & hickory southwesterly corner to James Clarks land being on the west line of said survey No 6293 thence with said line S 18 E 99 poles to two ~~ashes &~~ a hickory northwesterly corner to Henry Swants land. thence with said Swants line correcting the course thereof N 81° 20 E 182 poles to a stake in three ashes, northeasterly corner to said Swants land. thence N 5 W 87 poles to an ash in the line of said Clarks land. thence with his line S 84° 20' W. 303 poles to the begining. without leave & cutting trees to the number of twenty and placing a fence on said land. all in the year ~~18~~ 1851

Entered the close of the plaintiff, situate in Union County aforesaid, described and known as "John Delsaver's farm, situate in Claibourn Township, in Union County, in the State of Ohio", and then & there forced and broke open said premises, and then & there cut down divers trees, to wit, ten oaks, ten hickories, ten ash trees, & ten walnut trees on said premises; and then & there built a fence on said premises; and then and then converted divers trees to his own use; and by reason of the several premises, the said close of the plaintiff became and was & is much deteriorated and depreciated in value and other wrongs to the plaintiff then & there did against the peace and dignity of the State of Ohio, and to the damage of the plaintiff of twenty dollars and therefore he brings suit &c

Curry & Robinson
Attys for plff

Union Common Pleas

John Delsaver
vs
John Woodruff

Order & Entry

Filed November 7, 1857
Allen Arrowsmith Clerk
Jamestown Made process

Ent 2

State of Ohio — Court of Common Pleas
Union County ss — September Term AD 1857

John Dilsaver complains of John Woodruff in a plea of Trespass. for that the defendant heretofore to wit on the first day of January AD 1857 at the county of Union aforesaid, and on divers other days and times between that day and the commencement of this suit, with force and arms, at the county of Union aforesaid, broke and entered the close of the plaintiff, situate in the county of Union aforesaid, being part of Survey No. 6293. bounded as follows, to wit. beginning at a buckeye and hickory southwesterly corner to James Clark's land, being on the west line of said survey No 6293. thence with said line S 18 E 99 poles to two ashes and a hickory. northwest=erly corner to Henry Swarts land, thence with said Swarts line correcting the course thereof N 81°20' E 182 poles to a stake, witness two ashes Northeasterly corner to said Swarts land, thence N 5 W. 87 poles to an ash in the line of said Clarks land, thence with his line S 84°20' W 303 poles to the begining, and then and there forced and broke open said premises and then and there cut down, prostrated, and destroyed the trees and underwood on said premises, to wit. the number of 20 oak trees, 20 ash trees, 20 walnut trees, &c and then and there built a fence on the pleaintiffs said land and also then & there carried off, from said land divers trees, to wit. ten oak trees, ten ash trees &c and converted the same to his own use, to wit, at the county of Union aforesaid; and by reason of the several premises, the said close of the plaintiff became and was, & is much injured & deteriorated in value; and other wrongs to the plaintiff land then and there did; against the peace and dignity of the state of Ohio, ~~and to the damage of the plaintiff of the sum of dollars and therefore he brings suit &c~~ And also for that the defendant heretofore, to wit, on the 20th day of March AD 1857, to wit, at the county of Union aforesaid, and on divers other days & times between that day and the commencement of this suit, with force and arms at the county of Union aforesaid, broke and

Union Common Pleas

John Woodruff
vs
John Dilsaver
Plea In Trespass

Filed December 10th 1857
James Kirkpatrick p clk

Cole & Coates

John Woodruff
vs.
John Dilsaver

} Union Common Pleas

In Trespass

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

Cole & Watts
Attorneys for Defendant

John Woodruff
vs
John Weaver
Sub for con'l

Filed March 21 1853
James Monroe Clerk

Served by Reading to C Lee March 4th 1853
Served by Reading to Hugh Stevens March 7th 1853
Served by Reading to A J Wilkins David Burns
William B Irwin

	Fees Milage	150
	Serv	87½
March 21st 1853	Return	16
		245

William C Maclin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Hugh Stephens, William Woodruff A. H. Wilkins, David Burns, James D Bennet Cyprian Lee & William B Irwin

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 Defendant in a certain controversy in said Court depending, wherein John Woodruff is Plaintiff, and John Dilsover 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 8th day of March A. D. 1853

James Turner Clerk

16

Filed Oct 21 1852
James Lynn Clerk

J. Delsane
B

John Woodruff

Issue a subpoena for Hugh Stephens
William Woodruff, F. Wilkins, David
Burns, James D. Bennett, Cyprian
Le Cid, William B. Irvin for Deft.

Oct. 21 1852

Cace & Coats Atty.
for Deft.

John Dickson
v
John Moorhead
Suit for Writ

Filed March 21 1853
Jonas Turner Clerk

Recd this Writ by Remg to Mary Rose March 7 1853
Recd by Reding to William Hamilton Michael Brown
Lewis Alder and John Shisler March 1 1853

March 21st 1853 Fees Mileage 125
Levis 75
Return 10
2 10

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Hamilton Michael Brown Lewis Alder, Mary Rose, John Schisler Isaac Pearhart - ~~[illegible]~~

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 John Delaver is Plaintiff, and John Noveneff is Defendant, and this ~~the~~ you 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 March A. D. 1853

James Turner Clerk.

John Dickerson
vs
John Woodruff
Ord for cost

Filed Nov 8 1852
Jas Lawrence Clk

Served this writ by reading to William B Brown
Cyprian Lee and A J Wilkins October 21st 1852

Levied by delivering to Hugh L Stevens William Woodruff Daniel
Burns James D Bennett November 2d 1852

Fees Mileage	150
Levy	87½
	237½

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Hugh Stephens William Woodruff A H Wilkins David Brown James D Bennett Cyprian Lee & Wm B Irwin

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Fourth day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein John Dilsover is Plaintiff, and John Woodruff 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.,~~ Lwmer Clerk of our said Court, at the Court House in Marysville, this 21 day of October A. D., 185 2

James Lwmer Clerk.

Circuit Court Illinois

John McCleaver

vs

Asher Woodruff

Debt for wit

Filed March 5, 1852

James Lyons Clerk

Served this writ by reading to Cyprian Lee March 9 1852

Served March 13 1852 By Reading to Daniel Burns once

James L Bennett Served on Franklin Wilkins By reading

unto Mary Wilkins and William Woodruff March 16 1852

Reading to William B Brown April 5 1852

Mileage 150

Fees 87½

William C Mason Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Hugh Stephens William Woodruff Franklin Wilkins David Bowns James L Bennett Cyprian Lee & William B Brown

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the fifth day of next term, at Eight o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein John Dilsaver is Plaintiff, and John Woodruff 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 Lowmer, Clerk of our said Court, at the Court House in Marysville, this 9th day of March A. D., 1852

James Lowmer Clerk.

John Dilsaver

vs

John Woodruff

Sub poenit

Filed Jan 11 1852
James Lemon Clerk

Agreed this suit by mutual consent of the parties in Monroe Circuit Court 6th 1852
Geo Mitchell 100
Costs 6.25
162½

Millis and Allen Pltffs

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Michael Brown John Schisler William Woodruff Mary Rose. Wm Hamilton Lewis Alder

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 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 John Dilsover is Plaintiff, and John Woodruff 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.~~ Lowmer, Clerk of our said Court, at the Court House in Marysville, this 22 day of October A. D., 185 2

James Lowmer Clerk.

John Dilsaver

vs

John Woodruff

Rec. for Mts

Filed May 24 1852

James Lyons Clerk

John Dilsaver
vs
John Woodruff

In Mun. Com. Pleas
Trespass

Issue subpoena for
Michael Brown, John Schisler
William Woodruff, Mary Rose
William Hamilton. Witnesses for the
plaintiff

Curry & Robinson
Attys for Pltff

To the Clerk of
Mun. Com. Pleas
May 24th 1852

Benton Com Pleas

John Dilsaver

vs

John Woodruff

Praecipe for

Witness

Filed Nov 9 - 1852

James Downer Clerk

John Dilsaver
vs
John Woodruff

Union Common Pleas
Trespass

Issue Subpoena for Hugh Stephens, William Woodruff Franklin Wilkins, David Burns James D Bennett Cyprian Lee and William B Irvin Witnesses for Defendant

Cole & Coats
Attys for Defendant

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

March 9th 1852

Quarts
Lo } Deed
}
Sheshebe

Henry Swarts Deed
John Shisler

Part of Survey No 6293.
Begining at a Sugar tree on the South bank of Fultons Creek thence N 84 E 154 poles to a beech. thence N 5 W 64 poles to a beech & ash South East corner to Eleazer Rose, thence with said roses line S 85° W 136 poles to a stake corner to said Rose, thence with the line of said Rose N 31 W 43 poles to a stake corner to said rose, thence N 10° W 60 poles to a stake corner to sai Rose on Dilsavers S. line, thence S 82 W 27⅔ poles to an ash, thence S 18 E 115 poles to the Begining containing 76¼ acres more or less,

Recorders office Union County Ohio
I James Turner Recorder in and for said County do hereby certify that the above is a true copy of a Description of the boundaries given in a Deed on Record in said office from Henry Swarts to John Shisler. said Deed bearing date April 4th 1836

Given under my hand and official seal this 31 day of July AD 1857
James Turner
Recorder

John Dilsaver
vs
John Woodruff

Description of
lands

The Deed from E. Rose to Michael Beem is not on record

Michael Beem
To Deed } Book 7. page 301. AD 1839
John Woodruff } Description the same as in the Deed from Swarts to Rose

The above descriptions are copied correctly from the Records of Union County

Jas W Robison

~~Aaron Hudson~~
John Delsom
vs
~~Thompson Bishop~~
~~John Woodruff~~
Pre. for Mts

Filed Oct 22 1852
James Livingston Clerk

John Gilsamer
vs
John Woodruff } Trespass

Issue a subpoena for Michael Brown, John Schisler, William Woodruff, Mary Rose, Wm Hamilton

Witnesses for the plaintiff

To the clerk of Mon Cen. Pleas
Oct 21st 1832

Curry & Robinson
Attys for plff

Deposition of J. Bu-
dens taken in a
cause pending in
the court of Comm
Pleas of Union Co
Ohio, wherein John
Deikaver is plaintiff
and John Woodruff
defendant and sealed
up and addressed
by me this 13th day
of March 1852
Samuel Smith JP

Smith J.

Opened at Request of
Plaintiffs attorney
March 16 1852
James Turner Clerk

Filed March 15th 1852
James Turner Clerk

To the Clerk of Union Co
Common Pleas
Marysville
Union Co
Ohio

PAID

Samuel

Article of agreement made and concluded this
12th day of March AD 1852 between

John Gilsaves

vs

John Woodruff

Transcript

Transcript

for Appeal

in Trespass

Filed Aug 12, 1857

James Kinkade Clerk

John Dilsaver
vs
John Woodruff
Damages - - - - - 50 cts

Plaintiffs Costs
Justice Summons - - - 12½
Subpoenas 5 witnesses - - 70
Deposition of Wm Hamilton 50
Swearing 6 witnesses 24
adjournment 2nd trial 10
1.66½
Constable R. E. L. Swartz fees
Serving Summons & mileage 20
Serving 4 Subpoenas & mileage 55
75
E Fisher Constable fees
Serving 4 Subpoenas & mileage 85

Defendants Costs
Justice adjournment 1st trial 10
Subpoenas 5 witnesses 54
Swearing 3 witnesses 12
Judgement - - 25
Satisfaction 10
appeal bond - - - 25
1.36

E Fisher Constable fees
Serving 4 Subpoenas & mileage 1.20

Suit brought on a Plea of Trespass on lands - in this case the Plaintiff Charges the Defendant with twenty Dollars Damages for Entering on Plaintiffs land without leave and cutting trees to the number of twenty and Placing a fence on said land all in the year 1851

June 25th 1851
Bill of Particulars of Plaintiff filed and Summons Issued and Delivered to R E & L Swartz Constable for appearance of the Defendant on the 30th of this Instant at 12 - o'clock - June 30th 1851 12 - o Clock
Summons returned Endorsed Served Personally by reading to the Defendant June 25th 1851 fees Service 10 cts Mileage 10 cts
Signed R. E. L. Swartz Constable

Defendant appeared at the time mentioned in the Summons and requested an adjournment of trial until July 7th 1851 at 2 O'Clock P M which was granted and Entered accordingly July 7th 1851 2 O'Clock P M Parties appeared and trial adjourned until the First Saturday in August 1851 at 1 - O'clock P M By Concent of Parties - and Entered accordingly on Docket August 2nd 1851 - 1 O'Clock P M Parties appeared trial had Henry Swartz Michael Brown John Shisler William Woodruff and Mary Rose Sworn and Examined as witnesses for the Plaintiff

also Franklin Wilkins David Burns and James L Bennett Sworn and Examined as

Witnesses in behalf of Plaintiff
William Hamilton 1 Day 50
Henry Swartz 1 Day - - - 25
John Schisler 1 Day - - - 50
William Woodriff 2 Days 1.00
Mary Rose 2 Days - - - 1.00
Michael Brown 1 Day 50

Witnesses for the Defendant testimony closed -
It is thereupon considered by me that the Plaintiff recover of the Defendant the Sum of fifty cents Damages - and Costs and Judgement is hereby rendered for the Sum of fifty cents Damages together with Costs
this 9th Day of August A D 1851

Defendants Witnesses
Franklin Wilkins 2 Days 1.00
Constable Reid Wilkins 50
David Burns 1 Day 50
James D Bennett 1 Day 25
not subpoenaed

In the action of John Dilsaver against John Woodruff I William Phillips do acknowledge myself bail for the appellant in the Sum of fifty Dollars to be levied on my goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to Pay the Condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

Signed William Phillips

Taken Signed and acknowledged on this 12th Day of August in the year A D 1851

The State of Ohio Union County Bleibaven 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

Signed John M. McMullen J. P.
of the aforesaid Township

J. Andus

Sch.

Depositions of witness taken in a cause pending in the Court of Common pleas of Union County Ohio wherein John Dilsaw is plaintiff and John Woodruff is defendant, and for said plaintiff in pursuance of the notice hereto attached and at the time and place therein mentioned.

Hugh M Stephen agent for plaintiff present.

No agent or counsel were present for defendant.

Thomas Anders of the County of Hardin and of lawful age being first duly sworn by me as hereafter certified deposes as follows to Interrogatories

Question by plaintiffs agent. Are you acquainted with John Dilsaw and John Woodruff of Union County Ohio, the parties to the suit now named in the enclosed notice.

Ans: I am

Question by same. Do you know any thing in regard to the ~~Division~~ lines ~~of~~ between said Dilsaws and Woodruffs lands in Union County;

Ans I do.

Question by same: State what you know in regard to said Division lines

Ans The Bur Oak was a sight tree in Running ~~thro~~ East and west line between said Dilsaw and Woodruff, and is distant from what is called the old Lesburg road about twenty rods. and about the same distance from Woodruffs Northwest corner, said line was run on a direct course. (Several Marks on the trees intervening) until it came to the east line of said Dilsaw and Woodruffs land where a stake was set. said stake being the Northeast corner to Woodruffs and Southeast to Dilsaw

Question by same. How far was that stake south of the most southerly of two ash trees near the South East corner of Dilsons land and on the East line of Dilsons and Woodruffs.

Ans: ~~Than~~ nearly as I recollect it was from fifteen to sixteen feet from the most southerly tree in an open place;

Question by same: Do you know what survey Dil sons and Woodruffs land is in.

Ans: Their land is both parts of Butler Claybrns survey. and the part formerly owned by Supes Lee.

Thomas his Anders mark

State of Ohio Hardin County SS.

I. Samuel Smith one of the justices of the peace of Pleasant Township in said County do hereby certify that the above named Thomas Anders was by me first duly sworn to testify the whole the whole truth, and nothing but the truth touching the cause pending in the Court of Common pleas of Union County Ohio wherein John Dilson is plaintiff and John Woodruff is defendant, and that the foregoing deposition subscribed by him, was reduced to writing by me and was taken at the time and place specified in the enclosed notice

Samuel Smith J.P.

Justices fees

750 words ch $0.75 Thomas Anders

swearing witt 04 notice 50 paid by plff

$0.79 paid by deft.

Samuel Smith J.P.

The State of Ohio
Hardin County ss: I E. G. Spelman Clerk of the Court of Common Pleas in and for said County of Hardin do hereby Certify that Samuel Smith Esq before whom the foregoing Depositions was taken is an acting Justice of the peace in and for said County duly Commissioned and qualified and that full faith and credit are due and ought to be given to the official acts as such.

In testimony whereof I have hereunto set my hand and affixed the seal of our said Court at Kenton this 10th day of March A D 1852. E. G. Spelman
Clk
By O. F. Cofna
Dep.

John Delsaver vs John Woodruff

Union Cont. Common Pleas
Trespass on Land

Depositions will be taken in this case by the Plaintiff at the Office of the Clerk of the Cont of Common Pleas in the cont of Hardin & State of Ohio, on the 12th day of March AD 1852 between 7 o'clock A.M. & P.M. —

Feb. 26th 1852

Curry & Robinson
Attys for Plff

We acknowledge service of the above this 26th of Feb. 1852

Cole & Coates
Attys for Defendant

Lee
to Stuart
Stuart

Cyprian Lee
Deed
Henry Swarts

Besining at a Sugar tree on the south side of Fultons Creek on the East Line of Carethers Survey. thence N 18 E 100 and 12 poles to a Stake and ash thence E 8 N 180 poles to a Stake. thence S 5 E 118 poles to a beech & ash thence W 8 S 150 poles to the besining containing 117 acres Being a part of land Located for the heirs of Buller Clairbourn No 6293.

Recorders office Union County Ohio
I James Lyons Recorder in & for said County do hereby certify that the above is a true description of the Boundaries given by a deed on Record in said office from Cyprian Lee to Henry Swarts which deed bears date August 7th 1824. Given under my hand & official seal this 29th day of July 1857

James Lyons
Recorder

John Dillsaver
vs
John Woodruff

Court of Common Pleas Union County Ohio

Depositions ~~will~~ of William Gallant will be taken in this case by the defendant at the office of C. B. Linsly a Justice of the Peace in and for the Township of Thompson and County of Delaware and state of Ohio on the 5th day of November next between six A.M. and 9 P.M.

November 1st 1852

John Woodruff

Surveyed for S H Flood part of survey No 6293 beginning at 2 Beech N W corner to a lot of land owned by S H Flood then correcting the course thereof S 14° E 125 poles to a stone planted with smith cinders on the ~~East~~ South side of the road leading East from Otway street in Richwood then with said road N 80° E 35 poles and 4 links to a stake ~~at~~ an angle in said road then with said road S 71 3/4 E 96 poles and 8 links to a stake in the ~~N~~ East line to said Floods land then with his ~~N~~ East line correcting the course thereof N 12 W 16 1/2 poles to 2 small water Ash then S 83° 49' W 125 1/2 poles to the beginning containing 102 acres and 4 poles

Surveyed for S H Flood part of Survey No 6293 beginning at a ~~stake~~ stone planted with smith cinders standing in the ~~S~~ North line to a lot of land owned by S H Flood and on the ~~E~~ South side of the road leading East from Otway street in the Town of Richwood then with said road N 80 E 35 poles and 4 links to a stake at an angle in said road then with said road S 71 3/4 E 96 poles and 8 links to a stake in the ~~N~~ East line to said Floods land then with his ~~N~~ East line correcting the course thereof S 12° E 12 1/2 poles to a stake corner called for in said Floods deed 2 White Oaks Red Oak and Ash all cut down and gone the stumps of the 2 White Oaks and Red Oak remaining then with the South line to said Floods land correcting the course thereof S 86° 8' W 116 poles to a stake S W corner to said Floods land then with the West line to said Floods land N 12 W 50 3/4 poles to the beginning containing 27 acres and 26 poles ~~containing~~

95
96
191

Sanford H. Flood
Margaret Arnold Flood

Wm Hughes
Wm Hamilton
Sally rose
William Woodruff
John Shisler

June 25th 1851
Bill of Particulars of Plaintiff filed

Suit adjourned by consent of parties till first Saturday in August at 1 o'clock P.M.

John Dilsaver
vs
John Woodruff

In the Justice on land

The plaintiff in this case charges the defendant with twenty dollars damage for entering on plaintiffs land without leave & cutting trees to the number of twenty & placing a fence on said land all in the year A D 1854.

John Dilsaver
vs
John Woodruff
Damages $20.00
This Writ - 22½

Served personally by reading
to the defendant
June 25th 1857 Fees Quarts beans
Service 10
Milage 10

State of Ohio Union County SS

To any Constable of Claibourne Township greeting you are hereby Commanded to Summon John Woodruff to be & appear before me John McC Mulbain a Justice of the Peace at my office in the Township aforesaid on the 30th Day of this Instant at 12 O Clock P M of said Day to answer unto John Dilsaver in a Plea of Trespass on Land and of this writ make legal Service and Due return

given under my hand and Seal this 24th of June AD 1851

John McC Mulbain J P (Seal)

Union Com Pleas

John Dilsover

vs

John Woodruff

Praecipe for
Witnesses

Filed May 30 - 1852
James Lurner Clerk

John Dilsaver
vs
John Woodruff

Union Common Pleas
In Trespass

Issue subpoena for Hugh Stephens, William Woodruff, Franklin Wilkins, David Burns, James D Bennett, Cyprian Lee, and William B Irwin, Witnesses for Defendant

Cole & Evans
Attys for Defendant

To the Clerk of the Court of Common Pleas of Union County Ohio
May 31st AD 1852

Wm Comm Pleas

John Gibbons

vs

John Woodruff

Suit for debt

Filed March 30 1852

James Lomer Clerk

Served this writ By Reading to Mary Rose March 13 1852
William Chambleton Reading March 12 1852
Michael Brown and John Shisler By Reading
March 13th 1852 By Reading to William Woodruff
March 19 1852

Fees Mileage 1.00
Serv 62½
162½

Henry Swartz not found,
March 30 1852

William C Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Henry Swartz Michael Brown John Schisler. William Woodruff Mary Rose & 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 fifth 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 John Dilsaver is Plaintiff, and John Woodruff 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 Lowner, Clerk of our said Court, at the Court House in Marysville, this 9th day of March A. D., 1852

James Lowner Clerk.

John Silsaver
vs
John Woodruff

Prec. for Writs for
PCf —

Filed March 9th 1852
James Turner Clerk

John Dilsaver
vs
John Woodruff

Pmin Common Pleas
Trespass

Issue subpoena for Henry Swartz, Michael Brown, [redacted] Wessler, William Woodruff, Mary Rose & William Hamilton
Witnesses for the plaintiff —
Curry & Robinson
Attys for Plff

To the clerk of Pmn
Com. Pleas
March 9th 1852

John Woodrufe
ads
John Dilsaver

Prefer Mitz

Filed March 3 1853
James Lowry Clerk

John Delsaver
vs } In Union Com. Pleas
John Woodruff

Issue subpoena for William Hamilton, Michael Brown, Lewis Alder, Mary Rose, John Schisler

Writs for pltff & deft

Curry & Robinson

To the clerk of
Union Com. Pleas
March 3d 1853

John Dilsaber
vs
John Woodruff

Subpoena
for Wit

Filed March 3 1853
James Somers Clerk

John Woodruff
vs
John Dilsaver

Union Common Pleas
Trespass

Issue subpoena for the following witnesses for defendant to wit Hugh Stephens, William Woodruff, A F Wilkins David Burns, James D Bennett, Cyprian Lu and William B Irwin.
March 3rd 1853
To the Clerk of the Court of Common Pleas of Union County Ohio

Cole & Watts Attys for Deft.

Total $1836.96

34.72
1851
1852
1852
1874

36

H. M. Stephen
To
John Delsaver } Deed

Begining at a Buckeye and hickory S. W. Corner to James Clark 99 poles to two ashes and a hickory northwesterly corner to Henry Swarts land, thence with said Swarts line correcting the course thereof N. 81. 20. E. 182 poles to a stake witness ad two ashes N. E. Corner to said Swarts land thence N. 5. W. 87 poles to an ash in the line of said Clark land. thence with his line S. 84. 20. 303 poles to the begining containing 110 acres

April 25. 1831.

I was present at the last mentioned Survey, we commenced in the Centre of the Leesburgh County road, taking the corner as found in the deed made by Cyprian Lee to me on the division line between me and the Desalver Lot, the Surveyor set his Compass in the Centre of the road aforesaid, and took a back sight west to the original corner also a sight easterly and found the bur oak before mentioned in the line, from this point he proceeded to run Easterly making the said bur oak in the line and terminates within one foot or less of the original Stake, of the North East Corner, which was then Standing which was the corner between Rose & Desalver in running this division line we noticed both times a certain red oak, about two feet in diameter, between five and seven feet north of the line, and somewhere about halfway between the bur oak before mentioned and the Stake, said red oak was particularly a handsome tree and we noticed no other red oaks near the line, in eighteen hundred and fifty, when on the ground, I noticed said red oak had blown down and had been mostly removed, I also noticed particularly that there were two ash trees marked and that the Stake originally stood in a Southern direction from the most Southernly marked ash, and the bur oak was still Standing. The tract which I deeded to Rose is the Same that Wescoruff now owns

Question. State what further you may know in relation to the Subject matter in controversy in this Suit.

Answer. I know nothing further

Henry Swarts

I M H Kirby, a justice of the Peace in and for the Township of Crane in the County of Wyandot Ohio, do hereby certify that the above named Henry Swartz 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 Tenth day of March in the year eighteen hundred and fifty two.

M H Kirby J. P.

Justice fee $1.00
Clerk fee .50
$1.50, Paid by Self.

The State of Ohio,
Wyandot County ss. } I Guy C. Worth, Clerk of the Court of Common Pleas within and for said County, hereby certify that Moses H. Kirby, Esqr. before whom the foregoing deposition was taken, and whose signature thereto is genuine, is now, and was at the date thereof, an acting Justice of the Peace within and for said County, duly commissioned and Sworn, and to all whose official acts, as such, full faith and credit is due and ought to be given.

In testimony whereof I hereunto subscribe my name officially, and affix the seal of our said Court of Common Pleas at Upper Sandusky, this 10th day of March A.D. 1852.

G. C. Worth, Clerk.

Swartz

Depositions of witnesses taken in a cause pending in the Court of Common Pleas in Union County Ohio, wherein John Dilsaver is plaintiff and John Woodruff is defendant, and for said plaintiff, in pursuance of the notice hereto attached, and at the time and place therein mentioned.

Plaintiffs agent present.

Henry Swartz of the County of Wyandot, of lawful age, being first duly Sworn by me as hereafter certified, deposes as follows.

Question by Plaintiffs counsel.

Are you acquainted with the parties to this suit.

Answer.

I am.

Question.

Are you acquainted with the two tracts of land on which they now respectively resides lying in the County of Union Ohio.

Answer. I am well acquainted with said tracts of land.

Question. What Knowledge, if any, have you relative to the original Surveys of those two tracts.

Answer.

The two tracts mentioned are parts of an original Survey of Butler Claiborne, of which original Survey I have no personal Knowledge. Some time in the year eighteen hundred and twenty three or thereabout, I was desirous of purchasing about one hundred acres of land

John Gilsare

vs

John Woodruff

Court of Com. Pleas. Union County Ohio
Trespass on land

Depositions will be taken in this case by the plaintiff at the office of the Clerk of the Court of Common Pleas of the County of Wyandotte & state of Ohio, on the 10th day of March AD 1852 between the hours of 7 o'clock A.M. and 9 P.M. of said day

February 26th 1852

Curry & Robinson
Attys for Plff

We acknowledge service of the above this 26 day of Feb. 1852

Cole & Leavitt
Attys for Defendant

I was present at the last mentioned Survey, we commenced in the Centre of the Seesburgh County road, taking the corner as found in the deed made by Cyprian Lee to me on the division line between me and the Desalver lot, the Surveyor set his Compass in the Centre of the road aforesaid, and took a back sight west to the original corner also a sight easterly and found the bur oak before mentioned in the line, from this point he proceeded to run Easterly making the said bur oak in the line and terminates within one foot or less of the original Stak, of the North East Corner, which was then standing which was the corner between Rose & Desalver in running this division line we noticed both times a certain red oak, about two feet in diameter, between five and seven feet north of the line, and somewhere about halfway between the bur oak before mentioned and the Stak, said red oak was particularly a handsome tree and we noticed no other red oaks near the line, in eighteen hundred and fifty, when on the ground, I noticed said red oak had blown down and had been mostly removed, I also noticed particularly that there were two ash trees marked and that the Stak originally stood in a Southern direction from the most Southernly marked ash, and the bur oak was still standing. The tract which I deeded to Rose is the same that Wooruff now owns

Question. State what further you may know in relation to the subject matter in controversy in this suit.

Answer. I know nothing further

Henry Swarts

J. Delaney
vs
J. Wordsworth Defendants

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

Open Nov 6 1852
at Request of Defts atty
James Lane Clerk

Filed Nov 6 1852
James Lane Clerk

Deposition of a witness taken in a cause pending in the Court of Common Pleas of Union County Ohio wherein John Dilsaver is Plaintiff and John Woodruff is Defend and for said Defendant in persuance of the notice hereto attached and at the time and place therein mentioned the Plantiff and Defendant both Being Present

William Gallant of the County of Delaware of lawful age being first duly sworn by me as hereinafter certified deposes as follows

Pleas to state what you know concerning the division line between John Dilsaver & John Woodruff

North east Corner of John Woodruffs land division of said Woodruffs and John Dillsavers land a stake witnessed by two small Ash trees one of said Ashes stood on one lot and the other ash on the other lot the stake stood some where between the two trees Not gite in line do not recollect the distance from stake to either of said trees further the witness state that the above was the situation of the above Lots as surveyed by Mr. Lee when he offered said Lots of land for sail if there are any alterations since that time I know nothing about it

Question by John Dilsave how ware the division lines marke between the lots

answer by hacked bushes some cut and bent out of the way

William his mark Gallant

I C. B. Linsly a Justice of the Peace in and for the Township of Thompson in the County of Delaware Ohio do hereby certify that the above named William Gallant 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 respective by signed

Subscribed were by me reduced to writing and
ware taken at the time and place ~~in the~~ specified
in the inclosed notice
In testimony whereof I have hereunto set my hand
this 5th day of November in the year 1852

C. B. Smisly J. P.

Civil/Domestic Case File

Case No. 1851-CV-0049

Springfield & Mansfield
R. R. Company
vs
The Heirs of Joshua
Mathiot decsd

Appropriation

Filed August 16. 1857
James Kirkade Jr clerk.

To all persons to whom these presents shall come, Greeting:

Whereas, The Springfield and Mansfield Rail Road Company, by order of their Board of Directors, for the purpose of Constructing thereon their Rail Road, and Depot, and other necessary buildings and fixtures, have entered upon the following described parcel of land, situate in the Township of Paris, in the County of Union and State of Ohio, being the four West acre lots in Mathiots addition to the Town of Marysville, and otherwise and more particularly described as being Out Lots of said Town, Numbered forty five (45), forty six (46), forty seven (47), and forty eight (48), ~~and~~ lying on the South side of the original plat of said Town, and containing five acres and thirty five rods:

And which said land is owned by the minor heirs of Joshua Mathiot deceased, who reside in the County of Licking, Ohio. Now, therefore, Know ye, that the said Springfield and Mansfield Rail Road Company, by order of its Board of Directors, has appropriated, and hereby does appropriate the above described land, and the entire interest of said heirs, being the fee simple therein, for the purpose of constructing their Rail Road upon and across the same, and constructing thereon their Depot, and other necessary buildings and fixtures, and with the intention of using the land appropriated as aforesaid for all Rail Road purposes, and disposing of the same in any way conducive to the interest of said Company.

In witness whereof the said Rail Road Company, by order of their Board of Directors, have hereunto set their Seal, and caused these Presents to be signed by their President, and attested by their Secretary, this 16th day of August A. D. 1851.

C. Anthony
President

Attest
James Turner
Secretary

Springfield &
Mansfield Rail Road

vs

The minor heirs of
Joshua Mathiott dec'd

Appraisement

Filed Dec. 6th 1851
James Kinkade Jr clerk

conferred on said owners, and the difference between the damages aforesaid, and the said benefits which you assess to such owners separately; all of which you shall in no wise omit. = Witness the hand of the said William W Woods, associate judge of the court of Common Pleas of Muir County, Ohio this 4th day of December AD 1851

W. W. Woods

State of Ohio = Associate judge of Muir County Ohio
Muir County ss

Personally appeared the said Miles H Wadkams, Bill Welch and ~~John Robinson~~ Robert Snodgrass and were severally sworn to appraise the damages done to the property described in the foregoing order and to take into consideration the benefits conferred as well as the damages sustained by the owners thereof and to make an assessment and return thereof in the manner required by the foregoing order; before me John B Coates a justice of the peace in and for the said county of Muir; this 6th day of December AD 1851.

John B Coates J.P.

We the undersigned appraisers named in the foregoing order, having been duly sworn, and having viewed the property described in the foregoing order do assess the damages which the owners thereof will sustain by reason of the appropriation thereof to the purposes of the said Rail Road at $ 500.
We assess the benefits conferred upon the owners by reason of said Rail Road at $ ~~0.00~~.
And the difference between the damages & benefit will be $ 500.

Which is respectfully submitted by us
Given under our hands this 6th day of December AD 1851

M. H. Wadkams
Robert Snodgrass
B. Welch

The State of Ohio Union County ss

To Miles N Wadkins, Bill Welch and ~~John W Johnson~~ Robert Nichols three disinterested freeholders of said county of Union - Whereas, the Springfield and Mansfield Rail Road Company, on the sixteenth day of August AD 1851, filed in the office of the clerk of the court of Common Pleas in and for the said county of Union, an instrument of appropriation in substance and to the effect following to wit " To all persons to whom these presents shall come, Greeting, Whereas the Springfield and Mansfield Rail Road Company, by order of their Board of Directors for the purpose of constructing thereon, their Rail Road and depot and other necessary buildings and fixtures, have entered upon the following described parcel of land situate in the township of Paris, in the county of Union and state of Ohio, being the four west acre lots in Mathews addition to the town of Marysville in said county of Union, and otherwise and more particularly described as being out lots of said town, numbered forty five (45) forty six (46) forty seven (47) and forty eight (48) lying on the south side of the original plat of said town and containing five acres and thirty five rods; and which said land is owned by the minor heirs of Joshua Mathews deceased, who resided in the county of Licking, Ohio. Now therefore, Know ye that said Rail Road Company, by order of its Board of Directors, has appropriated and hereby does appropriate the above described land, and the entire interest of said heirs, being the fee simple therein, for the purpose of constructing their Rail Road upon and across the same and constructing thereon their depot and other necessary buildings, and fixtures, and with the intention of using the land appropriated as aforesaid, for all Rail Road purposes, and disposing of the same in any way conducive to the interest of said Company. In Witness whereof the said Rail Road Company, by order of their Board of Directors have hereunto set their seal & caused these presents to be signed by their president and attested by their secretary, this 16th day of August AD 1851

C Anthony
President

Attest James Tunn
Secretary

And it appearing to William W Woods, an associate judge of the court of Common Pleas

in and for said County of Union, by the oath of
C. S. Hamilton, duly admitted, that in the Marysville Tribune
a weekly newspaper of general circulation
in said County of Union, was published for the term
of three consecutive weeks before the 16th day of Septemb
and after the filing of said instrument of appropriation
A.D. 1851, the following advertisement, containing
the substance of said instrument of appropriation
as follows to wit= "The heirs of Joshua Mathews
late of the County of Licking, Ohio deceased and the
Guardian or guardians of said heirs are hereby noti=
=fied, that in pursuance of the act of February 11th
1848 entitled "an act regulating Rail Road Companies"
and in pursuance of the act of March 21st 1850, entitled
"an act to incorporate the Springfield and Mansfield Rail
Road Company" the said Company on the 16th day of
August 1851 filed in the office of the clerk of the court of
Common Pleas of Union County in the state of Ohio, their
written instrument of appropriation for the purpose
of appropriating to the use of said Company for
all Rail Road uses and purposes, and for the purpose
of disposing of the same in any way conducive to the
interests of said Company, the following described
land, and all the interest and title of the said heirs, therein
to wit; the four west acre lots in Mathews ad=
=dition to the town of Marysville in said Union County
Ohio, more particularly described as being
out lots of said town numbered forty five (45) forty
six (46) forty seven (47) and forty eight (48) lying on
the south side of the original plat of said town, and
containing five acres and thirty five rods
Charles Anthony President
James Turner Secretary of S. & M. R. R. Company"

Therefore, upon the application of said Rail Road
Company, you the said Miles H. Wallhams, Bill Wilcox
and Robert Snodgrass are appointed appraisers, to
appraise the damages which the said owners of the
land aforesaid may sustain by reason of such
appropriation and after having been duly sworn
you shall consider the benefits, as well as injury
which said owners will sustain by reason of said Rail
Road; and you shall forthwith return your asses=
=ment of damages, to the clerk of said court, setting
forth the damages said owners will sustain by reason
of such appropriation, and the amount of benefit—

Filed Nov 22. 1857
G. Kirkpatrick for CNR

Notice

THE heirs of Joshua Mathiot late of the county of Licking, Ohio, deceased, and the guardian or guardians of said heirs, are hereby notified that in pursuance of the act of February 11th, 1848, entitled 'an act regulating Railroad Companies,' and in pursuance of the act of March 21st, 1850, entitled 'an act to incorporate the Springfield and Mansfield Railroad Company,' the said Company, on the 16th day of August 1851. filed in the office of the Clerk of the Court of Common Pleas of Union county in the State of Ohio, their written instrument of appropriation for the purpose of appropriating to the use of said Company for all Railroad uses and purposes, and for the purpose of disposing of the same in any way conducive to the interests of said Company, the following described land, and all the interest and title of the said heirs therein, to wit: the four west acre lots in Mathiets addition to the town of Marysville, in said Union county; otherwise more particularly described as being out lots of said town numbered forty-five (45), forty-six (46), forty-seven (47), and forty-eight (48), lying on the south side of the original plat of said town, and containing five acres and thirty-five rods.

CHARLES ANTHONY, President
of S. & M. R. R. Company.

JAMES TURNER, *Secretary.*

Sept 16, '51 n1-3w

The state of Ohio Union County ss

S. C. & Hamilton do make solemn oath that a notice, of which the annexed is a true copy was published for three weeks successively between the 16th day of August and the 16th day of September AD 1851 in The Marysville Tribune, a weekly newspaper of general circulation in the county where said lands are situate

S. C. Hamilton

Sworn to & subscribed before me, this 22d day of November AD 1851 James Kirkpatrick Clk. Union C. P.

Civil/Domestic Case File

Case No. 1851-CV-0050

No. 51-CV-50

Union Common Pleas Court.

Benjamin Harrington
Plaintiff,

AGAINST

Springfield & Mansfield R.R.
Defendant.

MAR TERM. 1853

JUD'G VS PLAINT'F

Journal 5 Page 174

Record No. No Record Page

Ex. Doc. A Page 278

Court of Common Pleas in and for Union County, an appraisement of damages as follows, to wit, $310.00

The damage done to said Owner by reason of the appropriation of said Land, Rights and Interests to the use of said Company being the sum which we hereby appraise to him.

Given under our hands and seals this day of December A.D. 1851

M. L. Wadsworth (Seal)
W. M. Cole (Seal)
Robert Snody (Seal)

The Springfield & Mansfield Railroad Company vs Benjamin Hannigan

Appraisement & Return

Filed Dec. 6, 1851
Jonathan Taylor
Clerk

H. H. Wilson

W. H. Woods Sheriff

Appraisal Jurors

State of Ohio Union County ss.

Before the undersigned a Justice of the Peace in and for said County, personally came Miles H Waddams B Welch and Robert Snodgrass and were by me duly sworn faithfully to execute their duties as appraisers under the powers conferred upon them by the foregoing warrant of the Honorable (one of the associate Judges of said county) and in accordance with law.

Given this 5th day of December AD 1851

John B Coats J.P.

State of Ohio Union County ss.

The undersigned being three disinterested freeholders appointed by the foregoing warrant of the Honorable to appraise the damage which Benjamin Harrington will sustain by reason of the appropriation to the use of the Springfield and Marysville Railroad Company ~~of the following described~~ of the Land, Rights, and Interests described in said warrant for the purposes of a Railroad and Workshops. The rights of appropriating all materials supplies belonging to said owner necessary for constructing and repairing said Railroad and a right of way over the adjacent land of said owner sufficient to enable said Company to obtain said materials and convey them to said Railroad.

In execution of our said powers after being duly sworn and having actually viewed said premises and upon consideration of the injury which said Benjamin Harrington will sustain by reason of said appropriation do now here make and return to the Clerk's Office of the

viz. A strip of land owned by said Benjamin Harrington situated in the County of Union and State of Ohio said strip of land being 2899 feet long and 100 feet wide containing 6 Acres 2 Roods and 22 Rods of land and standing 50 feet on each side of the centre stake and along the line of the Springfield and Mansfield Railroad as located through that part of the following described Military Survey which is now owned by Benjamin Harrington viz No. 7789. No 7992 and No 9261. With the right of using the same for a Railroad and Workshop. the right of appropriating all materials (except timber) belonging to said Benjamin Harrington necessary for constructing and repairing said Railroad, and a right of way over the adjacent land of said Benjamin Harrington sufficient to enable said Company to obtain said materials and convey them to said Railroad.

I do hereby appoint you appraisers to appraise the damage done to said Benjamin Harrington by reason of said appropriating after being duly sworn you will proceed to consider the injury which said Benjamin Harrington will sustain by reason of the appropriation of said land Rights & Interests to the use of said Company and forthwith return your assessment of damages to the Clerk's Office of the Court of Common Pleas in and for Union County setting forth the value of the property taken or damage done which you will apply to such owner persuant to Law

Given under my hand and seal this 4th day of December A.D. 1851.

Whereas "The Springfield and Mansfield Railroad Company" have shewn to my satisfaction by affidavit and otherwise that on the 12th day of September A.D. 1851 they caused to be filed in the Clerk's Office of the Court of Common Pleas in and for Union County State of Ohio a written description of the rights and interests of Benjamin Harrington in and to certain land therein described, and that said land is necessary for the use of said Company for the purposes specified in said Instrument of appropriation, and that a copy of said Instrument of appropriation has been duly delivered to the said Benjamin Harrington who is the owner of said Land, Rights, and Interests; and that said Railroad Company and said Benjamin Harrington have not been able to agree touching the damage in that behalf and that said Company are rightfully entitled to appropriate the Land, Rights, and Interests, therein described for the purposes therein specified, and that said Railroad Company have complied with all and singular the provisions of the Statute in such case made and provided.

I therefore hereby appoint by warrant three disinterested freeholders viz ~~John W. Robinson~~ Robert Snodgrass Meles H. Wadleigh & B. Welch all of Union County to appraise the damage which Benjamin Harrington will sustain by reason of said appropriation which warrant I now issue in the words following, to wit, To ~~John W. Robinson~~ Robert Snodgrass Meles H. Wadleigh & B. Welch Greeting:

"Applications having been made to me to appoint in accordance with law appraisers to estimate the damage which Benjamin Harrington will sustain by reason of the appropriation to the use of "The Springfield and Mansfield Railroad Company" of the following described Land, Rights & Interests

Law No ~~20~~ 8 No ~~20~~ 8

The Springfield and Mansfield Rail Road Company

v

Benjamin Harrington

Instrument of Appropriation

Filed September 12th 1857
James Kirkade Jr Clerk.

120
47
Cost title. 167

No Rec

H B Wilson

No 8

Know all men by these presents that the Springfield and Mansfield Rail Road Company by virtue of the powers and privileges conferred by the act regulating Rail Road Companies and by virtue of its other powers hereby appropriate the land below described, and in pursuance of said act the said Rail Road Company now here deposit with the Clerk of the Court of Common Pleas of Union County this description of the rights and interests intended to be appropriated as follows

1st A description of the Land

A certain tract of land owned by Benjamin Harrington Situated in the County of Union and State of Ohio - being a strip of land 2899 feet long and 100 feet wide Containing 6 acres 2 Roods and 22 rods of land - said strip of land extending 50 feet on each side of the Centre of taken and along the line of the Springfield and Mansfield Rail Road as located through part of the following described lands viz, Being part of lots no 7789 no 7492 & no 9261 beginning at a stone in John Miller's north west line Survey no 7789. It being the south westerly Corner of a Lot of lot Conveyed from Elisha Reynolds to David Miller by deed. thence N 43 E 149 poles to a stake in the road thence S 32 W 80 poles to a Burr oak thence N 49 W 91½ poles to a stone in the north line of Survey no 7492 thence S 43° 30' W one hundred and sixty-eight poles to a stake it being the south East Corner of George Woodward sec of Lands thence S 46° 30 E one hundred and seventy five poles to the first mentioned bound which land is now owned by the aforesaid Benjamin Harrington

2nd The rights and interests intended to be appropriated by

said Company are

The right of useing said land absolutely and fully for a Rail Road, Side tracks, workshops, water tubes and the right of making proper drains, and of conducting water & acqueducts, the right of entering upon the adjacent lands of said Benjamin Hennington for the purpose of constructing and repairing said Rail Road and all other rights and interests of said owner which said Company are by law entitled to appropriate for the purpose of constructing and useing a Rail Road.

In Witness Whereof said Company have caused these presents to be signed by their President and Secretary (said Company having no seal) this 12th day of Sept. 1851

C C Anthony President of the S & M R R Co

James Turner Secy.

by H T Wilson Agent of the S & M R R Co

State of Ohio Union County ss:

Personally came this 30th day of September 1851 William C Malin who being duly sworn made solemn oath that he delivered a true copy of this act of appropriation on the said Benjamin Hennington ~~the~~ on the 17th day of Sept 1851

Sworn to and subscribed before me This 17th day of Sept 1851

William C Malin Pltff

Sworn to and subscribed before me this 30 day of September 1851

James Turner

Justice of the Peace

Union Common Pleas

Benjamin Harrington

ats

The Springfield and Mansfield Rail Road Company

in Exceptions &c

Filed Decr. 13. 1851
James Kirkpatrick
Clerk

S B Coats Atty

Benjamin Harrington
vs
The Springfield and Mansfield Rail Road Company

In Union Common Pleas

Proceedings to appropriate Lands &c

The said Benjamin Harrington takes the following exceptions to the said appropriation and the proceedings of the appraisers, and the award in relation thereto, filed in this Court on the 6th day of December A.D. 1851, to wit,

1st Because it does not appear that the act of appropriation filed in the Court of Common Pleas of Union County Ohio, was done by the President and officers of said Rail Road Company, with their signatures or seal attached to the same

2nd The warrant issued to the appraisers does not appear to have been done by order of the Court of Common Pleas of Union County within which said lands are situate, nor under the seal of said Court. Nor does it appear by said proceedings that W. W. Woods is an officer of Union County, or a judge of the Court of Common Pleas of said County, having power, or authorized by law, to issue said warrant, within and for said County of Union

3d Said W. W. Woods under whose authority, and by virtue of whose warrant, the appraisers, therein appointed, acted, was at the time and still is, a Stockholder in said Rail Road Company

4th The said appraisers thus appointed and who acted in the premises were not disinterested men and freeholders of said County of Union

5th The award of said appraisers, or arbitrators, is not in conformity with the said warrant, but is uncertain, informal, and insufficient and therefore void

6th The report and award of said appraisers is not in compliance with the act regulating Rail Road Companies, Passed February 11th 1848.

7th. The warrant and appointment of appraisers was altered after the same was made, and went from the hand of W. W. Woods, and the name of Robert Snodgrass inserted in the place and stead of John W Robinson, who was appointed by said Woods, in said warrant; making the appointment of said Snodgrass without the authority of said warrant. The action of said Robert Snodgrass in the premis was without any authority conferred by said warrant.

8th The award of damages, made and assessed by said appraisers are wholly insufficient and inadequate.

9th Said proceedings were all without the authority and sanction of any law in force at the time said proceedings were had, in the premises. The act regulating Rail Road companies became inoperative and void, by an express provision in the constitution of the State of Ohio, that took effect on the first day of September 1851.

For these and other reasons the said Benjamin Harrington appeals to this Court and prays the Court to set aside the said report, award of appraisers, and the proceedings in relation to the same, and grant such relief as justice requires.

John B. Coats
Atty for Defendant

Civil/Domestic Case File

Case No. 1851-CV-0051

No. 51-CV-51

Union Common Pleas Court.

Springfield & Mt Vernon RR.
Plaintiff,

AGAINST

Heirs. Elias Hathaway
Defendant.

APR TERM. 1854

JUD'G VS PLAINT'F

Journal 5 Page 295

Record No. Page

Ex. Doc. A Page 439

Costs.

$6.22

P.O. material

Law No 4
Springfield Rail
Road Co
vs
Widow & Heirs
of E. Hathaway

April Term
1854

[illegible]ent Bill made

No Record

~~Law No. 2419~~

The Springfield and Mansfield Rail Road Company
vs
The Widow and heirs of Elias Hathaway deceased.

Instrument of Appropriation

Filed September 13th 1857
James Kirkade Jr Clerk

Fees Allowe 75
Ins $1.25

Wm. G. Bow — Atty

H Wilson

Know all men by these presents that the Springfield and Mansfield Rail Road Company by virtue of the powers and privileges conferred by the act regulating Rail Road Companies and by virtue of its other powers, hereby appropriate the land and tenements below described, and in pursuance of said act, the said Rail Road Company now here deposit with the Clerk of the Court of Common Pleas of Union County this description of the rights and interests intended to be appropriated, as follows.

1st A certain tract of land owned by the widow and heirs of Elias Hathaway deceased namely Lydia A Wood, Eleanor Thar. Hathaway, Juliette R Hathaway & Celia Hathaway. Said tract of land situated in the County of Union and State of Ohio, being a strip of land 5520 feet long and 100 feet wide containing 12 acres 2 Rods and 27 rods of land. Said strip of land extending 50 feet on each side of the Centre Stakes, and along the line of the Springfield and Mansfield Rail Road as located through the following described lands

A part of survey 9198 patented to Joshua Boyd on 15 1820. and part of 0 0 5708 patented to James Galloway and by him conveyed to said Colin in the year 1810 and by said Colin to Nicholas Hathaway in 1818

Which land is now owned by the aforesaid widow and heirs.

2nd The rights and interests intended to be appropriated by said Company are

The right of using said land absolutely and fully for a Rail Road, side tracks workshops, water stations and the right of making

proper drains and of conducting waters by acquiredo and the rights of entering upon the adjacent land of said owners for the purpose of constructing and repairing said Rail Road and all other rights and interests of said owners which said Company are by law entitled to appropriate

In witness whereof the said Company have caused these presents to be signed by their Presidents and Secretary said Company having no seal - this 13th day of Sept AD 1857

C Anthony Pres.t of N.S.&M.R.R. Co

James Turner Sec.y.

By L B Wilson Agent of the S&M.R.R. Co

The State of Ohio Union County Ss.}

~~Wm C Malin~~ This day personally came William C Malin who being duly sworn made solemn oath that he delivered a true copy of the foregoing instrument of appropriation to Lydia A Wood (the widow of the said Elias Anthony) and to James C Miller and Elphaz Burnham the Guardians of said Minor Heirs - on the 17th day of September AD 1857

Sworn to and subscribed this 30th day of Sept AD 1857

William C Malin Pltff

Sworn to and subscribed before this 30 - day of Sept 1857

James Turner

Justice of the Peace

Railroad. In question of our said Jurors after being duly sworn - and having actually viewed said premises and upon consideration of the injury which said owners will sustain by reason of said appropriation do now here make and return to the Clerk's Office of the Court of Common Pleas in and for Marion County our appraisement of damages as follows, to wit: $400. four hundred & fifty dollars

The damage sustained by said Adm'r & Heirs by reason of the appropriation to the use of said Company of said Land, Rights & Interests being $

Which we hereby affix to them.

In witness whereof we have hereunto set our hands & seals this day of December A.D. 1851

M. A. Wadkeams (Seal)
B. Melot (Seal)
Robert Morgan (Seal)

The Springfield & Sandusky Railroad Company
vs
The Adm'r & Heirs of
Elias Hathaway deceased

Appraisement

Filed Dec. 6th 1851
James Kirkpatrick Clerk

in and for Union County setting forth the value of the property taken or damage done which you will apply to said owners pursuant to law.

Given under my hand and seal this 4th day of December AD 1851

W. V. Woods (Seal)
Associate Judge

State of Ohio Union County ss.

Before the undersigned a Justice of the Peace in and for said County personally came Miles H Waddams - B Thelch and Robert Snedgrass and were by me duly sworn faithfully to execute their duties as appraisers, under the powers conferred upon them by the foregoing warrant and in accordance with law.

Sworn this 5th day of December AD 1851

John B Coats J.P.

State of Ohio Union County ss.

The undersigned being three disinterested freeholders of Union County appointed by the foregoing warrant of the Honorable one of the associate Judges in and for said County to appraise the damage which the owners of the land, Rights, and Interests described in said warrant will sustain by reason of the appropriation thereof for the purposes of a Railroad & Navigation. The right of appropriating all materials except timber belonging to said owners necessary for constructing and repairing said Railroad and a right of way over the adjacent lands of said owners sufficient to enable said Company to obtain said materials and convey them to said

Springfield and Mansfield Railroad Company, to appoint in conformity with law appraisers to estimate the damage which Lydia A Ross - Eleanor Hathaway Juliette R Hathaway and Celia Hathaway will sustain by reason of the appropriation to the use of said Company of the following described Lands, Rights and Interests viz A strip of land belonging to said Widows & Heirs situated in the County of Morrow and State of Ohio, said strip of land being 5520 feet long and 100 feet wide containing 12 acres 2 Roods & 27 Rods of land and extending 50 feet on each side of the center stakes and along the line of the Springfield and Mansfield Railroad as located through part of the following described lands - viz part of survey No 9794 and survey No 5704, with the Right of using the same for a Railroad and workshops. The Right of appropriating all materials except timber belonging to said Widows and Heirs necessary for constructing and repairing said Railroad and a right of way over the adjacent land of said Widows and Heirs sufficient to enable said Company to obtain said materials and convey them to said Railroad

I do hereby appoint you appraisers to estimate the damage which said owners will sustain by reason of such appropriation after being duly sworn you will proceed to consider the injury which they will sustain by reason of the appropriation of said land, Rights and Interests to the use of said Company and forthwith return your appropriment of damages to the Clerk's Office of the Court of Common Pleas

Whereas it has been shown to my satisfaction by "the Springfield and Mansfield Railroad Company" that on the 13th day of September AD 1851 they caused to be filed in the Clerk's office of the Court of Common Pleas in and for Union County State of Ohio a written description of the rights and interests of the following heirs ~~of Elias~~ of Elias Hathaway deceased in and to certain lands therein described viz: Lydia A Wood (the widow of said Elias Hathaway deceased) Eleanathen Hathaway Juliette R Hathaway and Celia Hathaway. And that said Land is required for the use of said Company for the purposes specified in said instrument of appropriation and that a copy of said Instrument of appropriation has been duly delivered to Lydia A Wood, and to James G. Miller and Elphaz Burnham (which last mentioned are the Guardians of said heirs) and that said Railroad Company and said Guardians have not been able to agree touching the damage in that behalf. And that said Railroad Company are rightfully entitled to appropriate the land rights and interests therein described for the purposes therein specified and that said Railroad Company have complied with all and singular the provisions of the statute in such case made and provided

I therefore hereby appoint & warrant those disinterested freeholders viz ~~John W Robinson~~ Miles H Wadsworth and B Welch ~~"~~ Robert Woodgrow all of Union County to appraise the damage which said Widow and Heirs will sustain by reason of said appropriation, which warrant I now issue in the words following to wit: To ~~John W Robinson~~ Miles H Wadsworth ~~and~~ B Welch & Robert Woodgrow

Greeting:

"Application having been made to me by "the

10 The proceedings, whereby said Company have attempt-
-ed to appropriate said Canal are erroneous, irregular
and illegal

For these and other good reasons said defen-
-dants, appeal to this Court and pray this
Court to set aside said report, award of appraiss-
-ers and the proceedings in relation thereto, and
to grant such relief as shall seem just

By Curry & Robinson
Attys for Defendants

Filed in Common Pleas
Jonathan Patterson
Petit & Patterson
and others
vs
The Springfield and
Mansfield Rail
Road Company
Exceptions & Appeal &c

Filed Dec. 15th 1857
James Kirkpatrick Clk

Elnathan Hathaway, Juliette N Hathaway and Celia Hathaway, who are minor heirs of Elias Hathaway dec'd by their guardians James E Miller and Elephas Burnham, and Lydia A Wood and Samuel Wood

vs

The Springfield and Mansfield Rail Road Company

In the Court of Union Common Pleas

Proceedings to appropriate Land

The said defendants, take the following exceptions to the said instrument of appropriation and the proceedings of the Arbitrators, and the award in relation thereto filed in said Court on the 6th day of December A.D. 1851 to wit

1st That said instrument of appropriation was not signed nor sealed by the president of said Company, nor attested by the Secretary of said Company

2 The warrant to the appraisers did not issue by order of the court of Common Pleas within & for the county of Union, Ohio, within which said land lies, nor does it appear from said warrant that W W Woods, who signed said warrant as "associate judge, was at the time said warrant issued a judge of the court in and for said county within which said land lies

3d W W Woods, at the time said warrant issued, was a stockholder in said Company

4th The Arbitrators who made said assessment of damages were not at the time said appointment and assessment of damages were made, disinterested men, and freeholders

5th Said warrant was changed without proper authority, after it issued, by striking from said warrant the name of John W Robinson and inserting in the place thereof the name of Robert Woodgrass

6th There was not any proper notice given to the defendants of the filing of said instrument of appropriation in said Court

7th It does not appear from said proceedings, that said warrant issued upon the application of either party interested

8th Said assessment of damages was not made by a jury as is required by the Constitution of Ohio

9 The damages accruing to said defendants, on account of said appropriation, as assessed by said arbitrators are wholly inadequate

Civil/Domestic Case File

Case No. 1851-CV-0052

No. SL-CV-52

Union Common Pleas Court.

Springfield & M R R Co
Plaintiff,

AGAINST

John F Michael
Defendant.

APR TERM. 1854

JUD'G VS PLAINT'F
Settled

Journal 5 Page 296

Record No. No Record Page

Ex. Doc. A Page 441

Costs.
3,97

Law No ~~2 7 10~~
No 10 6
Springfiel & Mississipi
Rail Road Co
vs
John H Michael

Cert Bill made
No Record

Law No 27
The Springfield
and Mansfield Rail
Road Company vs
vs
John F McNeal

instrument of
appropriation

Filed September 13th 1857
James Kirkade Jr Clerk

H P Wilson

Know all men by these presents that the Springfield and Mansfield Rail Road Company by virtue of the powers and privileges conferred by the act regulating Rail Road Companies - and by virtue of its other powers - hereby appropriate the land and tenements - below described and in pursuance of said act the said Company now here deposit with the Clerk of the Court of Union County the following description of the rights and interests - intended to be appropriated as follows

1st a description of the land A certain tract of land owned by John F. Mitchell situated in the County of Union and State of Ohio being a strip of land 130 5. feet long and 100 feet wide - containing 2 acres 3 roods and 38 rods of land. said strip of land extending 50 feet on each side of the centre stakes and along the line of the Springfield and Mansfield Rail Road as located through the following described land viz, A part of Survey No 5292. bounded and described as follows to wit beginning at a stake in the centre of the State road leading from Marysville to Milford in the western line of Robert Breen's survey No 5292 of which this is a part thence S 37 degrees West 165 poles to a stake near two ~~sugar trees and~~ two iron wood and a hickory thence N 53° East one hundred poles to a stake near three sugar trees thence South 37 degrees East one hundred and twenty-nine poles to a stake in the centre of the said Milford and Marysville State Road - thence with said Road 40 degrees West one hundred and one poles to the place of beginning which land was deeded to John F. Mitchell by William C Maher as

Sheriff of Union County

2nd The rights and interests intended to be appropriated by said company are

The right of using said land absolutely and fully for the purposes of a Rail Road side tracks, turnouts, water stations and the rights of making proper drains and of conducting water by aqueducts. and the right of entering upon adjacent lands for the purpose of constructing and repairing said Rail Road. And all other rights and interests of said nature ~~absolutely and fully~~ which said company are by law entitled to appropriate.

In Witness Whereof the said company have caused these presents to be signed by their President and Secretary said company having no seal.

C Anthony President of the L & M. R. R. C.

James Turner Sec'y.

By A B Wilson agent of the L & M. R. R. C.

The State of Ohio Union County ss

This day personally came William C Martin who being duly sworn made solemn oath that he delivered a true copy of the foregoing instrument of appropriation to John F Michael on the 30th day of September A.D. 1857 ~~of Sept 30th 1857~~

William C Martin Sworn

Sworn to and subscribed before me Sept 30 - 1857

James Lyons

Justice of the Peace

Civil/Domestic Case File

Case No. 1851-CV-0053

No. 51-CU-53

Union Common Pleas Court.

Ariel Nelson
Plaintiff,

AGAINST

Thompson Bishop
Defendant.

SEP TERM. 1851

JUDGMENT VS DEFENDANT

$123-00

Journal 5 Page 71

Record No. 6 Page 140

Ex. Doc. A Page 118

Law No 17

Ira Hudson

vs

Thompson Bishop

Cost bill made

Ara Hudson
vs
Thompson Bishop

Transcript

Filed Sept 15. 1801
J Kinkade Jr clerk

Recorded

The State of Ohio Union County ss

Ann Hudson

vs

Thompson Bishop

Bastardy

Costs fee

Affidavit .25

Warrant .25

Bond .25

Summons .31

Constable fees

Mileage

Fee .50

July 19 1851

Ann Hudson on oath maketh complaint under oath to me that she has been delivered of a bastard child and that Thompson Bishop is the father of said child. Her said accusation was then reduced to writing by me and sworn to by her, and I then issued a warrant for said Thompson Bishop directed and delivered to Ruben Cooch constable of Jerome township in said County

July 21 1851 With the body of Thompson Bishop the said constable returned the warrant July 21 1851 I have the body of the within named Thompson Bishop Ruben Cooch Const.

Fees .50 cents

The said Ann Hudson also present who was duly sworn and examined by me in presence of said Thompson Bishop and the examination reduced to writing by me and filed. Finding the said complaint true the said Thompson Bishop thereupon refusing to pay said Ann Hudson to her satisfaction it is ordered and adjudged that he enter into recognizance in the sum of two hundred dollars for his appearance at the next term of the court of Common pleas of Union County to answer said complaint and abide the order of the court thereon. The said Thompson Bishop with

Henley Bishop entered into recognizance accordingly

The State of Ohio Union County ss
Be it remembered that on the 21st day of July in the year 1851 Thompson Bishop and Henley Bishop personally appeared before me Perry Buck a justice of the peace of Jerome Township in said County and jointly and severally acknowledged themselves to owe and be indebted unto the State of Ohio for the use and benefit of Jerome township in said County the sum of two hundred dollars to be levied of their goods and chattles lands and tenements upon this condition that if the said Thompson Bishop shall personally appear before the court of Common pleas next to be holden in and for said County of Union on the first day of the term thereof and continue from day to day and then and there answer unto a complaint of bastardy made by Ann Thurson against him and abide the order of the court thereon then this recognizance to be void otherwise to be and remain in full force ~~and~~ law

Signed { Thompson Bishop
Henley Bishop

Taken and acknowledged before me the day and year aforesaid

Perry Buck J. P.

The State of Ohio Union County 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

Perry Buck J. P.
of Jerome township

Hudson
vs
Bishop
Examination

Filed Sept. 15. 1857
D Knickade Jr Clerk

The examination under oath of Ann Thomson an unmarried woman resident of Union County taken by and before me Perry Buck a justice of the peace of Jackson township Union County on the 21 day of July in the year 1851 upon her complaint of bastardy against Thompson Bishop he being then present in custody before me upon warrant issued by me in the premises

Question by the justice Are you now and if so how long have you been resident of Union County

Answer Four years

Question Are you married or unmarried

Answer Unmarried.

Question Have you been delivered of a bastard child If so when When was it begotten and who is the father of said child

Answer I have Born on the 21 day of January 1851 begotten on the 21 day of May 1850 and Thompson Bishop is the father of said child

No more questions were asked

Affidavits &c
Continued

Arae Hudson
vs.
Thompson Bishop

In Union C. Pleas.
in Assumpsit.

The said Thompson Bishop makes solemn Oath that Perry Buck of the county of Union Ohio is a material witness for him in this cause, without whose testimony he cannot safely proceed to trial thereof, as he is advised by his counsel, and verily believes to be true, That the said Defendant used due Diligence in order to obtain the said witness, and being unable to obtain the said witness in consequence of his absence from the county. On the day of November A D 1852 ~~this affiant sent to the place of Residence of~~ the said Perry Buck for the purpose of serving him with a Subpoena in this Cause, but the said Perry Buck was absent on a Journey to Green County from whence he is not expected to return until some time after the expiration of the present term of this Court as this affiant is informed and verily believes to be true that affiant hopes and expects to procure the attendance of the said Perry Buck at the next term of this Court. And that this affidavit for a continuance is not made for delay merely but for the purposes of Justice

Thompson Bishop

Sworn to and subscribed in open Court this day of November A D 1852

Union County Pleas

Peter Hudson
vs
Thompson Bishop

Suit for $ [illegible]

Filed March 7 1852
Henry Dunwiddie

Served this writ by reading to the within named
George Brown Perry Brock Jacob Hudson March 15 1852
Hugh Johnson not found
Reuben Cook not found
Fees Mileage 60
Serv 37½
97½
W. C. Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Reuben Cook Hugh Johnson George Brown. Perry Buck. & Jacob Hudson.

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 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 Area Hudson is Plaintiff, and Thompson Bishop 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 Turner Clerk of our said Court, at the Court House in Marysville, this 11th day of March A. D., 1852

James Turner Clerk.

Hudson
vs
Bishop

Filed June 14 1852
James Somers Clerk

Served this writ by reading to Each of the within
Named Persons June 4th 1852 Henry Liggett
Demanded his fee Not Paid

Fees	Mileage	90
	Fees	50
		1,40

William C Allen Sheriff
By George K Brown

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Isaac Wells, William Wolley Henry Liggett, William Liggett, Peter Cratinger

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 5th day of next term, at 10 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 Area Hudson

is Plaintiff, and Thompson Bishop

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

James Turner

Witness, ~~JAMES~~ KIN~~NEE~~E, ~~JR.~~, Clerk of our said Court, at the Court House in Marysville, this fourth day of June A. D., 18 52

James Turner Clerk.

Area Hudson
vs
Thompson Bishop

Sub for Writ

Filed June 4th 1852
James Turner Clerk

J. C. Daughty
Atty for Deft

Levied this writ by Recdin to Cash of Ptff within Persons June 2nd 1852
Fees Mileage 1.00
Levy 1.00
$2.00

William C. Mullins Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Peter Wagoner William Wagoner John Preston John Forden Joseph Wagoner Perry Buck & Lorenzo Belford & Reuben Cook

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 fifth day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendant in a certain controversy in said Court depending, wherein Area Hudson is Plaintiff, and Thompson Bishop is Defendant: and this They shall in no wise omit, under the penalty of the law; and have then there this writ.

James Turner

Witness, ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 27th day of May A. D., 1852

James Turner Clerk.

Thompson Bishop
ads
Isaac Henderson

Plea

Filed November 19th 1857
James Kirkpatrick Clerk

J. C. Dought atty
for Defendant

Thompson Bishop
ads
Isaac Henderson

In the
Common Pleas

And the said Thompson Bishop comes and defends & And says that he did not promise in manner and form as the Plaintiff hath above thereof complained against him and of this he puts himself upon the country And the Plaintiff doth the like

By J. C. Dought atty
for Defendant

$$\begin{array}{r} 75 \\ \times\ 4 \\ \hline 300 \end{array}$$

150

225

$$\begin{array}{r} 75 \\ 55 \\ \hline 375 \\ 50 \\ \hline 55 \end{array}$$

Filed June 4 - 1852

James Turner Clerk

Area Hudson } In Pike in Common Pleas
vs } Assumpsit
Thompson Bishop } Issue Subpoena for Isaac Wells
William Wolley } Henry Liggett. William Liggett. Peter
Creitzinger } Witnesses for the plaintiff
} Curry & Robinson
To the clerk of } Attys for Plff
Com. Pleas
June 4th 1852

Otis Hendron
vs
Thomas Bishop

Ref for witnesses

Filed Oct 20 1852
Jos Turner clk

Filed Dec 1st 1852
Defendant

Ira Henderson
vs
Thompson Bishop

In Union Com. Pleas

Issue a Subpoena for Peter Wagoner William Wagoner, John Preston John Jordan Perry Bruce Sr. and Lorenzo Belford witnesses for Defendant,

Oct. 18-1852

J. C. Dought atty
for Defendants

To James Turner Clerk
of Union C. Pleas

Area Hudson

To

Thompson Bishop

Rec. for Mts

Filed May 24 1852

James Livingston Clerk

Area Hudson
v
Thompson Bishop

Mun Com. Pleas
Assumpsit

Issue subpoena for Reuben Cook. Jacob Hudson. Hugh Johnson. George Brown

Witnesses for the plaintiff

To the clerk of
Mun Com. Pleas
May 24th 1852

Curry & Robinson
Attys for Plff

Filed Nov 10 1852
James Lee Clerk

Ira Henderson
vs
~~Orthopus~~ Bishop

In Univ C pleas.

Issue a subpoena for Joseph Wagoner witness for Defendant.

J C Dougherty
Atty for Deft.

Franklin 10th 1852.
To James Guren
Clerk of the C pleas

Thompson Bishop
vs
Asa Sunder

Pre-pr
Witnesses

Filed March 12 1852
James Downer, Clerk

J. C. Dept
Atty Dept

Thompson Bishop
and
Asa Hudson

vs

Union C.
Pleas

&

Issue A. Subpoena,
for ~~Josiah~~, Ruben Stutts; Peter
Wagoner William Wagoner John
Preston. John Jordan, Joseph
Wagoner, Perry Buck. Henry Cratiner
Peter Cratiner, & Lorenzo Belford: Witnesses
for Defendant.

J. C. Dougherty atty
for Defendant

To James Turner Clerk
of the C. Pleas
March 12th. 1852.

3) 70
23
8 47

6) 200 (33
18 20
20 6,60

Fitna Oct 30 1852
James Lumes Clerk

Area Hudson

vs

Thompson Bishop

In Mun Com Pleas
Assumpsit

Issue subpoena for
I N Wells and
Beach mts for
Pltff

Carry & Robinson

To the Clerk
of Mun. Com. Pleas
Oct. 30th 1852

Ira Hendson
vs
Thompson Bishop

Price for Witnesses

Filed May 27 1852
James Lowner Clerk

Ara Hudson
vs
Thompson Bishop

In Union Common Pleas.

Issue a Subpoena for the following witnesses, for Defendant to wit
Peter Wagoner William Wagoner.
John Preston John Jordon Joseph Wagoner Perry Buck and Lorenzo Belford, als Ruben Cook,

May 27th 1852.

To James Irine clerk of Union C Pleas

J. C. Dought. att for Defendant

Lorenzo Belsford
vs
Thompson Bishop

Debt for wit
Filed Nov 5 1855
Amos Shurtleff Clerk

Levied this writ by Reading to Perry Snell october 21st 1852
fee demanded and not paid Levied by reading to William
Wagner John Preston John Gordon october 26th 1852
Lorenzo Belsford Peter Wagner not found

Fees Mileage 75
Fees .50
$1,25

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Peter Wagner William Wagner John Preston John Gordon Perry Buck Lorenzo Belford

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 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Aree Hudson is Plaintiff, and Thompson Bishop 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.~~ Lowmer, Clerk of our said Court, at the Court House in Marysville, this 20 day of October A. D., 185 2

James Lowmer Clerk.

Dean Hicks an
vs
Thompson Bishop

Ad da writ

Filed June 4 1882
James Turner Clerk

Served this writ by Reading to all the within named
Person Except Hewston Johnson not found
June 2d 1882

Fees Mileage 65
Fees 37½
102

William C Martin Sheriff

Curry & Robins
Attys for Pltf

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Reuben Cook Jacob Hudson Hugh Johnson George Brown

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Fifth 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 Aree Hudson is Plaintiff, and Thompson Bishop is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Lyons

Witness, ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 24 day of May A. D., 1852

James Lyons Clerk.

Ann Hudson
vs
Thompson Bishop
Deft for Writ

Filed Nov 5 - 1852
Lancs Duncan Clerk

Came this Writ by Reading to each of the within named Persons & N Wells Demanded Fees not Paid

Fees Milage 75
Fees 25
$1 00

William C. Mein Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon I. N. Wells & Ambrose Beach

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 fourth 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 Area Hudson is Plaintiff, and Thompson Bishop 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 30" day of October A. D. 1852

James Turner Clerk

Hudson
vs
Bishop

Filed Nov 11 1852
James Turner Clerk

Rec'd this writ by Reading to
Joseph Wagner November 10th 1852
Rulon Cook Not found

Fees Mileage 75
Fees 12
87

William C Mussselshell

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Joseph Wagner Reuben Cook

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 fourth day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendant in a certain controversy in said Court depending, wherein Alex Hudson is Plaintiff, and Thompson Bishop 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.

Jacob Hudson
to
Thompson Bishop
Sub for Cert

Filed Nov 5th 1852
Francis Turner Clerk

Rec this writ by Reading to Ruben Cook Jacob Hudson and George Brown octob 26th 1852 Rec by Reading to William Nott & William Liggett Henry Liggett Peter Crotinger the above four persons demanded fees and not paid Isaac Wells Hugh Johnson Not found Fees Mileage 100
11 12½
2120

William C Martin Sheriff

The State Of Ohio, Union County, ss

To the Sheriff of said County Greeting

We command you to summon, Reuben Cook Jacob Huelson Hugh Johnson George Brown Isaac Wells, William Valley, Henry Liggett Wm. Liggett Peter Crotinger

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 Fourth 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, Area Hudson is Plaintiff and Thompson Bishop is Defendant, and this they shall in no wise omit under the penalty of the law have you then there this writ

Witness James Lyons Clerk of our said Court at the Court House in Marysville this 22 day of October A D 1852

James Lyons Clerk

Union County Pleas

Area Attachment

vs

Thompson. Bishop

Sub Ser writ

Filed March 16 1852

James Lunney Clerk

Served this writ by Reading to the within named

Peter Waggoner John Preston

William Waggoner Joseph Waggoner

Perry Brock Henry Bratner

Peter Bratner Lorenzo Belford March 15th 1852

Fee Milage 90

Serv 1,00

1,90

Rulen Shultz and

John Gordon not found

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Reuben Stutts, Peter Waggoner William Waggoner John Preston John Jordan Joseph Wagoner, Perry Buck Henry Cratzer Peter Cratzer & Lorenzo Belford

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 24th day of next term, at Eight o'clock, A. M., to testify and the truth to speak on behalf of the Defendant

in a certain controversy in said Court depending, wherein Aree Hudson is Plaintiff, and Thompson Bishop is Defendant: and this They shall in no wise omit, under the penalty of the law; and have then there this writ.

James Turner

Witness, ~~JAMES KINKADE~~, Jr., Clerk of our said Court, at the Court House in Marysville, this 12th day of March A. D., 1852

James Turner Clerk.

Area Hulsen

vs

Thompson Bishop

Rec. for Wits. for plff

Filed March 11th 1852

James Turner Clerk

Area Hudson. } Mun Common Pleas
vs } Assumpsit
Thompson Bishop }

Issue subpoena for
Reuben Cook, Hugh Johnson
George Brown, Perry Buck & Jacob Hudson
witnesses for the plaintiff

Curry & Robinson
Attys for Plff

To the Clerk of
Mun Com. Pleas
March 11th 1862

Civil/Domestic Case File

Case No. 1851-CV-0054

No. 51-CV-54

Union Common Pleas Court.

E T Allen

Plaintiff,

AGAINST

Charles Holloway

Defendant.

SEP TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 74

Record No. 6 Page 145

Ex. Doc. A Page 106

E. T. Allen
vs
Charles Holway

Transcript of
Judgment –

See U. Co. Book p. 3.
July 8th 1851

Filed Sept 29. 1857
L Kinkade pr Clerk

Recorded

10 Jan 1849 – 38.59 2 yrs 8
231
231
164
6.96 77
154

E T Allen
vs
Charles Holoway

debt $38.37
Judgment 2½
Satisfaction 10
1st Execution 25
2nd do 25

Constable fee
1 Execution 45
2nd do 40

Note filed thereupon Defendant appeared without process January 10th 1849 and confessed Judgment on a note the following is a Copy

One day after date I promise to pay E T Allen or bearer Thirty seven dollars and fifty one cents for value Recd. September 1st 1848 Signed Charles Holoway

Interest being calculated it appears there is due plaintiff $38.37 Therefore Judgment is rendered against Defendant for thirty Eight dollars & thirty seven cents debt & the costs taxed at 22½ cts

Execution issued 13th March 1849 Deld. to E Hammond Const.

Execution returned indorsed the within named defnt. hath not any goods or chattels found to make this Execution

April 9th 1849 Fees 45 E Hammond Const.

Execution issued 21st May 1851 Deld. to S. Balinger Const.

Execution returned Indorsed No chattel property found to make the demand of this ~~Writ~~ but in my opinion the defendant has land of his own Travel & Service (40)

June 20th 1851 Samuel Balinger Const.

It is suggested to me that the defendant has real estate

M & H Wadhams J.P.

State of Ohio Union County Liberty Township ss

I do hereby certify that the above is a full & true copy from my Docket of the proceedings had by and before me in the above case

M & H Wadhams J.P.

Fees transcript 31 of the aforesaid Township

Recd of E T Allen the full amount of the above Costs July 7th 1851 M & H Wadhams J.P.

E. T. Allen
vs
Charles Haloway
Writ of Scire facias

25/3/37

Filed Sept 30. 1857
L Kirkham p clerk

Costs Bill made
Record

Recorded

Lawrence Atty

Received this writ Sept 29th 1857
Served this writ by delivering to Charles Haloway
a certified copy of this writ Sept. 30 1857
Fee Serv 35
copy 40
Mileage 60
$1.35

William L Mulvi Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, E. T. Allen lately, to wit: on the 10th day of January A. D., 1849 before M. H. Wadhams Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Charles Haloway for the sum of Thirty Eight dollars and 37 cents Debt and ——— dollars and 22½ 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 M. H. Wadhams Esquire, Justice of the Peace as aforesaid, that the said Charles Haloway 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 E. T. Allen — 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 Charles Haloway wherefore the said E. T. Allen — 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 Charles Haloway to 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 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 29th day of September A. D., 1851

Ja Kinkade Jr Clerk.

D. A. 106

Edward S. Allen
vs
Charles Holloway

Damages $38.37
Costs 6.20
Accruing 13.53
This out 53

Filed Nov 28 1853
Lewis Lane Clk

Received this writ July 13th 1853
Advertised the within described ~~real estate~~ Property for sale
in the Marysville Tribune ~~a newspaper~~ a newspaper
published and in general circulation in union County
Ohio for at least ~~three~~ ten days previous to the day
of sale afterwards to wit on the 7th day of November AD 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 said Property for sale
at the residence of the Defendent and not sold
for want of Bidders
November 22d 1853

Fees Mileage	60
Levis	35
Advertising	25
Return	10
Printers fee	200

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 & Chattles of Charles Holloway. To wit One Gray Horse. one one horse waggon one two year old heifer one Brindle Cow

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 Edward I Allen the sum of Thirty Eight dollars and Thirty Seven cents for his ~~for~~ damages together with $6,20 for his costs, with interest thereon from the 10th day of January A. D. 1849 until paid, which late in our said Court the said Edward I Allen recovered against the said Charles Holloway as of record is manifest. Also, $15,75 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 Edward I Allen.

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 13th day of July A. D. 1853

James Turner Clerk.

No. A. 106

Edward J. Allen
to
Charles Holloway

Damages $38.37
Costs 6.20
Execution 2.02
This Writ 3

Filed April 4 1853
Jerrem Allen Clerk

Received June 14 1853
Jerrem Allen Clerk

Lauman & Ben 1-

Received this writ April 9th 1853
Advertised the within described Property 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 30th day of May AD 1853
it being the day 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 the Residence of the Defendant
and not Sold for want of Bidders
June 4th 1853

Fees Mileage 75
Levy 35
Advertising 25
Return 15
Printers fee 150
$3.00 William C Malin

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 Charles Halloway to wit one Gray horse one one horse wagon one two year old heifer, and one Brindle Cow

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

Edward I Allen

the sum of Thirty Eight ——— dollars and thirty seven cents for his ——— for damages together with $ 6.20 for his costs, with interest thereon from the 10th day of January A. D. 1849 until paid, which late in our said Court the said

Edward I Allen

recovered against the said Charles Halloway

as of record is manifest. Also, $ 12.02 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & 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 Edward I Allen

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 9th day of April A. D. 1853

James Turner Clerk.

No A 106

E J Allen
vs
Charles Mallory

Debt $38.37
Costs 6.20
increased 22.87
This writ 53

Filed Aug 17 1854
Thos Lum Clk

Received

Received this writ June 29th 1854
Advertised the within described property for sale in the Marshall Intelligencer a newspaper published and in general circulation in this county also for at least ten days previous to the day of sale
Proceeded to sell on the 16th day of August it being the day I advertised said Property to be sold offered the same for sale at the residence of the Defendant and not sold for want of bidders

The Property thereto have levied upon in my opinion being insufficient to satisfy this Execution I therefore on the 16th day of August A D 1854 levied upon the following described Property to wit one yearling Heifer one yearling Steer one Red Cow seventeen Head of Hogs two spring calves and one Sett of Carpenters Tools this property not advertised for want of time

Fees Milage 65
Sens 35
Levy 35
Bond 50
Advertising 25
Return 20
Printers fee 100
$3.40

August 17th 1854

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 & Chattels of Charles Halloway to wit ~~one Horse More & one gray mare~~ one gray Horse. one one horse wagon one two year old Heifer & one Brindle Cow

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 Edward I Allen

the sum of Thirty Eight dollars and 37 cents for his debt ~~for damages~~ together with $6.20 for his costs, with interest thereon from the 10 day of January A. D. 1849 until paid, which late in our said Court the said Edward I Allen recovered against the said Charles Halloway

as of record is manifest. Also, $22.81 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 29th day of June A. D. 1854

James Turner Clerk.

D. C. A. 106

E. J. Allen
vs
Charles Holloway

Damages $38.31
Costs 6.20
Increasing 19.75
This writ 73

Filed April 12. 1854
James Lucas Clerk

writ 13.37

Received this writ December 10th 1853
No more Goods and Chattles ~~Lands or~~ tenements
found whereon to Levy. I advertised the within
described Property for Sale in the Marysville
Intelligencer a news Paper Published and in
General circulation in Union County ohio
for at least ten days previous to the day of
Sale of Premises to wit on the 24 to day of March
A.D. 1854 it being the day advertised said
Property to be Sold between the Legal hours. I offered
said Property for sale at Public auction
and not sold for want of Bidders

	Fees Milage	65
	Levy	35
April 12th 1854	Advertising	25
	Return	10
	Printers fee	100
		$2,25

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~~ Goods & Chattles of Charles Halloway, to wit, one gray horse, one one hose waggon one two year old heifer & one Brindle Cow

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 Edward S Allen

the sum of Thirty Eight ——— dollars and 37 cents for his ~~for~~ damages together with $ 6.20 for his costs, with interest thereon from the 10th day of January A. D. 1849 until paid, which late in our said Court the said Edward S Allen recovered against the said Charles Halloway

as of record is manifest. Also, $ 19.78 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 Edward S Allen

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 10th day of December A. D. 1853

James Turner Clerk.

D A 106

Edward T Allen
vs
Charles Holloway

Damages $39.94
Costs 6 20
Increase cost 8 39
This writ 73

Filed July 24 1853
James Turner Clerk

X

Feb 21 AD

Received this writ November 29th 1852.
Advertised the within described property for sale in the Marysville Tribune a newspaper published and in General circulation in union County Ohio for at least ten days previous to the day of sale of lands to wit, on the 21st day of February AD 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 at Public Auction at the residence of Charles Hallowell and not sold for want of bidders

Fees Milage 70
Levy 35
Advertising 25
Return 10
Printers fee 1 50
$2.90

Feb 23 1853

William C Mellen 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 Charles Holloway to wit. one gray horse. one one horse waggon one two year old heifer and one Brindle Cow

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 Edward T Allen

the sum of Thirty nine — dollars and Ninety four cents for his ~~for~~

damages, together with $ 6.20 for his costs, with interest thereon from the 10th day of January A. D. 1849 until paid, which late in our said Court the said Edward T Allen recovered against the said Charles Holloway

as of record is manifest. Also, $ 8.39 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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 Edward T Allen

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

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

James Turner Clerk.

D C A 106

Edward S Allen
vs
Charles Holloway

Debt $38.37
Costs 6 20
Accrue cost 4.76
This writ 75

Filed Oct 18 1852
Francis Skinner Clerk

Received this writ August 31st 1852
Advertised the within described Property for sale in the Marysville Tribune a newspaper Published and in general Circulation in union County Ohio for at Least ten days previous to the day of sale, affidavits to wit on the 18th day of October AD 1852 it being the day advertised and said Property to be sold I offered the said Property for Sale by Public Auction between the Legal hours at the Residence of the Defendant and not sold for want of Bidders

	Fees Mileage	70
	Fees	35
	Advertising	25
Oct 18th 1852	Return	10
	Printers fee	1 50
		2 90

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~~ Goods and Chattles of Charles Halloway to wit one Gray horse one one horse waggon one Two year old heifer one Brindle Cow

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 Edward I Allen the sum of Thirty Eight —— dollars and thirty seven cents for his Debt ~~for damages~~, together with $ 6,20 for his costs, with interest thereon from the 10th day of January A. D. 1849 until paid, which late in our said Court the said Edward I Allen recovered against the said Charles Holloway as of record is manifest. Also, $ 4.76 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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 Edward I Allen

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

Witness, JAMES ~~KINKADE Jr.~~ Turner, Clerk of said Court at the Court House in Marysville, this 31 day of August A. D. 1852

James Turner Clerk.

D. A. 106

E. G. Allen
vs
Charles Holloway

Debt $38,31
Costs 6,20
Increase costs 26,94
Alias writ 73

Recorded

Received this writ April 27th A.D. 1853 & Levied the same May 21st A.D. 1853 by levying on one sorrel mare. The two horse wagon, the seventeen head of hogs & the two spring calves named within were not found. The within named grey mare is dead. I advertised one sorrel mare, one one horse wagon, two cows, one two year old steer, one two year old heifer and one set of carpenters tools at least ten days in the Marysville Tribune a newspaper published and in general circulation in Union county. Afterwards to wit on the 2nd day of June A.D. 1853 it being the time said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders.

Fees Service	,35
Levy	35
Mileage	1,00
Advertisement	25
Printers fee	1,50
Return	10
	$3,55

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 Goods & Chattels of Charles Holloway to wit One gray horse, One, One horse waggon one two horse waggon one two year old heifer one brindle Cow, One yearling heifer, One yearling Steer, One red Cow Seventeen head of hogs two Spring Calves and One set of Carpenters tools

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 Edward G. Allen

the sum of Thirty eight dollars, and 37 cents for per judgment ~~for damages~~, together with Six 20/100 dollars for 20 ths costs, with interest thereon from the 10th day of January A. D. 1849 until paid, which late in our said Court the said Edward G. Allen

recovered against the said Charles Holloway

as of record is manifest. Also, $ 26,94 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 27th day of April A. D. 1855.

Taber Randall Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0055

Law No. 44

Aro Hudson

vs

Thompson Bishop

Trial Bill made Record

Recorded

Union Common Pleas

Area Hudson
vs
Thompson Bishop

Precipe

Filed September 29. 1857
Jas Kinkade Jr clerk

C V R
Attys for plffs.

Area Hudson
vs
Thompson Bishop

Court of Common Pleas
In Assumpsit
Damages $5000.

Issue a summons returnable forthwith. = Indorse "Suit brought to recover damages for the breach of a promise of marriage made by the defendant to the plaintiff, therefore, to wit on the twentieth day of April AD 1850 = Damages claimed $5000."
To the clerk of the court of Common Pleas
of Union County Ohio

Dated Sep. 29 AD 1851

Curry & Robinson
Attys for Plff

Union Common Pleas

Area Hudson

vs

Thompson Bishop

"Suit brought to recover damages for the breach of a promise of marriage made by the defendant to the plaintiff heretofore to wit on the twenty etto day of April A.D. 1850. Damages claimed $5000.

Curry & Robinson
Attys for Plff."

Filed September 30. 1857
Ja S Kirkpatrick Jr Clerk

Received this writ Sept 30 D 1857

Served this writ September 30 1857 by delivering to Thompson Bishop a certified copy of this writ

Serv 3 50
Copy 20/60

William Allen Shff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Thompson Bishop

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

Area Hudson

in a plea of Assumpsit damages Five Thousand dollars

and have you then there this writ.

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

the 29th day of September A.D., 1857

James Kinkade Jr Clerk.

the defendant to marry the defendant, he the said defendant undertook and then & there promised to marry her the said plaintiff; and the plaintiff avers that she confiding in the defendant's said promise hath always since the making of the same remained and continued unmarried, and has been ready and willing to marry the defendant, to wit, at the county of Mum aforesaid, and although a reasonable time for the defendant to marry the plaintiff has elapsed yet the defendant afterwards, to wit on the tenth day of April AD 1857 at the county of Mum aforesaid, wrongfully and injuriously refused ~~them~~ ~~intermarry~~ and there, or ever to marry, and hath thence hitherto refused to intermarry with the plaintiff, and then and there wrongfully discharged the plaintiff from requesting him to marry her the said plaintiff; to the plaintiffs damage five thousand dollars & therefore she brings suit &c

Curry & Robinson Attys for Pltff

Mum Com. Pleas
Alice Nuckles
vs
Thomas B. Cooper
Declaration

Filed November 4th 1857
Samuel Nickles Clerk

Copy
Copied 12 Nov 1857

State of Ohio } Court of Common Pleas
Union County ss } September Term 1861

Area Hudson complains of Thompson Bishop in a plea of Assumpsit, for that, whereas, heretofore, to wit, on the twentieth day of April AD 1850, at the county of Union aforesaid, in consideration, that the plaintiff being unmarried, at the request of the defendant, had then and there promised the defendant to marry the defendant, he, the defendant, undertook and then and there promised the plaintiff, to marry the plaintiff, and the plaintiff avers that she, confiding in the said promise of the defendant hath always, from thence, hitherto, remained, and still is unmarried and was during all the time aforesaid, and still is ready and willing to marry the defendant to wit, at the county of Union aforesaid, whereof he always, there had notice; and although the plaintiff after the making the defendants said promise, to wit on the twentieth day of March AD 1857 at the county of Union aforesaid, requested the defendant to marry her the said plaintiff, and a reasonable time for his so doing hath elapsed, yet the defendant, disregarding his said promise hath deceived the plaintiff in this, to wit, that he did not, nor would within a reasonable time after he was so requested as aforesaid, or at any other time, marry her, the said plaintiff, but hath wholly neglected and refused so to do, to wit, at the county of Union aforesaid — And also, for that whereas the said Thompson Bishop heretofore, to wit, on the twentieth day of April AD 1850, at the county of Union aforesaid, in consideration that the plaintiff (being then & there unmarried), at the request of the defendant, had then and there promised

Civil/Domestic Case File

Case No. 1851-CV-0056

No. 51-CU-56

Union Common Pleas Court.

Edward T. Allen
Plaintiff,

AGAINST

Wm M. Baughn
Defendant.

SEP TERM, 1851

JUDGMENT VS DEFENDANT
$43 13

Journal 5 Page 65

Record No. 6 Page 129

Ex. Doc. A Page 106

Union Cm. Pleas

Edward J. Allen
v
William M. Baughan

Declaration

Filed Sept 29. 1857
J. Kim Radcliff for clerk

Recorded

Mr Lawrence Pl. Atty

The State of Ohio } Court of Common Pleas
Union County } September Term AD 1851

Edward T Allen complains of William M Baughan in a plea of assumpsit for that whereas the said Baughan on the 29th day of September AD 1851 at said Union County made his promissory note of that date in writing & delivered the same to the said Allen & thereby then & there promised to pay to the said Allen or order forty three Dollars and thirteen cents at the date thereof which period has now elapsed & the said Baughan then & there in consideration of the premises promised to pay the amount of the said note to the said Allen according to the tenor & effect thereof ~~Yet the said Baughan hath disregarded his promises & has not paid the said sum of money or any part thereof to the damage of the said Allen forty three Dollars and and thirteen cents & therefore the plaintiff sues &c~~ And also for that whereas the said defendant on the 25th day of September AD 1851 at said County was indebted to the said plaintiff in forty three Dollars and thirteen cents for money then & there had & received by the defendant for the use of the plaintiff Yet the said Baughan has disregarded his promises & has not paid the said sum of money or any part thereof to the damage of the said Allen forty three Dollars & thirteen cents & therefore the plaintiff sues &c

By Wm Lawrence
Pltffs atty.

Union Com Pleas

Edward L. Allen
vs
William M. Baughan

Warrant of Atty.
Plea & cognovit

Judgt in Assumpsit
on Warrant of Atty

Damages $43.13

Recorded

Filed Septr 29. 1857
J. W. Kirkpatrick Clk

Cost Bill made
Record

Wm Lawrence
Pltffs Atty

Doc. p 4

Debt 41.55 May 21. 1851

Costs	22
	25
Trans	31
	42.33
Int	80
	43.13

For value received I promise to pay Edward T. Allen or order forty three dollars and thirteen cents And I hereby authorize & empower any Attorney at Law to appear in any Court of Record for me & in my name to waive the issuing & service of process & confess Judgment against me & in favor of Edward T. Allen for forty three dollars & thirteen cents & for costs of suit & thereupon to release all errors, & waive all right of appeal & all right to sue out & prosecute a writ of error Witness my hand & seal September 29. 1851

W. M. Baughan (Seal)

Edward T. Allen
vs
William M Baughan } Court of Common Pleas of Pearl County Miss

And the said William M Baughan above named by P. B. Cole his Attorney under & by virtue of a warrant of Attorney hereunto filed comes & waives the issuing & service of process herein & enters the appearance of said Baughan & for plea says he can not deny the action of the plaintiff nor but that he the said defendant did promise as the said plaintiff hath complained nor but that the plaintiff hath sustained damages in the premises to the amount of forty three Dollars & 13 Cents & confesses Judgment therefor & for costs of suit & all errors are hereby released, all right of appeal is waived & all all right to sue out or prosecute a writ of error is waived September 29. 1851

P B Cole
Atty for Defendant

A. 106

Edward J. Allen
vs
William McBaugher

Damages $43.13
Costs 2.66
Int.

Filed March 26 1852
Lewis Leeper Clerk

Mr Lawrence Atty for
Plff

March 26

Received this writ October 26th 1851
Levied February 26 1852 upon the following property to wit one Sorrel Mare and one Grey Mare Advertised the above Property for Sale by Publication in the Marysville Tribune a Newspaper Published in union County Ohio and in general circulation for at Least ten days previous to the day of Sale afterwards to wit on the 26th day of March AD 1852 it being the day I Advertised said property to be sold offered the Same at Public Auction at the Residence of the Defendant and not Sold for want of Bidders

	Fees Mileage	90
Received on this Execution	Levis	35
Seventy dollars and forty five cts	Levy	35
March	Bond	50
the 25 1852	Poundage	14
	Advertising	25
	Printers fee	150
		399

Returned my fee

William L Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 29th day of September A. D. 1857 Edward T. Allen recovered against William M. Baughn

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Forty three dollars and thirteen cents, for his damages; as also the sum of $ 2,66 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William M Baughn

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 29th day of September A. D. 1857 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 Edward T Allen

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 26th day of October A. D., 1857

James Kinkade jr Clerk.

No A 106

Edward P Allen
vs
William M Baughe

Damages $48.13
Costs 2.66
Increase cost 10.49
This writ 1.8

Paid Mover
25 1852 $12.45

Received this writ July 13th 1853
Had the within described Property 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 8th day of November AD 1853 it being the day I advertised said Property to be sold offered the same at the residence of the Defendant and not sold for want of Bidders November 21st 1853

Fees Mileage	3-0
Fees	35
Advertising	25
return	10
	2 00
Printers fee	70
Poundage	$3,90

September 14th 1853 Received of the Defendant thirty five dollars and Paid the same to W C Lawrence Atty for Plff November 22d 1853

W M Martin Shff

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 William M Baughan, to wit one Sorrel Mare & one Gray Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Edward I Allen the sum of Forty three _____ dollars and thirteen cents for his ~~for~~ damages together with $ 2.66 for his costs, with interest thereon from the 29 day of September A. D. 1857 until paid, which late in our said Court the said Edward I Allen recovered against the said William M Baughan as of record is manifest. Also, $ 14 49 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 Edward I Allen

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 13th day of July A. D. 1853

James Turner *Clerk.*

D A 106

E J Allen

vs

Jno M Baughan

Damages $43.13
Costs 2.66
Increase costs 1.12
This writ 73

Pair Moree
25 - 1852 $7.45
Sept 14 1853 35.00
42.45

Filed April 12 1854
James Turner Clerk

Ent 5 71

Received this writ December 10th 1853

Levied the within execution upon the property in the Marquis Urbina a New paper published and in General circulation in Union County Ohio for at least ten days previous to the day of sale, which shall be on the 14th day of March A.D. 1854 at ten o'clock A.M. of said day, the time and place fixed for sale, be the time the legal hours fixed for Court of Bidders

Geo Milose 50
Fees 35
Advertising 25
Return 10
Printing fee 1.00
$2.20

Wm C Mahin Shff

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 William M Baughan, to wit one Lonel Mare & one gray mare

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

the sum of Forty three ——— dollars and 13 cents for his ~~for~~ damages together with $ 2,66 for his costs, with interest thereon from the 29th day of September A. D. 1857 until paid, which late in our said Court the said Edward J. Allen recovered against the said William M Baughan

as of record is manifest. Also, $ ~~19.12~~ (19.12) 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 Edward J Allen

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 10th day of December A. D. 1857

James Turner Clerk.

D A 106

Edwards & Allen

vs

William M Baughman

Damages	$43.13
Cost	2.66
Increase Cost	4.40
This writ	73

Rec'd March 25 - 1853
$7.45
Filed Oct 18 - 1852
James Turner Clerk

Received this writ August 31st 1852
Advertised the within described property for sale in the Marysville Journal a newspaper 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 18th day October it being the day i advertised said Property to be sold offered the same at the Residence of the Defendant between the Legal hours of ten o'clock A M and four o'clock P M and not sold for want of Bidders

Fees

Oct 18th 1852	Milage	40
	Fees	35
	Advertising	25
	Return	10
	Printers fee	150
		260

William C Mills Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods and Chattles of William M Baughan to wit one Sorrel Mare and one Gray Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Edward I Allen the sum of Forty three ——— dollars and thirteen cents for his ~~for~~ damages, together with $ 2.66. for his costs, with interest thereon from the 29th day of September A. D. 1857 until paid, which late in our said Court the said Edward I Allen recovered against the said William M Baughan

as of record is manifest. Also, $ 4.40 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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 Edward I Allen

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 31 day of August A. D. 1852

James Lowner Clerk.

Case 21

38

Post Office
25-1852 $7.45

Filed Aug 24-1853
James Shaw Clk

Filing
Mileage $43.13
Sale 2.66
Return 7.73
Advertising 73

Edward S. Allen
vs

William M Baughman

D J 106

Received this writ November 29 1852
Advertised the within described Personal Property for sale in the Mansfield Tribune a newspaper Published ~~[illegible]~~ and in General circulation in Union County Ohio for at least ten days previous to the day of sale; aforesaid to wit: on the 21st day of February A D 1853 it being the day advertised since ~~[illegible]~~ 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 the residence of William M Baughman at public auction and not sold for want of Bidders

	Fees Milage	40
	Fees	35
	Advertising	25
Feb 23 1853	Return	10
	Printers fee	1 50
		$2.60

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 goods and Chattles of William M Baughan To wit, one sorrel Mare one Gray Mare

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 Edward I Allen the sum of Forty three dollars and thirteen cents for his Damages Together with $2.66 for his costs with interest thereon from the 29th day of September 1857 until paid which late in our said Court the said Edward I Allen recovered against the said William M Baughan as of record is manifest. Also $7.73 increase of Costs and the accruing costs and that you have the same before the said Court at the Court House in Marysville on the first day of their next Term to render unto said Edward I Allen

Hereof fail not at your peril and have then there this writ Witness James Downer clerk of said Court at the Court House in Marysville this 29th day of November A.D. 1852

James Downer Clerk

D. A. 106

Edward S. Allen
vs
William M. Baughn

Damages $4343
Costs 2.66
Increasement 11.06
This writ 73

Filed June 4 1853
James Dunlap Clk
March 25-1852
Paid $1.45

Levy see next

Received this writ April 9th 1853
Advertised the within described Property for Sale in the Marysville Intuner 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 30th day of May AD 1853 it being the day i advertised said Property to be sold offered the same for sale by Public Auction at the Residence of the Defendant between the Legal hours of ten o'clock A M and four o'clock P M and not sold for want of Biddes

June 4th 1853

Fees	Milage	45
	Levy	35
	Advertising	25
	Printers fee	1 50
	Return	15
		$2.70

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~~ Goods & Chattles of William M Baughan. To wit one sorel Mare & one Gray Mare

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

the sum of Forty three _____ dollars and thirteen cents for his ~~for~~ damages together with $ 2.66 for his costs, with interest thereon from the 29th day of September A. D. 1857 until paid, which late in our said Court the said Edward I Allen recovered against the said William M Baughan.

as of record is manifest. Also, $11.06 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 Edward I Allen

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 9th day of April A. D. 1853

James Turner Clerk.

Civil/Domestic Case File

Case No. 1851-CV-0057

No. 51-CU-57

Union Common Pleas Court.

Martha Galloway
Plaintiff,

AGAINST

Harrison Patch,
Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

$106—

Journal 5 Page 187

Record No. 6 Page 322

Ex. Doc. 4 Page 288

No ~~[illegible]~~ No ~~15~~ 6

Martha Galloway
Admr of the Estate
James Galloway
vs
Harman Pater

Cost bill
made Decree

Union Common Pleas

Martha Galloway
Administratrix of the estate of
James Galloway
vs
Harmon Patch

Praecipe

Filed September 30. 1857
J A Kirkpatrick for clerk

/

C & V
Attys for plff

Martha Galloway. Administratrix
of the Estate of James Galloway decd
vs
Harmon Patch

Court of Common Pleas
In Covenant
Damages two hundred dollars

Issue a summons returnable ~~at the next term~~ forthwith
Indorse on the writ "Suit brought to recover damages
for the breach of covenants. "to clear land. build a
cabin. & leave premises in tenable repair". made
in articles of agreement entered into between the defen-
dant & James Galloway deceased. which were dated January
17th AD 1845 = Damages claimed as Administratrix aforesd
two hundred dollars //

To the clerk of the Court of Common
Pleas of Union County Ohio
Dated Sep. 29th, 1851

Curry & Robinson
Attys for plff

Union Common Pleas

Martha Galloway Admrx of the Estate of James Galloway decd

vs

Harmon Patch

Filed Oct 1. 1857
James Kirkade pctk

"Suit brought to recover damages for the breach of Covenants "to Clear land build a Cabin & leave premises in tenable repair" made in articles of agreement entered into between the defendant & James Galloway deceased, which were dated January 17th AD. 1845 = Damages Claimed as Administratrix aforesaid Two hundred dollars."

Curry & Robinson
Attys for Plff

Received this writ Oct 30. 1857
Issued this writ by delivering to Harmon Patch
a certified copy of this writ Oct 30 1857

Sas Marshal 30
Ferr 35
Copy 20
$ 1.05

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Harmon Patch

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 Martha Galloway administratrix of the Estate of James Galloway decsd,

in a plea of Covenant damages Two hundred dollars

and have you then there this writ.

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

the 30th day of September A. D., 1857

James Kinkade Jr Clerk.

Martha Galloway
Administratrix &c

v

Harmon Patch

Declaration

Filed July 26 1852
James Dunn Clerk

3

641

And the plaintiff here brings into court, the letters of administration of the goods and estate which were of the said James Galloway at the time of his death and which letters were after the death of the said James Galloway to wit, on the 7th day of October AD 1850 granted to the plaintiff by the court of Common Pleas of Greene County and state of Ohio in due form of law, and give sufficient evidence to the said court here of the said grant of administration to the plaintiff

Cary & Pelton
Attys. for Pltff

The State of Ohio — Court of Common Pleas
Union County ss — September Term 1851

Martha Galloway Administratrix of the estate of James Galloway deceased complains of Harmon Patch in a plea of Covenant for that whereas heretofore to wit on the 17th day of January AD 1845 at the county aforesaid by a certain indenture then and there made between the defendant and the said James Galloway, which indenture sealed with their seals, the plaintiff now brings here into court, the said James Galloway, since deceased, did lease unto the defendant one hundred and thirty eight acres of land situate in said county of Union, being in the Westerly corner of Robert Means survey No. 5166, to run from said corner with the line of said survey S. 37° E. 200 poles; thence at right angles N. 53° E. 111 poles; thence N. 37° W. parallel with the first line 200 poles to the line of said survey thence with said line S. 53° W. 111 poles to the begining; To have and to hold the same to the said defendant to the full end and term of five years from and after the first day of the April thence next ensuing said date, to wit from and after the first day of April AD 1845, and the defendant did thereby covenant, promise and agree to and with the said James Galloway that he the defendant should and would fence and clean in a farmer like manner thirty five acres of the land aforesaid, over, above and besides, the fifteen acres which was cleared at the date first aforesaid; Also that he the said defendant should and would erect and build upon said premises a Cabin not less than twenty feet long, and eighteen feet wide, with two plank floors, and one story and a half high, during the term aforesaid; Also should and would prevent the timber on said premises and on the land of said Galloway adjoining said premises from being destroyed by tresspassers Also should and would at the end of said term surrender yield and deliver up said premises, to said James Galloway in good tenantable repair — By virtue of which demise the said defendant then and there entered into said demised premises with the appurtenances and became and was thereof possessed

and continued so thereof possessed from thence until the said demise
ended and determined, to wit the first day of April AD 1850
yet the defendant did not, nor would after the making of said
indenture and during the term aforesaid thereby granted, fence
and clear thirty five acres or any part thereof, of ~~the~~ land
aforesaid, nor has he since that time fenced and cleared the
same, or any part thereof; and did not nor would after the
making of said indenture and during said term granted
as aforesaid build a Cabin on said premises one and a half stories high
twenty feet
long and eighteen feet wide, with two plank floors in it;
nor did, nor would prevent the destruction of the timber
~~and on the land of said Galloway adjoining said premises~~
on said premises; nor did nor would prevent the destruction
of timber upon said James Galloways land adjoining said
premises; nor did nor would at the expiration of said
term yield and deliver up said premises in good tenable repair to the said James
Galloway while he was still living; but on the contrary
thereof, the defendant, after the making of said indenture
and during the term aforesaid, while he was possessed as
aforesaid and during the life time of said James Galloway, to wit
to the end of said term, suffered and permitted said premises
to remain ~~unfenced and~~ uncleared; suffered the timber on
said premises and on said Galloways adjoining lands to be destroyed
by tresspassers; and left said Cabin unbuilt, and delivered
the premises aforesaid to the said James Galloway in his life time
at the expiration of said term in an untenantable con-
dition, and did not fulfill and compete the covenants aforesaid
according to the tenor and meaning of the same as they are
set forth in said indenture; nor has the defendant since the
expiration of said term fulfilled said covenants, or either of
them; by reason whereof ~~the said~~ Galloways Estate was
greatly damaged; to wit, the said plaintiff is thereby
damaged as administrator as aforesaid the sum of two
hundred dollars and therefore he sues &c

Norman Patch
ads
Martha Sollows
Adm

Filed Nov 9 1852
James Lemon Clerk

J. C. Dougherty
Atty for Respondent

Norman Patch
ads-
Martha Galloway
Adm.rx of the Estate
of James Galloway.
deceased

In Union Common
Pleas-

And the said
Norman Patch comes
and defends-&, and says
that he did fulfill and
complete his said covenants
in the said ~~Articles of agreement~~ Indentures
said Declaration mentioned, according
to the tenor and effect thereof- each of
them and all of them, and of this
he puts himself upon the country &c.
And the said Martha ~~Galloway~~ Administratrix
of the Estate of James Galloway deceased
doth the like-

J. C. Dougherty Atty
for Defendant

Martha Galloway
admrx of the Estate of
James Galloway dec'd
vs

Harman Patch

Suit for Wit

Filed March 22 1853
James Lowan Clerk

Recd this writ by Reading to David Beard March 11 1853
by Reading to James Netter and James Moorhum
March 18 1853
March 22 1853

Fees Mileage 40
Serv 37½
Return 10
$ 7.77½

William L. Muhr Sheriff Per Harman Patch

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James Ketch David Beard James Woodburn

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 Defendant in a certain controversy in said Court depending, wherein Martha Galloway Admx of James Galloway, Dec'd is Plaintiff, and Harman Patch 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 16th day of March A. D. 1853

James Turner Clerk.

Martha Galloway
Admrx of
James Galloway
vs
Thomas Walker
Sub for Cost

Filed March 29th 1853
Thomas Turner Clerk

Recd this writ by Recing to William Pitthen March 14th 1853 Recd by Recing to Andrew S Pitthen March 22 1853 fee demanded and not Paid March 22 1853

Fees Milage	125
Levy	25
Return	10
	$1.60

W C Mullins Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Andrew S Stithem &
William Stithem

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 Martha Galloway Admx of James Galloway is Plaintiff, and Harmon Batch 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 17th day of March A. D. 1853

James Turner Clerk.

Galloway

vs

Patch

Prec. for Mts

Filed March 17 1853
James Turner Clerk

Patch
vs
Galloway

Martha Galloway
Administratrix of
James Galloway } Mun Com. Pleas
vs
Harmon Patch

Issue subpoena for William Stithem, and Samuel Stithem
Witnesses for the Plaintiff
To the Clerk
of Mun Com Pleas Curry & Robinson
Attys for Pltff
March 17th 1853

Sub. for Wit.

Filed March 16 1853
James Turner Clerk

Martha Galloway
Admrs of the Estate of
James Galloway Decd
vs
Harmon Patch

Court of Com. Pleas

Issue Subpoenas for the following Witnesses for the defendant in the above case, James Ketch, David Beard and James Woodburn.

To the Clerk of Court of Com. Pleas
March 16th 1853.

J B Allen Atty for deft.

Galloway

State of Ohio, Greene County, ss:

Court of Common Pleas.

To all who shall see these presents, greeting:

WHEREAS James Galloway late of the County of Greene, and State of Ohio, died intestate, whereby it becomes expedient that the Court of Common Pleas, within and for the county aforesaid, should appoint some suitable and trusty person, or persons to collect and administer all and singular, the goods, chattels, rights and credits of the said James Galloway deceased, whereof he died possessed: KNOW YE THEREFORE, That the said Court of Common Pleas have appointed, and by these presents do appoint Martha Galloway

administratrix of all and singular the goods, chattels, rights and credits of the deceased, and granting to said administratrix all and singular the power necessary, and by law required, to enable her to take an inventory of, collect, sue for and recover, all and singular, the goods, chattels, rights and credits of the said deceased; and out of the same, or such part thereof as shall come to her hands, the debts of the said deceased, to pay and discharge according to law; and the rest and residue of the said goods, chattels, rights and credits, to make a just and lawful distribution, and the same fully to administer in all things as by law is required. And the court do appoint Ben Nesbitt George Townsley and John Patterson appraisers, who are hereby ordered, having first been duly sworn, that they proceed to appraise the personal estate of said deceased according to law.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Seal of our Court of Common Pleas, at Xenia this 7th day of October in the year of our Lord, one thousand eight hundred and fifty

James P Winans
CLERK.

Civil/Domestic Case File

Case No. 1851-CV-0058

No. 51-CW-58

Union Common Pleas Court.

Thomas Thurlinson for use,
Plaintiff,

AGAINST

David Corkler,
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT
$1000 co

Journal 5 Page 160

Record No. 6 Page 256

Ex. Doc. A Page 213

Thomas Lowlines
to by his mark fro
Thomas Lowlines
29

David Lowkle

Recorded

T. Jonkins & wife
Journal

vs.

Praecipe

David Conklin

Filed October 4th 1857
James Kinkaden clerk

Cole & Porter

Thomas Tomlinson Jr.
by Thomas Tomlinson his
next friend
vs

David Conklin

In case
Damages $2000.

Issue a Summons returable forthwith. Endorse "Suit brought to recover Damages for slanderous words spoken by defendant on or about the 7th day of July 1851 of and concerning the plaintiff. Also for libel ~~written~~ written ~~and published~~ and published by Def't of and concerning the plaintiff at the County of Lucas ~~damages~~ damages claimed Four Thousand Dollars

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

Cole & Porter
Attys for Plff

Oct. 3. 1851.

Union Com Pleas

Thomas Tomlinson pr by Thomas Tomlinson his next friend

vs

David Conklin

Filed October 4th 1857
James Kirkade p Clerk

"Suit brought to recover damages for Slanderous words spoken by defendant on or about the 7th day of July 1857 of and concerning the plaintiff also for libel written uttered and published by deft. about the 7th of July 1857 of and concerning the plaintiff at the County of Union damages claimed Two thousand dollars

Cole & Porter attys for Pltff."

~~Recd this writ October 4th 1857~~
~~Served this writ by delivering to defendant a certified~~
~~copy of this writ October 4th 1857 Jas Millage~~
~~Costs Fees~~
~~Jas Millage~~
~~Fees~~
~~Copy~~
~~Mileage~~
~~Attd~~
~~Attd~~

Recd this writ October 4th 1857
Served Conklin a certified
copy of this writ Oct 4th 1857
Jas Millage 60
Fees 35
Copy 20
11 5
William C. Davis Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon David Conklin

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

Thomas Tomlinson Jr. by Thomas Tomlinson his next friend

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 4th day of October A. D., 1857

James Kinkade Jr Clerk.

Thomas Tomlinson
by next friend
to
[illegible]

David Cockle

Filed November
14th 1857
[illegible]
Ja Kirkade Jr clerk

Cole & Pace

[illegible]
Copies

State of Ohio } Court of Common pleas September
Union County ss } her Term A D 1851

Thomas Tomlinson Junior by Thomas Tomlinson his father who is admitted by the Court here to prosecute for the said Thomas Tomlinson Junior, who is an infant within the age of twenty one years, as the next friend of the said Thomas Tomlinson Junior complains of David Conklin in a plea of Case for that whereas the plaintiff 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 good opinion of diverse persons yet defendant well knowing the premises, but contriving and wickedly and maliciously intending to injure the plaintiff and to bring him into public scandal and disgrace heretofore to wit on the seventh day of July in the year one thousand eight hundred and fifty one, at the County of Union, falsely wickedly and maliciously did compose and publish and caused to be composed and published of and concerning the plaintiff a certain false scandalous and defamatory libel containing among other things the false scandalous malicious defamatory and libelous matters following of and concerning the plaintiff, that is to say. "On or about the seventh day of July in the year 1851 in the County of Union and State of Ohio, that the said David Conklin (meaning defendant) when on his way to Richey and Chenaways mill that he (meaning defendant) seen one of Mr. Tomlinsons boys (meaning one of the boys of plaintiff's next friend) supposed it to be Thomas (meaning Thomas Tomlinson Junior the plaintiff) in the Road (near Mr. Tomlinsons orchard, frigging a sheep. (thereby meaning

that he ~~(defendant)~~ plaintiff then and there against the order of nature carnally knew said sheep)

And the defendant further contriving and intending as aforesaid heretofore to wit on or about the ~~seventh~~ day of July A.D. 1851 one thousand eight hundred and fifty one at the County aforesaid falsely wickedly and maliciously did compose and publish a certain other false scandalous malicious and defamatory libel of and concerning the plaintiff containing among other things the false scandalous malicious defamatory and libelous matters following that is to say. "On or about the seventh day of July in the year 1851 in the County of Union and State of Ohio. that the said David Conklin Sen one of Mr. Tomlinson's boys. (meaning one of the boys of plaintiffs next friend) ~~suppo~~ supposed it to be Thomas (meaning the plaintiff) in the road opposite Mr. Tomlinson's orchard "fixing a sheep." — (thereby meaning that the plaintiff then and there against the order of nature carnally knew said sheep.)

And the defendant further contriving and intending as aforesaid heretofore to wit on the seventh day of July A.D. one thousand eight hundred and fifty one at the County of Union aforesaid in a certain discourse then and there had of and concerning the plaintiff did in the presence and hearing of divers persons maliciously and falsely speak and publish of and concerning the plaintiff the following false scandalous and defamatory words that is to say. I (meaning the defendant) as I (again meaning the defendant) was going to

Richey & Selman, Mill Saw Tom. Tomlinson (meaning the plaintiff Thomas Tomlinson Junior) filing a Sheep (thereby meaning that the said plaintiff then and there carnally knew said sheep.) by means of which said ~~premises~~ grievances the plaintiff hath been and is greatly injured in his aforesaid good name reputation and credit and brought into public scandal and disgrace and hath been shunned and avoided by divers persons and otherwise injured, to the plaintiffs damages of Two thousand Dollars and therefore he sues &c

By Cole & Porter Attys.
for Pltff

Thomas Lowndes &
Thomas Lowndes
vs
Davis Conklin

Writ for Writ

Filed October 28 1852
Frances Lewis Clerk

Served this writ by reading to Colvin Richey Henry Harnham Jr
James B Richey Wareat Owens and Ann Lowndes
Oct 21st 1852 Henry Harnham and Colvin Richey demanded their
fees which were not paid Served this writ by reading to
Joseph Collumber October 28th 1852
Bell Selman Not found

Fees Mileage	100
Serv	87½
	1,87½

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Henry Foerner Jr Calvin Richey Joseph Columber Beal Selman James B Richey Ann Tomlinson Garret Owen with notice to produce the original affidavit filed before him by said Conklin

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 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 Thomas Tomlinson Jr by his next friend Thomas Tomlinson is Plaintiff, and David Conklin 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 Oct A. D., 1852

James Turner Clerk.

7,26

David Conklin

ads

Thomas Tomlinson Jr
per Thomas Tomlinson
his next friend

Plea

Filed July 8 1852
James Lynn Clerk

David Conklin
vs
Thomas Tomlinson Jr by his next friend Thomas Tomlinson

Union Common Pleas
~~Ejectment~~ Case

And the said defendant by his Attys Curry & Robinson comes and defends &c and says that he is not guilty of the said supposed 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 in said third count in said declaration, thereof complained against him. And of this he the said defendant puts himself upon the country & the plaintiff doth the like

Curry & Robinson
Attys for Defts

Union Com Pleas

Joinder in Dem^r

Filed March 25 1852
James Trower Clerk

Cole & Porter

Thomas Tomlinson pr by his
next friend Thomas Tomlinson
v
David Conklin

} Union Common Pleas

And the said Thomas Tomlinson pr by ~~Thomas~~ Tomlinson his next friend, says that the third Count in his declaration aforesaid is sufficient in Law to maintain his action aforesaid and that he is ready to verify the same; Wherefore he prays judgement and his damages aforesaid to be adjudged to him

Cole & Porter Attys
for Plaintiff

Min Com. Pleas

Thomas Tomlinson p.
by his next Friend
Thomas Tomlinson
vs

David Conklin

Plea &c

Filed December 3d 1857
Pat Kinkade for Clerk

C & R

Thomas Tomlinson pl. by his
next friend Thomas Tomlinson

vs

David Conklin } Main Common Pleas
In Case

And the said defendant by his attorneys comes and defends the wrong and injury when &c and says that as to the first and second count in said declaration he is not guilty of the said supposed grievances therein laid in said first and second count to his charge or any or either or any part thereof in manner and form as the said plaintiff hath therein above declared against him and of this he the said defendant puts himself upon the country &c

And as to the third count in said declaration he the said defendant says said third count in said declaration is not sufficient in law.

Curry & Robinson
Attys of Deft

Filed March 16 1852
James Lowner Clerk

Thomas Tomlinson Jr By
his next friend
Thomas Tomlinson
v
David Conklin

Issue a Subpoena Returnable
at next term Common Pleas
Court for the following
witnesses —
Calvin Richey
James Richey Henry Tarrming
Ann Tomlinson, Wareet Owen — Also a
notice to Wareet Owen Esq. to bring the Affidavit
filed before him by said Conklin in the above
case

Cole & Porter Attys
for Pl

Proceed pro Wit, &

Filed May 28 1852

James Lemmer Clerk

C. B. P.

Thomas Tomlinson Jr by his next Friend Thomas Tomlinson
vs
David Conklin

Issue a subpoena returnable next term of Common pleas Court for the following witnesses to wit Henry Tannum Colvin Richey Joseph Cochumber Neal Schman, Ann Tomlinson James Richey Merret Owen – Add ~~for~~ a notem for merret Owen to produce to Original affidavit filed before said Owen by said Conklin in the above case

To the Clerk of Union Common Pleas
May 28th 1852

E & P

Area Hudson
vs
Thompson Bishop

Jury

James M Welsh
Garret Harris
A Riley
A G. Lewis
John W Cherry
Elisha Brownson
Joseph K Richy
Garret Olver
John Organ
William Winset
John Sager
Abraham Sager

Tomlinson
vs
Conklin

Jury

Henry Beach
Appellas Eastman
A Riley
A G Lewis
John W Cherry
Elisha Brownson
James Storatt
John Organ
C S Hamilton
William Winset
John Sager
Abraham Sager

Adm^rs of S L Miller
vs
Stephen McLean } No 3

J T Wells & B. Wood
Adm^rs
vs
James White et al } 7

S Wood & son
vs
S G Strong } 8

Rutt Kiser
vs
S G Strong } 16

John Bowyer
vs
J Brice Koons et } 26

J W Custis
vs
John Deck et } 57 (in

J W Custis
vs
Frances B Barnett } 58 (in

Thomas Tomlinson By
by his next friend
Thomas Tomlinson
vs
David Conklin

Sub for wit

Filed June 4 1852
James Dunn Clerk

Cole & Porter
Atty for Plff

Levied this writ by Reading to Each of the within
Named Persons & Except Benjamin Patterson
June 2d 1852 Geo Milose 60
Levis 62½
7.22½

William L Mills Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Henry Harmon Calvin Richey Joseph Columber Beal Silman Ann Tomlinson James Richey Wakit Owen Notify said Owen to produce the original affidavit filed before him by said Conklin in this case

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 Fifth 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 Thomas Tomlinson Jr by his ext friend Thomas Tomlinson is Plaintiff, and David Conklin is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Downer

Witness, ~~JAMES KINKADE, Jr.~~, Clerk of our said Court, at the Court House in Marysville, this 28 day of May A. D., 185 2

James Downer Clerk.

Sheriff's Return

Thomas Donlinson &
5 Thomas Dunlin Ten
Pet of O'Brien
vs
Patrick Boulton's
Sub for Ca'l

Filed March 30 1852
Jas Lynn Clerk

Served this writ By Reading to the within named
Cohen Riley March 17th 1852
By Reading to James Riley March 21 1852
By Reading to Anne Donlinson March, 29, 1852
By Reading to Harriet Owens March 29, 1852
By Reading to Henry Farnum March 26th 1852

Fees	
Milage	35
Levis	62½
	97½

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Calvin Richey, Ann Tomlinson James Richey, Henry Hamum & Warret Owen you will notify said Warret Owen to bring the officers filed before him by said Conklin in this case

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 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 Thomas Tomlinson by Thomas Tomlinson his next Friend is Plaintiff, and David Conklin 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 16 day of March A. D., 1852

James Turner

James Turner Clerk.

19

Ethan Lawrence Jr

v

David Conkle

Plea for Writ

Filed Oct 21 - 1852

James Irvin Clerk

Thomas Tomlinson Jr by
his next friend

v

David Conklin

Issue a Subpoena
for the following
witness to wit. Henry Turner Jr
Calvin Richey Joseph Columbe
Paul Selman James B. Richey
Ann Tomlinson. Warrent Owen; Serve
Warrent Owen with notice to produce
the Original affidavit filed before him
by David Conklin, relative to the above
Case

Cole & Porter

Clerk Com pleas
Oct, 21st 1852

D. A. 213

Thomas Tomlinson Pr
by his next friend
Thomas Tomlinson

vs

David Conklin

Damages $1000.00
Costs 41.74
This writ 73

Filed March 10-1853
James Turner Clerk

Cole & Porter
Attys for Plff

Received this writ March 24 1852
Returned by order of Cole & Porter attys
March 10th 1853

Fees Mileage 5
Serv 35
Return 5
45

Milton Allen 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 Eighth day of November A. D. 1852 Thomas Lomlinson Jr by his next friend Thomas Lomlinson recovered against Davice Conklin

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

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

~~dollars and~~ ~~cents,~~ for his damages; as also the sum of $41, 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 Davice Conklin

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 15th day of November A. D. 1852 until paid; also the sum of $ 0 73 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Thomas Lomlinson Jr by his next friend Thomas Lomlinson

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

Witness JAMES ~~[illegible]~~ Lowmes, Clerk of said Court, at the Court House aforesaid, this 24th day of November A. D., 1852

James Lowmes Clerk.

Filed Nov 24th 1852

James Irons Clerk

Thomas Thomlinson
by his next friend
Thomas Tomlinson
v
Daniel Conklin

Assumpsit Common Pleas

Judgment one thousand
Dollars

Issued on execution
against Daniel Conklin in the above
case

Clerk Com Pleas
Nov 24th 1852

Cole & Porter
Atty, pr Thomlinson

Civil/Domestic Case File
Case No. 1851-CV-0059

No. 51-CV-59

Union Common Pleas Court.

Springfield & Mansfield RR Co
Plaintiff,

AGAINST

Wm Howard Keiro,
Defendant.

APR TERM 1854

JUD'G VS PLAINT'F

Journal 5 Page 296

Record No. No Record Page

Ex. Doc. A Page 439

Law No 5

Rail Road Co

vs

Hirs of Mr

Howard

cert Bill

made no Recen

The Springfield & Mansfield Railroad Company
vs
The Widow and Heirs of William Howard, deceased

Act of Appropriation

Filed December 4th 1857
James Kirkpatrick Jr Clk

H W McCoy Atty.

Know all men by these presents that "The Springfield and Mansfield Railroad Company" by virtue of the powers and privileges conferred by the act regulating Railroad Companies and by virtue of its other powers hereby appropriates the land and tenements, Rights and Interests below described and in pursuance of said act the said Railroad company now here deposits in the Clerks Office of the Court of Common Pleas in and for Union County the descriptions of the Land, Rights & Interests intended to be appropriated as follows, to wit,

1st A description of the land

A certain strip of land owned by the following named Widow & Heirs of William Howard deceased viz Nancy Howard - Nathan Howard Harriet Howard. and William M Howard.

situated in the County of Union and State of Ohio - said strip of land being 3139 feet long and 100 feet wide containing 7 Acres and 32 Rods of land and extending 50 feet on each side of the Centre stakes and along the line of the Springfield and Mansfield Railroad as located through that part of the following described tracts of land which is now owned by said Widow and Heirs viz Military survey No 5292 patented to James Galloway and Military survey No 5053 patented to Duncan McArthur

2nd The rights and interests intended to be appropriated by said company are

The right of using said strip of land absolutely and fully for a Railroad and workshops the right of appropriating all materials, implements belonging to said Widow and Heirs necessary for constructing and repairing said Railroad, and

a right of way over the adjacent lands of said owners sufficient to enable said Company to obtain said materials and convey them to said Railroad.

In witness whereof said Company have caused these presents to be signed by its President and Secretary said Company having no seal this 4th day of December AD 1851

C C Anthony Pres. of the S & K.R.R. Co

James Turner Sec.

By H B Wilson Agent of the S & K.R.R. Co

State of Ohio Union County ss.

Before the undersigned Clerk of the Court of Common Pleas in and for said County personally came H B Wilson who being duly sworn testifies that Charles C Anthony is President of the Springfield and Sandusky Railroad Company and that James Turner is Secretary of the same and that he (H B Wilson) is now agent of said Company

Sworn to and subscribed this 4th day of December AD 1851
James Kirkada Jr Clerk of Union Com Pleas

H B Wilson

State of Ohio Union County ss.

This day personally came Wm C. Malin who being duly sworn in solemn oath testifies that he delivered a true copy of the foregoing act of Appropriation to the said Nancy Hurond who is the Guardian of said Heirs.

Sworn to and subscribed this 19th day of December AD 1851
James Kirkada Jr Clerk of Union Com. Pleas.

On the 4th day of December AD 1851.

William C Malin

Fees Milage 00,75

Railroad. In pursuance of our said powers after being duly sworn and having actually viewed said premises, and upon consideration of the injury which said owners will sustain by reason of said appropriation — do now here make and return to the Clerk's Office of the Court of Common Pleas in and for Union County — our assessment of damages as follows, to wit, one hundred & forty dollars

The injury sustained by said ~~owners~~ Widow and Heirs by reason of the appropriation of said land rights and interests to the use of said Company being ~~to~~

Which we hereby assess to them —

Given under our hands and seals this day of December ~~AD~~ 1851

M. H. Wadkins (Seal)
B. Miller (Seal)
Robert Snoddy (Seal)

36
270
47

16
112
75
187

Filed 10 Oct 22 1852
The Mississippi & Mansfield Railroad Company
vs
The Widow and Heirs of William Howard Deceased

No 10

Narrow & Return

Filed Oct. 6th 1851
James Kirkwood Jr Clk

Widow Howard

Whereas "The Springfield and Mansfield Railroad Company" have shown to my satisfaction by affidavit and otherwise that on the 4th day of December A.D. 1851 they caused to be filed in the Clerk's office of the Court of Common Pleas in and for Union County a written description of the Rights and Interests of Mary Howard Nathan Howard Harriet Howard and William M Howard in and to certain lands therein described and that said land rights and interests are necessary for the use of said Company for the purposes proposed in said instrument of appropriation and that a copy of said Instrument of appropriation has been duly delivered to said Mary Howard who is the guardian of said heirs, and that said Railroad Company and said Guardian have not been able to agree touching the damage in that behalf, and that said Railroad Company are rightfully entitled to appropriate the land, rights and interests therein described for the purposes therein proposed and that said Railroad Company have complied with all and singular the provisions of the Statute in such case made and provided.

I therefore hereby appoint & warrant three disinterested freeholders viz – Miles H Nellans B Wales and Robert Snodgrass, all of Union County to appraise the damage which said owners will sustain by reason of said appropriation which warrant I now issue in the words following to wit To Miles H Nellans B Wales and Robert Snodgrass Greeting

Application having been made to me by "the Springfield and Mansfield Railroad Company" to appoint in conformity with law appraisers to estimate the damage which Mary Howard

(who are

the Widow and Heirs of William Howard deceased) will sustain by reason of the appropriation to the use of "The Springfield and Mansfield Railroad Company" of the following described Land Rights and Interests. To wit a strip of land owned by Nancy Howard

(who are the widow and heirs of William Howard deceased) situated in the County of Lenawee and State of Ohio said strip of land being 3137 feet long and 100 feet wide containing 7 Acres and 32 Rods of land and standing 50 feet on each side of the Center stakes and along the line of the Springfield and Mansfield Railroad as located through that part of the following described tracts of land which is now owned by the said Widow and heirs viz Military survey No 5292 patented to James Galloway and Military survey No 5053, patented to Duncan all and others with the rights of using said strip of land for a Railroad and workshops ~~and~~ the rights of appropriating all materials belonging to said Widow and Heirs necessary for constructing and repairing said Railroad, and a right of way over the adjacent land of said owners sufficient to enable said Company to obtain said Materials and convey them to said Railroad

I do hereby appoint you appraisers to appraise the damage which said widow and heirs will sustain by reason of said appropriation after being duly sworn you will proceed to consider the injury which they will sustain by reason of the appropriation of said Land Rights and Interests to the use of said Company and forthwith return your appraisement of damages to the Clerk's office of the Court of Common

Plead in and for Union County setting forth the value of the property taken or damage done which you will offer to such owners present to said

Given under my hand and seal this 6th day of December AD 1851

T. V. WOOD (Seal)
Associate Judge

State of Ohio Union County ss}
Before the undersigned a justice of the Peace in and for said County personally came Miles H Maddams, B Welch & Robert Snodgrass and were severally sworn faithfully to execute their duties as appraisers under the powers conferred upon them by the foregoing warrant and in accordance with law

Given this 5th day of December AD 1851

John B Coutts J.P.

State of Ohio Union County ss}
We undersigned being three disinterested freeholders of Union County appointed by the foregoing warrant to appraise the damage which the owners of the land Rights and Interests named in said warrant will sustain by reason of the appropriation thereof by "the Springfield and Mansfield Railroad Company" for the purposes of a Railroad and workshop. The right of appropriating all materials except timber belonging to said owners necessary for constructing and repairing said Railroad and a right of way over the adjacent lands of said owners sufficient to enable said Company to obtain said materials and convey them to said