Civil/Domestic Case File

Case No. 1852-CV-0001

52-CV-1

No. 23

Union Common Pleas Court.

Springfield & Mansfield RR
Plaintiff,

AGAINST

Ann Eliza Mathiblt et al
Defendant.

JUN TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 101 209

Record No. 6 Page 212

Ex. Doc. A Page 193

Sheriff - 1.20
2.45
3.65
Clerk - 5.00
8.65

Appns - 2.00

Law

No 23

Springfield & Mansfield Rail Road Co

vs

the heirs of L Mattiott

Cert bill made

Recorded

Springfield & Mansfield
Rail Road Company

vs

Ann Eliza Mattheot Et al,

Appropriation of
Right of Way

Filed January 13th 1852
James Kirkadep clerk

Cost Bill

Recore

Recorded

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company*," should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of Lots No. 184-185 & 186 in Matthews addition to the Town of Mt. Gilead as is included within the limits and description following, to wit: Being a strip of land about 334 feet long and 100 feet wide, beginning at the western line of said Lot 186, where the center line of said Rail Road as now located crosses the same, thence along and on both sides of said center line north about 71½ bars to the east line of said lots 184 & 185 - said strip includes a strip of land 50 feet wide on each side of said center line and making together a strip 100 feet wide as aforesaid across said lots in manner aforesaid and which contains 88/100 acres more or less -

And which said land is owned by Ann Eliza Matthews George W. Matthews and Sidney Matthews of Licking County Ohio,

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 12th day of January A. D. 1852.

C. C. Mitchell *President.*

ATTEST: James Turner *Secretary.*

Springfield and Mansfield
Rail Road Company
vs.
John Eliza Matthott et al
"
Proof of Notice

Filed April 6 1852
James Lunchee

Appropriation Notice.

An Instrument of Appropriation of which the following is a true copy, was on the 13th day of January, 1852, filed in the office of the Clerk of the Court of Common Pleas of Union county, Ohio, to wit:

To all to whom these presents shall come, Greeting:

WHEREAS, it has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such parts of In Lots No. 184, 185 & 186 in Mathiotts addition to the town of Marysville, Union county, as is included within the limits and description following, to wit: Being a strip of land about 384 feet long and 100 feet wide, beginning at the South line of said Lot 186, where the center line of said Rail Road as now located crosses the same, thence along and on both sides of said center line north about 71½° East to the East line of said lots 184 & 185, so as to include a strip of land 50 feet wide on each side of said center line, and making together a strip 100 feet wide as aforesaid, across said lots in manner aforesaid, and which contains 88-100 acres, more or less. And which said land is owned by Ann Eliza Mathiott, George W. Mathiott and Sidney Mathiott of Licking county, Ohio.

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 12th day of January, 1852.

C. ANTHONY, *Prisident.*

Attest: JAMES TURNER, *Secretary.*

And notice is hereby given to all whom it may concern, and especially the said Ann Eliza Mathiott, George W. Mathiott and Sidney Mathiott that in the matter of the above appropriation, the said Springfield and Mansfield Rail Road Company, will make application to the said Court of Common Pleas at the next term thereof, or as soon thereafter as a hearing can be had, for the appointment of three disinterested freeholders of said county as appraisers, being first duly sworn, to appraise and ascertain the damages which the said owner of the land so appropriated as aforesaid, will sustain by reason of such appropriation, in pursuance of the provisions of said acts.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 15th day of January A. D 1852.

C. ANTHONY, *President*

JAMES TURNER, *Secretary.*

J. E. BUCK, Att'y. &c.

January 20, '52. n19w3.

State of Ohio, Union County, ss.

A. S. Hamilton being duly sworn upon his oath says, that the notice hereto attached, was published in "the Marysville Tribune," a newspaper printed and in general circulation in said County, for the term of three weeks next after the 20th day of January 1852. A. S. Hamilton

Sworn and subscribed to before me this 6th day of April 1852

James Linn Clerk

Civil/Domestic Case File

Case No. 1852-CV-0002

No. 52-CV-2

Union Common Pleas Court.

Springfield & Mansfield RR Co
Plaintiff,

AGAINST

R L Browne
Defendant.

NOV TERM. 1852

JUD'G VS PLAINT'F

Journal 5 Page 136

Record No. No Record. Page

Ex. Doc. A Page 241

Issue No 28

Springfield & Mississippi
Rail Road Co
vs
R L Broom

Cost bill made
No Record

State of Illinois Menard County, ss.

On the 30th day of January 1852, before the Subscriber an Associate Judge in and for said County, personally came the within named Perry Busch, Jos. Rice and Stephenson Carey, and were by me duly sworn according to law to appraise and ascertain the damages which the owner (Robert L. Heroom) of the lands appropriated as in the within Warrant described, will sustain by reason of such appropriation and make return of such appraisement as in said Warrant commanded.

Given under my hand officially the day and year aforesaid.

[illegible] Associate Judge

In obedience to the within Warrant to us directed, we the undersigned, being first duly sworn, upon actual view of the premises do estimate and appraise the damages which the said Robson L. Heroom will sustain by reason of the appropriation of the land in said Warrant described, in manner therein stated, at Fifty Dollars

Given under our hands and seals this 30 day of January 1852

Perry Busch Jr.
J. W. Rice Jr. Appraisers
Stephenson Carey Jr.

Springfield and Mansfield Rail Road Company

Robson L. Heroom

Warrant & Appraisal

Filed January 30. 1852
James Strickle Clerk

The State of Ohio, ~~Delaware~~ Union County, Ss. Joel Rice

To Perry Buck ~~William Bixby~~ & Stephenson Curry

three disinterested freeholders of said county, *Greeting:* WHEREAS, the "*Springfield and Mansfield Railroad Company,*" on the 13th day of January A. D. 1852, filed in the office of the Clerk of the Court of Common Pleas in and for said county, an INSTRUMENT OF APPROPRIATION, in substance, and to the effect following, *to wit:*

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such parcel of that part of Survey No. 3331, U. M. in Union County, this, bounded east by the east line of said Survey, North by the road leading from Marysville to Delaware - West by lands claimed and occupied by James Allspaugh, South by the road running east from Marysville as is included within the limits and description following, to wit; being a strip of land about 868 feet long and 100 feet wide beginning at the West line of said premises, thence North about 1° East along, and on both sides of the center line of said Rail Road as now located across said premises, and indicated by the stakes and stations therein established, to the east line of the said premises; so as to include a strip of land 50 feet wide on each side of said center line, and making in all a strip of land 100 feet wide as aforesaid, and which contains 2 acres more or less.

And which said land is owned by Robson L. Brown

of said County of Union

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 7th day of January A. D. 1852.

C. Nettleton *President.*

ATTEST: James Tuttle *Secretary.*

And it appearing to the undersigned, Associate Judge of the Court of Common Pleas within and for said county, that the said Rail Road Company has delivered to the said Robson L. Brown a copy of said Instrument of Appropriation, Therefore, on application of said Company, you, the said Perry Buck ~~William Bixby~~ Joel Rice & Stephenson Curry are hereby appointed by the undersigned, Judge as aforesaid, appraisers, being first duly sworn, to appraise and ascertain the damages which the said owner of the land so appropriated as aforesaid, will sustain by reason of such appropriation. And you shall forthwith return your assessment of damages to the Clerk of said Court, setting forth the damages arising from said appropriation. All of which you shall in no wise omit.

WITNESS James R. Smith associate Judge of said Court of Common Pleas, for said county, this 13th day of January A. D. 1852

James R. Smith Associate Judge.

Springfield & Mansfield
Rail Road Company

vs

Robson L. Brooke

Appropriation of
Right of Way

Filed January 13th 1852
James Kirkadie Jr Clerk

State of Ohio Union County ss
I, R. Brooke, Sheriff of said County do hereby certify that the 8th day of January 1852 I delivered to the within named Robson L. Brooke a copy of the within petition and appropriation.
R. B. Brooke
Sheriff
Sworn and subscribed before me, this 13th day of January 1852.
James Kirkadie Jr Clerk
of Union Com. Pleas

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such parcel of that part of Survey No. 3351, U. M., in Union County, Ohio, bounded east by the east line of said Survey, North by the road leading from Marysville to Plearmore - West by lands claimed and occupied by James S. Alexander & South by the road running east from Marysville, as is included within the limits and descriptions following & viz: Being a strip of land about 865 feet long and 100 feet wide, beginning at the West line of said premises, thence North about 7½° East along and on both sides of the center line of said Rail Road as now located across said premises, and indicated by the stakes and stations therein established, to the east line of the said premises; so as to include a strip 50 feet wide on each side of said center line, and making in all a strip of land 100 feet wide as aforesaid and which contains 2 acres, more or less.

And which said land is owned by Robson L. Perrom of said County of Union

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 7th day of February A. D. 1852.

C. Anthony *President.*

ATTEST: James Turner *Secretary.*

Copy left with Robson Jan. 8, 1861 J. R. O.

Civil/Domestic Case File
Case No. 1852-CV-0003

No. 52-CV-3

Union Common Pleas Court.

Springfield & M R R

Plaintiff,

AGAINST

Lucy C Barry

Defendant.

OCT TERM. 1854

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

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

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

Case No 29

Springfield & Pittsfield
Rail Road Co
vs
Lucy C Barry

No 29

Springfield and Mansfield Rail Road Company

vs

~~Lucy C.~~ Barry ~~Ind~~

Appropriation of Right of Way

Filed January 13th 1852
James Kirkade Jr Clerk

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of that part of Survey No. 3350 V. M. in Union County, Ohio bounded West in part by lands of L. Phelps, North by lands of William M. McCarty, East by lands of A. Sterrat ~~[illegible]~~ & South by the South line thereof, as is comprised within its limit and description following, viz: Being a strip of land about 126 poles long and 100 feet wide, beginning at the west line of said premises, where the center line of said Rail Road as now located crosses the same, thence North about 71½° East along and on both sides of said center line of said Road ~~[illegible]~~ to the north line of said premises, where said center line crosses the same, so as to include a strip of land 50 feet wide on each side of said center line, and making in all a strip of land 100 feet wide across said premises, and which strip contains 4 116/160 acres more or less.

And which said land is owned by ~~Andrew J. Barry~~ & Lucy C. Barry of the State of Kentucky

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (~~except timber,~~) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 13th day of January A. D. 1851.

C. C. Tullerry *President.*

ATTEST: James Pierce *Secretary.*

Springfield and Mansfield
Rail Road Company

vs

Lucy C. Barry

Proof of Notice

Filed April 6 1852
James Lane Clerk

APPROPRIATION NOTICE.

An Instrument of Appropriation, of which the following is a true copy, was on the 13th day of January, 1852, filed in the office of the Clerk of the Court of Common Pleas in and for the county of Union, and State of Ohio, to wit:

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "Springfield and Mansfield Rail Road Company," should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of that part of survey No. 3350, V. M. in Union county, Ohio, bounded west in part, by lands of L Phelps, north by lands of William M. McCarty, east by lands of Alexander Stirrat and south by the south line thereof as is comprised within the limits and description following, to wit: Being a strip of land about 126 poles long and 100 feet wide, beginning at the west line of said premises, where the center line of said Rail Road as now located crosses the same, thence north about 71½ degrees east along and on both sides of the said center line of said Road, to the north line of said premises, where said center line crosses the same, so as to include a strip of land 50 feet wide on each side of said center line, and making in all a strip of land 100 feet wide across said premises, and which strip contains 4 116-160 acres more or less. And which said land is owned by Lucy C. Barry of the State of Kentucky.

Now, therefore, know ye, That the siad Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 13th day of January, A. D. 1852.

C. ANTHONY, *President.*

Attest, JAMES TURNER, *Secretary.*

And notice is hereby given to all whom it may concern, and especially the said Andrew J. Barry and Lucy C. Barry, that in the matter of the above appropriation, the said Rail Road Company will make application, to the said Court of Common Pleas, at the next term thereof, or as soon thereafter as a hearing can be had, for the appointment of three disinterested free holders of said county, as appraisers, being first duly sworn, to appraise and ascertain the damages which the said owner of the land so appropriated as aforesaid will sustain by reason of such appropriation, in pursuance of the provisions of said acts

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed this 13th day of January 1852.

C. ANTHONY, *President.*

JAMES TURNER, *Secretary.*

J. E. Buck, Att'y &c.

January 20, '52. n19w3.

State of Ohio Union County ss.

C. S. Hamilton being duly sworn upon his oath says, that the notice herein attached was published in "The Marysville Tribune, a newspaper printed and in general circulation in said County for the term of three weeks next after the 3d day of February 1852.

C S Hamilton

Sworn and subscribed to this 6th day of April 1852 before me

James Irwin Clerk

Civil/Domestic Case File

Case No. 1852-CV-0004

No. 52-CV-4

Union Common Pleas Court.

Springfield & Mansfield RR
Plaintiff,

AGAINST

Wm M McCarty
Defendant.

NOV TERM, 1852

JUD'G VS PLAINT'F

Journal 6 Page 136

Record No. No Record. Page

Ex. Doc. A Page 241

Law No 30

Springfield & Mansfield
Rail Road Co
vs
Mr McCarty

cert bill made
no Recon

No 30

Springfield & Mansfield
Rail Road Company

to

Wm M. McCarty

Appropriation of
Right of Way

Filed January 13th 1852
James Kirkpatrick Clerk

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of that part of Survey No. 3950 V. M. Land in Morgan County Ohio bounded North by the north line of said Survey East by the east line of Lot No. 1 of land of Barey's heirs and West by the Lot of Lot No. 1 as is comprised within the limits and description following, to wit: being a strip of land about 204 poles long and 100 feet wide - beginning at the South line of said premises where the center line of said Rail Road as now located crosses the same - thence north about 71° East along and on both sides of said center line to the East line of said premises where said center line crosses the same, so as to include a strip of land 50 feet wide on each side of said center line, and in all a strip 100 feet wide as aforesaid across said premises aforesaid: and which said strip a parcel of land consists of in manner 7 104/160 acres more or less

And which said land is owned by William M. McCarty

of the State of Virginia

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land ~~(except timber)~~ for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 13th day of January A. D. 1852.

E. C. Anthony *President.*

ATTEST: James Turner *Secretary.*

Springfield and Mansfield
Rail Road Company

vs.

William M. McCarty

Proof of Notice

Filed April 6 1852
James Dunn Clerk

APPROPRIATION NOTICE

An Instrument of Appropriation, of which the following is a true copy, was on the 13th day of January, A. D. 1852, filed in the office of the Clerk of the Court of Common Pleas in and for the county of Union, and State of Ohio, to wit:

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "Springfield and Mansfield Railroad Company," should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company, passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of that part of Survey No. 3350, O. M. Lands, in Union county, Ohio, bounded north by the north line of said survey, east by the east line thereof, south by lands of Barry's heirs, and west by lands of L. Phelps, as is comprised within the limits and description following, to wit: Being a strip of land 204 poles long and 100 feet wide, beginning at the south line of said premises where the center line of said Rail Road as now located crosses the same, thence north about 71½° east along and on both sides of said center line to the east line of said premises where said center line crosses the same, so as to include a strip of land 50 feet wide on each side of said center line and in all a strip 100 feet wide as aforesaid, across said premises, in manner aforesaid and which said strip or parcel of land consists of 7 104-160 acres more or less. And which said land is owned by William M. McCarty, of the State of Virginia.

Now, therefore, know ye That the Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 13th day of January A. D. 1852.

C. ANTHONY, *President.*

Attest, JAMES TURNER, *Secretary.*

And notice is hereby given to all whom it may concern, and especially the said William M. McCarty, that in the matter of the above appropriation, the said Springfield and Mansfield Rail Road Company, will make application to the Court of Common Pleas aforesaid, at the next term thereof, or as soon thereafter as a hearing can be had, for the appointment of three disinterested free holders of said county as appraisers, being first duly sworn, to appraise and ascertain the damages which the said owner of the land so appropriated as aforesaid, will sustain by reason of such appropriation in pursuance of the provisions of said acts.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 13th day of January A. D. 1852.

C. ANTHONY, *President.*

JAMES TURNER, *Secretary.*

J. E. BUCK, Att'y &c.

January 20, '52. n19w3

State of Ohio, Union County, ss:

A. S. Hamilton being duly sworn upon his oath says, that the notice hereto attached was published in "The Marysville Tribune", a newspaper printed and in general circulation in said County, for the term of three weeks next after the 20th day of January 1852.

A. S. Hamilton

Sworn and subscribed to this 6th day of April 1852, before me

James Linn Clerk

Civil/Domestic Case File

Case No. 1852-CV-0005

No. 52-CV-5

Union Common Pleas Court.

Springfield & Mansfield RR Plaintiff,

AGAINST

John M Evans, Defendant.

NOV TERM 1852

JUD'G VS PLAINT'F

Journal 5 Page 137

Record No. No Record Page

Ex. Doc. A Page 241

Case No 31

Springfield & Mansfield
Rail Road Co
vs
J W Evans

Court bill made
no Record

State of Ohio, Union County, ss.

N. B. Orwick makes oath and says that on the 8th day of January 1852, he delivered to the within named James W. Evans a copy of the within instrument of Appropriation.

N. B. Orwick

Sworn and subscribed to this 13th day of January 1852, before me,

James Kinkade Jr. Clerk
of Union Com. Pleas

No 31

Springfield & Mansfield
Rail Road Company

vs

James W. Evans

Appropriation of
Right of Way

Filed January 13th 1852
James Kinkade Jr. clerk

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of Out Lot No. 49 of Walker's addition to the Town of Marysville, Union County, Ohio, as is comprised within the limits and description following, to wit: Beginning at the West line of said Out Lot, where the center line of said Rail Road as now located crosses the same thence running North about 7½° East along and in said center line to the East line of said Lot; sides of said center line to contain a strip of land 50 feet wide on each side of said center line, and making in all a strip 100 feet wide across said premises, along said center line as aforesaid which is indicated by the stakes and stations therein established, including Nos. 1678 & 1679 — said strip containing about 36 rods of land, more or less. — Also so much of the north west corner of out Lot No. 51 in said Town, as is included between said center line and a line running parallel thereto and 50 feet southerly therefrom —

And which said land is owned by James W. Evans

of Said County of Union —

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

Copy left with Evans Jan. 8, 1852 J.C.B.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 7th day of January A. D. 1852.

C. Anthony *President.*

ATTEST: James Somer *Secretary.*

Civil/Domestic Case File

Case No. 1852-CV-0006

No. 52-CV-6

Union Common Pleas Court.

Springfield R R Co
Plaintiff,

AGAINST

A J Smith et al,
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 272

Record No. 6 Page 612

Ex. Doc. A Page 410

Law No ~~[illegible]~~
No ~~8~~ 7
Springfield & Mansfield
Rail Road Co
vs
A J Smith et als

No 32

Springfield & Mansfield
Rail Road Company

vs

Andrew P. Smith et al.

Appropriation of
Right of Way

Filed January 29th 1852
James Kirkade jr clerk

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company*," should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much and such part of that par of Survey No. 5145 V. M. in Union County Ohio, bounded west by Mill Creek east by lands of Thomas Reed & North by lands of Ridley &c. as is included within the limits and description following to wit. Being a strip of land about 2776 feet long and 100 feet wide extending from the West line to near the North east corner of said premises and running from said West line North about 70° East along and on both sides of the center line of said Rail Road as now located (and indicated by the stake and stations thereon established), so as to include a strip 50 feet wide on each side of the said Center line and making together a strip 100 feet wide as aforesaid across said premises; and which contains 8 $\frac{67}{100}$ acres more or less - as per accompanying plat.

And which said land is owned in equity by Lucinda McMasters wife of James McMasters, Nancy Graham wife of George Graham, Andrew J. Smith, Thomas Smith, Isaac Smith, Catharine Smith and Daniel Smith all of Union County Ohio - And said Thomas and Isaac are infants under the 21 years of age and whose guardian is John McCracken of said County - and said Catharine and Daniel are also infants under the ages of 18 & 21 years respectively - and whose guardian is said James McMasters -

~~And which said land is owned by~~

of

and Christina Smith of said County is entitled to dower in said premises.

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (~~except timber.~~) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 27th day of January A. D. 1852.

C. C. Worthington *President.*

ATTEST: James Turner *Secretary.*

legal and equitable title of said wards to the said parcel of land as aforesaid.

Witness our hands, this ~~2d~~ 6th day of ~~February~~ April 1852.

John McConley Guardian

James McMasters Guardian

Agreed to by the Company, S. E. Beach, as agt.

Mansfield & Marietta
Road Company
by
Thomas Smith & ors
agrees of Trustees

Filed Nov 22 1853
James Lee Clk

Cert Brief
Made Rec'd

Whereas the Springfield and Mansfield Rail Road Company, on the 29th day of January 1852, filed in the Office of the Clerk of the Court of Common Pleas of Union County Ohio, an Instrument of Appropriation against Thomas Smith, Isaac Smith, Catharine Smith and Daniel Smith and others; by which said Company has appropriated a parcel of land consisting of 3 68/100 Acres, more or less in Survey No. 5135 in said County and more particularly described in said Instrument of Appropriation, to which reference is had for greater certainty. And whereas the persons above named are infants, and each owns, in equity, 1/5 part (undivided) of said premises. And whereas John McCowles is the legal Guardian of said Thomas and Isaac Smith, and James McMasters is the legal Guardian of said Catharine and Daniel Smith. Said infant parties being children and heirs at law of Stephen Smith deceased.

Now therefore, in Consideration of the sum of One hundred dollars to be paid to us for the benefit of our said wards, by said Rail Road Company; and in pursuance of the act of the Legislature of Ohio entitled "An act regulating Rail Road Companies," passed Feby. 11, 1848 and the Charter of said Company we the said Guardians in behalf of our respective wards above named jointly & severally agree to convey (so soon as the requisite legal title can be obtained for said wards) the said parcel of land for the purposes in said instrument of Appropriation mentioned, to said Company, in fee simple, believing the interests of our said wards to be promoted by such conveyance. And we therefore ask the said Court, or such other Court as may have jurisdiction of the matter, to ratify and confirm our agreement in the premises, and to make an order authorizing us to make such conveyance accordingly, & the provisions of said Acts. And which said sum of $100, said Rail Road Company agrees to pay on obtaining a sufficient deed or deeds conveying to the

Springfield & Mansfield
Rail Road Company

v

Thomas Smith & al

Proof of Service

6
16
20
10
47
93
150
143

State of Ohio Delaware County, ss.

John C. Van Deman makes oath and says, that on the 28th day of February 1852, he delivered to James McMasters, Andrew J. Smith & John McCombs, each with a copy of an instrument of appropriation filed in the Office of the Clerk of the Court of Common Pleas of Union County Ohio, on the 29th day of January 1852, by the Springfield and Mansfield Rail Road Company against Thomas Smith and others, as he verily believes -

John C. Van Deman

Sworn and Subscribed to before me this 5th day of April 1852

J. E. Finch, Notary Public of said County

Smith's lines

Memoranda as to
R.R. deeds &c

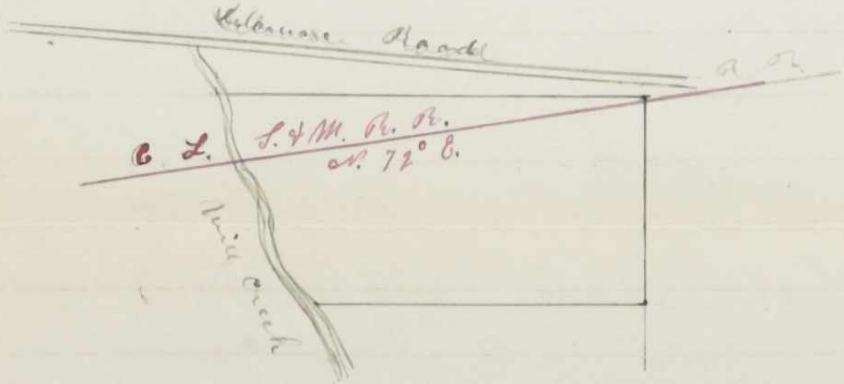
$100, Shall be paid to A. J. Smith, Geo. Graham & wife and James McMaster & wife, who have executed a deed Shall be delivered on payment of said sum –

$100, Shall be paid to McMaster & McCowls, as Guardians, on execution and delivery of the deed prepared for them to execute &c.

I. E. Rich

Plat of land
of S. Smith's
Heirs

Land of S. Smith's Heirs



Civil/Domestic Case File

Case No. 1852-CV-0007

No. 52-CV-7

Union Common Pleas Court.

Springfield & Mansfield RR
Plaintiff,

AGAINST

Marcus Wosser
Defendant.

NOV TERM. 1852

JUD'G VS PLAINT'F

Journal 5 Page 137

Record No. No Record Page

Ex. Doc. A Page 241

Law No 33

Springfield & Mansfield
Rail Road Co
vs
Morris Watson

cont. bill made
No Record

No. 33

Springfield & Mansfield
Rail Road Company

vs

Means Masson

Appropriation of
Right of Way

Filed January 29. 1852
James Kirkadd p. Clk

State of Ohio Union County, ss.
I S. Dunlap make oath and says, that on the 29th day of January 1852, he delivered to the within named Means Masson a copy of the within instrument of appropriation.
Sworn and subscribed to before me, this 29th day of January 1852

S. G. Dunlap

James Kirkadd p. Clk
of Union Com. Pleas

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much of a tract or parcel of land containing about 4½ acres situate in Survey No. 3351 in Paris Township, Union County Ohio, bounded north by lands of Wm Lourence's heirs east and south by lands of Josiah Judy and west by the Beaver road on the east line of the Town of Marysville, as is contained within the limits following, viz: Beginning at the North West corner of said tract a parcel of land thence southerly along the west line thereof to a point 60 feet from the center line of said Rail Road as now located, measuring in a line at right angles therewith, and being on the south side thereof - thence North 71° East to the north line of said premises - thence westerly along said north line to the place of beginning. So as to include so much of said tract as lies northerly of a line running parallel to said Center line and 60 feet southerly therefrom - Containing 10 Square rods, more or less And which said land is owned by means of Wasson, of Union County Ohio

~~And which said land is owned by~~

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 29th day of January A. D. 1852.

E. C. Anthony *President.*

ATTEST: James Skinner *Secretary.*

Civil/Domestic Case File

Case No. 1852-CV-0008

No. 52-CV-8

Union Common Pleas Court.

Springfield & Mansfield RR
Plaintiff,

AGAINST

Marcenus Lawrence et al
Defendant.

JUN TERM. 1852

DECREE FOR PLAINTIF

Journal 5 Page 98

Record No. 6 Page 207

Ex. Doc. A Page 195

Springfield & Mansfield
Rail Road Company

to

Macenas C. Lawrence
and Joseph W. Lawrence

Appropriation of
Right of Way &c.

Filed January 29th 1852
James Kirkadie Clerk

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: A tract of land containing two acres more or less, situate in Survey No. 2351 in Paris Township, Union County Ohio, and bounded on the North by lands of C. Lee on the east by lands of Judge on the South by lands of M. Wasson and on the West by the Mean road running on the east line of the Town of Marysville in said County; and through which said tract the said Rail road has been located

And which said land is owned by Maecenas C. Lawrence and Joseph M. Lawrence minor heirs of William Lawrence dec'd and whose surviving parent is Rosanna Lawrence, all of the County of Union and State of Ohio

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 29th day of January A. D. 1852.

A. Sutherland *President.*

ATTEST: James Turner *Secretary.*

[illegible]

[illegible] Lorona & wife

vs

Equity [illegible] Lorona
et al

Filed June 14 1852
James Livingston Clerk

Cost Bill
made
Record
Recorded

Whereas the Springfield and Mansfield Rail Road Company has on this 29th day of January 1852 filed in the Office of the Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio an Instrument of Appropriation against my infant children, by which said Company has appropriated a tract of land of 2 acres more or less, and more particularly described in said instrument of appropriation to which reference is had, of which said tract of land my said children Thomas C. Lawrence and Joseph W. Lawrence are seized in fee by inheritance from their deceased father Wm Lawrence, as in said instrument of appropriation stated –

Now in consideration of the sum of Two hundred dollars to be paid to and for the benefit of said minor children by said Rail Road Company and in pursuance of the provisions of an act of the General Assembly of Ohio incorporating said Company, and an act entitled "An act regulating Rail Road Companies" the latter passed February 11, 1848, (there being no Guardian for said minor children) I hereby agree in behalf of my said minor children, to convey the said tract of land to said Rail Road Company in fee simple, and also to release my dower therein to said Company – believing the interests of my said children to be promoted by such conveyance. And therefore ask the said Court to confirm and ratify my agreement in the premises, and make an order authorizing me to make such conveyance according to the provisions of said last mentioned act. And which said sum of $200 said Rail Rail Road Company to pay on receiving a proper deed of conveyance executed for said premises.

Witness my hand this 29th day of January 1852.

Deanna Lawrence

Attest J. E. Beach.

The said Springfield and Mansfield Rail Road Company agrees to pay said $200 for said premises, upon the terms and conditions aforesaid.

C. Atherton Treasurer

Civil/Domestic Case File

Case No. 1852-CV-0009

No. 52-CW-9

Union Common Pleas Court.

Springfield & Mansfield RR
Plaintiff,

AGAINST

John M Cherry
Defendant.

NOV TERM. 1852

JUDG VS PLAINT'F

Journal 3 Page 136

Record No. No Record Page

Ex. Doc. A Page 241

Law No 23

Springfield & Mansfield
Rail Road Co
vs
John W Cherry

cost bill made
no Record

State of Ohio, Union County ss:

On the 30th day of January 1852 before the subscriber an Associate Judge in and for said County personally came the within named Perry Buck, Joel Rice and Stephenson Conkright who by me duly sworn according to law on actual view of the premises to appraise and ascertain the damages which the owner of the lands appropriated as in the within warrant described (the to John Clerkey) will sustain by reason of such appropriation, and make return thereof as in said Warrant commanded.

Given under my hand officially the day and year aforesaid

[illegible] Associate Judge

In obedience to the within Warrant to us directed, we the undersigned, being first duly sworn, and upon actual view of the premises, do estimate and appraise the damages which the said John McClerkey will sustain by reason of the appropriation of the said land in the manner in said Warrant described, at Twelve and twenty five dollars

Given under our hands and seals this 30 day of January 1852

Perry Buck Jr.
J. W. Rice
Stephenson Conkright

Appraisers

Filed January 30th 1852
James Smith Jr. Clerk

Plaintiff's Docket 23
Grade Road Company
John McClerkey
vs
Warrant & Appraisers

The State of Ohio, ~~Delaware~~ Union County, Ss.

To Perry Buck ~~William~~ ~~Bishop~~ Joel Price & Stephenson Cump three disinterested freeholders of said county, *Greeting:* WHEREAS, the "*Springfield and Mansfield Railroad Company,*" on the 13th day of January A. D. 1852, filed in the office of the Clerk of the Court of Common Pleas in and for said county, an INSTRUMENT OF APPROPRIATION, in substance, and to the effect following, *to wit:*

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much of that part of Surveys No. 2591 & 2592 in Union County, Ohio, bounded Southwesterly by lands of Joshua Jones, North by lands owned and occupied by James Alexander, being about one fourth of a mile land from the Lima & Springfield Road, which lies between the road running east and Southwesterly from the West corner of said premises, as comprised within the limits and description following, to wit; Being a strip of land about 177 feet long, and 180 feet wide, Beginning at the Southwestern line of said premises near Station No. 1764, thence along and on both sides of the center line of said Rail Road as now located across said premises, and intended by the Stakes and Stations thereon established, North about 71° East to the North line of said premises, so as to include a strip 90 feet wide on each side of said center line, and making in all a strip of land 180 feet wide as aforesaid and which contains 2 3/4 acres, more or less.

And which said land is owned by John F. Cherry of Said County of Union

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 7th day of January A. D. 1852.

C. Anthony *President.*

ATTEST: James Turner *Secretary.*

And it appearing to the undersigned, Associate Judge of the Court of Common Pleas within and for said county, that the said Rail Road Company has delivered to the said John M. Cump a copy of said Instrument of Appropriation, Therefore, on application of said Company, you, the said Perry Buck ~~William Bishop~~ Joel Price & Stephenson Cump are hereby appointed by the undersigned, Judge as aforesaid, appraisers, being first duly sworn, to appraise and ascertain the damages which the said owner of the land so appropriated as aforesaid, will sustain by reason of such appropriation. And you shall forthwith return your assessment of damages to the Clerk of said Court, setting forth the damages arising from said appropriation. All of which you shall in no wise omit.

WITNESS James R. Smith associate Judge of said Court of Common Pleas, for said county, this 15th day of January A. D. 1852

James R. Smith Associate Judge.

State of Ohio Union County ss,

S. B. Finch makes oath and says, that on the 9th day of January 1852 he delivered to the withinnamed John M. Clerry, a copy of the within Instrument of Appropriation.

S. B. Finch

Sworn and subscribed to before me this 13th day of January 1852

James Kirkade pr Clerk of Union Com. Pleas.

Springfield & Mansfield Rail Road Company

vs

John M. Clerry

Appropriation of Right of Way

Filed January 13th 1852

James Kirkade pr clerk

To all to whom these presents shall come, Greeting:

WHEREAS, It has become convenient and necessary, that the "*Springfield and Mansfield Rail Road Company,*" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company," passed March 21, 1850—the act entitled "An act regulating Rail Road Companies," and the acts amendatory of said first mentioned act, viz: So much of that part of Survey No. 3351 U. M. in Union County, Ohio, bounded Southwesterly by Conrad Leslie's Judy, North ~~easterly~~ by lands claimed & occupied by James T. Alexander lying about one ~~half~~ fourth of a mile east of the Town of Marysville and situate between the ~~Road~~ rail road and Southeasterly ~~from the west~~ corner ~~thereof~~ of said premises, as is comprised within the limits and description following, to wit, being a strip of land about 1148 feet long and 100 feet wide, beginning at the Southwestern line of said premises near Station No. 1704, thence along and on both sides of the center line of said Rail Road as now located across said premises, and indicated by the stakes and stations therein established, North about 71½° East to the North line of said premises. So as to include a strip 50 feet wide on each side of said center line, and ~~of~~ nothing in all a strip of land 100 feet wide as aforesaid. and which contains 2¾ acres, more or less

And which said land is owned by one John W. Cherry

of said County of Union.

Now, therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber,) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Rail Road.

Orig. entered Jan. 8, 1851 GCB

In witness whereof, the signatures of the President and Secretary of said Company are hereto annexed, this 7th day of January A. D. 1852.

C. Atherton *President.*

ATTEST: James Somner *Secretary.*

Union Common Pleas

John W Cherry
vs
The Springfield and
Mansfield
Rail Road Company
Exceptions &c

Filed February
9th 1852
James Turner Clk

John B Coats
Atty

John W Cherry
ats

The Springfield and
Mansfield Rail Road Company

In Union Common Pleas

Proceedings to appropriate
Lands &c

The said John W Cherry 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 30th day of January A.D. 1859

1st Because the warrant issued to the persons named therein as appraisers does not show upon its face, nor does it ~~xxx~~ in any way appear to have been done by any Court of record within the county in which the lands therein described are situate; nor is there the seal of any Court attached to said warrant:- Nor does it appear from the said proceedings that the said James R Smith issued said warrant in vacation, as associate judge, Nor has the said warrant the seal of said James R Smith attached to the same.

2nd The persons appointed by the warrant of the said James R Smith, did not act in pursuance of this said appointment, An alteration having been made, in the same after it went from the hand of said James R Smith, and the name of William Richey erased and his place supplied by inserting the name of Joel Rice, which appointment of said Joel Rice, by the said erasure and insertion was without the authority of law, rendering the instrument and all proceedings under the same void, by such fraudulent alteration.

3rd The report and award of said appraisers, is not in compliance with the law or act regulating Rail Road Companies Passed February 11th A.D. 1848 but is uncertain insufficient and void

4th The award of damages made and assessed by said appraisers is wholly insufficient and inadequate.

5th. Said proceedings were all had 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 passed February 11th 1848, having become inoperative and void by an express provision of article of the constitution of the State of Ohio, that took effect on the first day of September A.D. 1851.

For these and other reasons the said John T. Cherry 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. 1852-CV-0010

No. 52-CV-10

Union Common Pleas Court.

Springfield & Mansfield RR
Plaintiff,

AGAINST

John Cassell et al
Defendant.

NOV TERM, 1852

JUDG VS PLAINTIFF

Journal 3 Page 130

Record No. Page

Ex. Doc. A Page 248

Law No 24

Springfield & Mansfield
Rail Road Co
vs
John Cozil &
James S. Alexander

Cost bill
made

for all the purposes and appliances incident, or appertaining to said Rail Road.

In Witness whereof the Signatures of the President and Secretary of said Company are hereto annexed, this 29th day of January, A.D. 1852.

C. Mallory President

Attest: James Turner Secretary

I hereby waive the service of a copy of the within instrument of appropriation January 30, 1852.

John Cassel

State of Ohio Union Com. ss:

I. E. Beck makes oath and says, that on the 30th day of January 1852, he delivered to the within named James S. Alexander a copy of the within and foregoing instrument of appropriation

Sworn and subscribed to this 30th day of January 1852. before me

I. E. Beck

James Kirkpatrick Clerk of Union Com. Pleas

Springfield and Mansfield Rail Road Company

vs

John Cassel and James S. Alexander

Appropriation of Right of Way

Filed January 30, 1852
James Kirkpatrick clerk

To all to whom these presents shall come - Greeting:

Whereas, It has become convenient and necessary, that the "Springfield and Mansfield Rail Road Company" should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company", passed March 21, 1850 - the act entitled "An act regulating Rail Road Companies", and the acts amendatory of said first mentioned act, viz: Commencing at that part of Survey No. 3357 in Paris Township Union County Ohio, bounded north by the Delaware State road, east by lands owned by Robson L. Broom, and south by the Kenton road, as is comprised within the limits following to wit; Beginning at the south line of said premises where the center line of said Rail Road as now located crosses the same - thence easterly along said south line to a point 50 feet southerly from said center line measuring on a line at right angles therewith - thence North 71° East to a line parallel to said center line and 50 feet therefrom about 1317 feet to the east line of said premises - thence northerly along said east line to a point 50 feet northerly from said center line measuring on a line at right angles therewith - thence South 71° West parallel to said center line to said south line - thence easterly to the place of beginning, so as to contain a strip of land 100 feet wide across said premises 50 feet wide on each side of said center line, and which strip contains 3 acres more or less - And which said lands are owned by John Cosil and James L. Alexander of Union County Ohio as follows to wit: From the said east line 700 feet westerly by the said center line (including 1½ acres, more or less) said land belongs to said Cosil in fee, but is in the occupancy of said Alexander with some equitable right, and the residue of said land belongs in equity to said Cosil, but said Alexander has signed up the legal title thereto, & is in possession thereof,

Now therefore, know ye, That the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said several acts, hereby declares its intention to enter upon and appropriate, and has, and does, hereby appropriate the above described parcel of land (& exept timber) for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid

Case No ~~31~~ 24
Springfield & Mansfield
Rail Road Company

vs

John Cassil and
James S. Alexander

vs

Warrant to Appraisers

Filed January 30, 1852
James Kirkwood jr clerk

The State of Ohio Union County, ss:

To Perry Finch Joel Rice and Stephenson Curry three disinterested freeholders of said County, Greeting: Whereas, the "Springfield and Mansfield Rail Road Company", on the 30th day of January, A.D. 1852, filed in the Office of the Clerk of the Court of Common Pleas, in and for said County, an Instrument of Appropriation, in substance, and to the effect following, to wit:

To all to whom these presents shall come, Greeting:

Whereas it has become convenient and necessary, that the "Springfield and Mansfield Rail Road Company", should hold and occupy the following described real estate, for the purposes authorized and prescribed in the act of the Legislature of Ohio, entitled "An act to incorporate the Springfield and Mansfield Rail Road Company", passed March 21, 1850 - the act entitled "An act Regulating Rail Road Companies", and the acts amendatory of said first mentioned act, viz: So much of that part of Survey No. 3351, in Dair's Township Union County Ohio, bounded North by the Delaware State Road east by lands owned by Robson L. Brown and South by the Winter Road, as is comprised within the limits following to wit; Beginning at the South line of said premises where the center line of said Rail Road as now located, crosses the same - thence easterly along said South line to a point 50 feet southerly from said center line measuring on a line at right angles therewith - thence North 71° East by a line parallel to said center line and 50 feet therefrom about 1317 feet to the east line of said premises - thence northerly along said east line to a point 50 feet northerly from said center line measuring on a line at right angles therewith thence South 71° West parallel to said center line to said South line - thence easterly to the place of beginning; so as to contain a strip of land 100 feet wide across ~~[illegible]~~ said premises & 50 feet wide ~~on~~ each side of said center line, and which strip contains 3 acres more or less - and which said lands are owned by John Cassil and James L. Alexander of Union County Ohio, as follows to wit: From the said east line 700 feet westerly by the said center line (including 1½ acres more or less) said land belongs to said Cassil in fee; but is in the occupancy of said Alexander with some equitable right; and the residue of said land belongs in equity to said Cassil; but said Alexander is seized of the legal title thereto, and is in possession thereof

Now, therefore, know ye, that the said Springfield and Mansfield Rail Road Company, pursuant to the provisions of said general acts, hereby declares its intention to enter upon and appropriate, and has, and does hereby appropriate, the above described parcel of land (except timber), for the purpose of locating and constructing its said Rail Road upon and across the same, and with the intention of using the land appropriated as aforesaid, for all the purposes and appliances incident, or appertaining to said Road.

In Witness whereof, the signatures of the President and Secretary of said Company are hereto annexed this 29th day of January A.D. 1852.

A. C. Mitchell President

Attest, James Turner, Secretary

And it appearing to the undersigned Associate Judge of the Court of Common Pleas within and for said County that the said Rail Road Company has delivered to said John Cassel and James L. Alexander Copies of said Instrument of Appropriation, therefore, on application of said Company, you, the said Perry Finch, Joel Rice and Stephenson Curry, are hereby appointed by the undersigned, Judge as aforesaid, appraisers, being first duly sworn, to appraise and ascertain the damages which the said owners of the lands so appropriated as aforesaid, will sustain by reason of such appropriation. And you shall forthwith return your assessment of damages to the Clerk of said Court, setting forth the damages arising from said appropriation. All of which you shall in no wise omit.

Witness M. W. Moore, Associate Judge of said Court of Common Pleas, for said County, this 30th day of January, A.D. 1852.

[illegible] Associate Judge

State of Ohio Union County, ss

On the 30th day, of January 1852, before the subscriber an Associate Judge in and for said County, personally came the within named Perry Buck, Joel Rice and Stephenson Curry, and were by me duly sworn according to law, to appraise and ascertain the damages which the said John Cassel and James S. Alexander will sustain by reason of the appropriation of the land in this within Warrant described and make return of such appraisement as in and by said Warrant commanded

Given under my hand officially, the day and year aforesaid,

W. H. Wells Associate Judge

In obedience to the within and foregoing Warrant to us directed, we the undersigned being first duly sworn, upon actual view of the premises, do estimate and appraise the damages which the said John Cassel and James S. Alexander will sustain by reason of the appropriation of the lands in said Warrant described in the manner therein mentioned viz as follows the said eastern
$700 part of Cassel's at $ Seventy Dollars
And the residue at $ Eighty Dollars

Given under our hands and seals, this 30 day of January 1852

Perry Buck Seal
Joel Rice Seal
Stephenson Curry Seal
Appraisers

James S Alexander
ads
The Springfield and
Mansfield rail road
bx p

Bill of exceptions

Filed February 6th 1852
James Kirkpatrick for clerk

J C Dunlap atty
for J S Alexander

James S Alexander
vs.
The Springfield and Mansfield Rail Road Company

In Union Common Pleas. proceedings. to Appropriate lands.

The said James S Alexander takes the following Exceptions. to the said appropriations - and proceedings - and Award of made in relation thereto filed in this court. On the 30th day of January A D 1852 - to wit, 1st The warrant issued. to the said appraisers - named therein does not purport to have been issued - by the Judges of the court of common pleas of Union county - and state of Ohio in which said lands - are situated.
2d The said Warrant does not appear to be under the signature - and seal - of any - one - of said Associate Judges of said county of Union and state of Ohio
3d The said Warrant - purports to, have been signed - and issued - by W W Woods - associate - Judge One of the Stock holders - in said Rail Road - whose interest in opposing said appraisers would bias. said warrant - directed to the said appraisers therein named

4th. The said Appraisers hath not returned their assessment of damages according to the law or Act regulating the same, to the clerk of the court of Union County, setting forth the value of the property taken, the Damage done to the property

5th. Neither does the assessment show the amount of benefit conferred and the difference between the value of or damage done to the property

6th. The Award of said appraisers or arbitrators are uncertain insufficient illegal and void. And for these, and other causes the said James A Alexander appeales to the court of common pleas of Union County Ohio, and prays that the said award or assessment and proceedings may be reversed and set aside, and such other relief granted as Justice shall requires.

J. J. Dought his Atty

J. S. Alexander
ads.
The Springfield and
Mansfield Rail Road
Company

Filed June 15 1852
James Turner Clerk

The Springfield & Mansfield Rail Road Company
v
John Cassil & James S Alexander

Union Com Pleas

Proceedings to appropriate lands &c

And now comes said Alexander Cassil & except to said proceedings & report on file & for following reasons

1. Said proceedings are unauthorized by the Constitution & laws
2. No notice was given to Cassil & Alexander of the time & place when any of said proceedings were had
3. The interest appropriated is not described nor is the mode of constructing the road described so that appraisers could know what damage would be done
4. The instrument of appropriation is not under the seal of the Company, nor signed by the President -
5. The appraisers were not sworn
6. There is no evidence that the Company ever made an appropriation.
7. The law has not been complied with in in any particular & proceedings are all irregular defective & insufficient

J. C. Doughty

8. Proceedings can only be carried on against one person ~~at~~ one proceeding.

Civil/Domestic Case File

Case No. 1852-CV-0011

No. 52-CN-11

Union Common Pleas Court.

Philo Burnham, Plaintiff,

AGAINST

Benjamin Hopkins Defendant.

NOV TERM. 1852

Dismissed

Journal 5 Page 157

Record No. No Record Page

Ex. Doc. A Page 252

Case No 25

Philo Burnham

vs

Benjamin Hopkins
Admrs of the Estate of
E P. Hathaway

Ren Rate 125

636
150
150
936

Not bill made

No Rec

47
20
62
10

Bond of
Philo Burnham &
Timothy H Elwell

Filed January 31. 1852
Ja Shurtleff for Clerk

Know all men by these presents that we Philo Burnham and Timothy H. Elwell of Union County, Ohio, are held and firmly bound unto Benjamin Hopkins administrator of the Estate of E P Hathaway dec'd in the penal sum of two hundred dollars, to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors & administrators, sealed with our seals and dated this 29th day of January AD 1852

The condition of this obligation is such that whereas the said Philo Burnham hath this day obtained the allowance of a writ of Certiorari to remove into the Court of Common Pleas of said County of Union a certain judgment for the sum of six dollars and thirty six cents costs lately rendered against the said Philo Burnham by Wm B Irwin a Justice of the peace within and for the said County of Union in a certain reference for arbitration, between the said Philo Burnham & Benjamin Hopkins, administrator of the Estate of E P Hathaway dec'd. Now if the said Philo Burnham shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said Writ of Certiorari, together with the amount of any judgment that may be rendered against the said Philo Burnham on the further trial of said cause after the said judgment of the said Justice of the peace shall have been set aside or reversed, or upon and after the affirmance thereof in the said Court of Common Pleas then this obligation shall be void; otherwise to be in full force & virtue in law.

Signed in the presence —
~~A Jessup~~ M Robinson

Philo Burnham Seal
T. H. Elwell Seal

Approved,
James Kirkpatrick Clerk
Union Com Pleas

And the said Philo Burnham now comes and says that in the record and proceedings aforesaid there is manifest error in this, to wit

1st The said justice erred in entering said judgement

1st Because the Bond referring said matter to arbitration is void

1st Because the said Benjamin Hopkins is not the sole administrator but was appointed conjointly with Williams to administer on said Estate and said Bond is not signed by said Williams

2 Because the said bond does not show that the arbitrators were to be approved by the said justice of the peace.

3 Because the matter set forth for arbitration is too indefinitely set forth

2d Because the award of the majority of said arbitrators is void

1st Because - It does not appear from said award that all the arbitrators were present at the hearing of said cause

2d Because this bond would not allow a less number than the all of the arbitrators to render an award

3 The award is indefinite

3d Because the arbitrators had no authority to act under the Bond unless the justice of the peace to whom the bond was delivered should first approve of the arbitrators, and make a memorandum to that effect upon his docket = This was not done

2 This judgement was rendered without giving the said Philo Burnham a "day in court"

3 The justice erred in rendering a judgement on an award given in pursuance of a bond making the award a rule of a justices court

4 The proceedings in said cause are otherwise erroneous

Wherefore the said Philo Burnham prays that a certiorari shall issue, that said judgement may be reversed &c

Curry & Robinson
his Attys

Let a writ of certiorari issue in this case upon the applicant giving bond and security according to law.

To the clerk of this Common Pleas this 29th January 1852

Filed January 31st 1852

Philo Burnham
vs
Benjamin Hopkins. Administrator
of the estate of Ebenezer P Hathaway dec

January 12th 1852. The said parties filed with me Wm B Irwin. a justice of the peace within and for the county of Union. State of Ohio. a bond. refering a claim therein set forth. to the arbitration of John F Vaben. Andrew Keyes. and Wm B Irwin The paper herewith annexed marked (A) is a full and true copy of said Bond

Notice issued to the above named arbitrators to meet at Milford January 16th 1852 at 11 o clock A M.—

Subpoena issued by order of the defendant for George Fuller. Joseph Coe. Robert Gill. C G Hopkins. J M Hopkins & G R Hopkins

January 16th The above named John F Vaben. Andrew Keyes and Wm B Irwin appeared and thereupon the said Philo Burnham and Benjamin Hopkins Administrator as aforesaid. filed with me a bond refering said claim to the arbitration of the said John F Vaben and Andrew Keyes and Elphas Burnham The paper herewith annexed marked (B) is a true and full copy of said last mentioned bond

And thereupon said last mentioned arbitrators were duly sworn as the law directs

The following witnesses were sworn and testified for the plaintiff

Jainter Burnham & C B Woodworth

For defendant

Joseph Coe. George Fuller. Robert Gill (C G Hopkins and J M Hopkins not called)

After hearing the testimony of the witnesses and the allegations of the parties the arbitrators retired. and in about an hour returned the following verdict signed by a majority of them as follows.

Philo Burnham
vs
Benjamin Hopkins. Administrator
of the Estate of E P Hathaway dec

Sworn before Wm B Irwin J P January 16th 1852

We the undersigned Arbitrators chosen by the parties in the above case this day met Before Wm B Irwin J P in the town of Milford and were duly qualified. after hearing the testimony and the allegations of the parties. we do adjudge that the plaintiff hath not any

cause of action against the defendant and that he pay the costs of this suit and reference

Given under our hands this 16th day of January 1852

Wm F Babin
Andrew Keyes

Whereupon judgement was rendered against the plaintiff for the costs in the case which are as follows

Arbitrators 62½ each	$187½	Justice fees	
2 Witnesses for Plff	100	Notice to arbitrators	20
4 " " Deft	200	Subpoenas for five	28½
Justice fees	117½	Swearing Arbitrators	12
Transcript	31	" 8 Witnesses	32
	$6.36	Judgement	25
		Transcript	31
			148.

The State of Ohio Mion County, Mion Township ss

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

William B Irwin J P
of the Township aforesaid

Article of agreement entered into this 10th day of January AD 1852 Between Benjamin Hopkins administrator of the Estate of E P Hatheway dec'd. and Philo Burnham, the said parties hereby agree to submit to arbitration all matters and claims existing between them and that the trial shall be before Wm B Irwin a justice of the peace, on the 16th day of January 1852 at 11 o'clock A.M. at his office in Mion Township and that said justice Wm B Irwin, Andrew Keyes & John F Babin shall be the arbitrators and that said Wm B Irwin said justice shall enter judgement on his docket for the amount of the award of said arbitrators and said parties hereby agree to abide said judgement and that it shall be collected as other judgements of the justice of the peace are, further the sd parties agree not to employ any lawyers in said arbitration. Given under our hands the day and year before mentioned

B Hopkins Adm of E P Hatheway
Philo Burnham

The State of Ohio Mion County Mion Township ss

I do hereby certify that the above is a full and true copy of the original Bond referred to in the above transcript as being marked (A)

William B Irwin JP
of the Township aforesaid

Article of Agreement entered into this 16th day of January 1852 Between Benjamin Hopkins administrator of Ebenezer P Hatheway dec^d and Philo Burnham of the county of Champaign State of Ohio. the said parties hereby agree to submit to the arbitration of John F Hahn. Andrew Reyes & Elisphas Burnham all claims the sd Burnham holds against the Estate of Ebenezer P Hatheway growing out of a company arrangement for a trip to California entered into in the Spring of 1850 into which the said Burnham paid one hundred dollars which he now claims of the (B) said Hatheway's Estate. he being the person to whom the money was paid. the trial to be at Milford on the 16th day of January 1852 at 11 o'clock A.M. Before William B Irwin a justice of the peace in and for the County of Union State of Ohio, who is to issue all process and subpoena necessary in the case, swear the arbitrators and witnesses Render a judgement on the award of the arbitrators and perform all the duties required of a justice of the peace in such cases and the parties hereby bind themselves to abide the award of the above named arbitrators and the amount awarded shall be collected as the law requires in such cases and the parties further agree not to employ any lawyers in said case of arbitration. given under our hands this 16th day of January 1852

B Hopkins adm of the estate of E P Hatheway
Philo Burnham

The State of Ohio Union County Union Township ss
I do hereby certify that the above is a full and true copy of the original Bond referred to in the within Transcript as being marked (B)

William B. Irwin JP
of the Township aforesaid

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

To the Clerk of Union Common Pleas
Dated this 29th day of January 1852

W. W. Woods
Judge of Union Common Pleas Court

B. Hopkins Adm,
+ c
Atls
Philo Burnham

Joinder in
Certiorari

Filed May 10 1852
James Lowner Clerk

By Cole + Poste

Benjamin Hopkins Admr,
of Ebenezer P. Hathaway,
adls
Philo Burnham

In Certiorari

And the said Benjamin Hopkins
now comes and says that there is no
error either in the record and proceedings
aforesaid, or in giving Judgement aforesaid,
And therefore he prays, that the said
Judgement may be affirmed, and that his
costs may be adjudged to him &c,

By Cole & Porter
his Attys.

Union Com. Pleas

Phila Burnham
vs
Benjamin Hopkins Admr
of the Estate of E. P. Hatheway decd

Writ of Certiorari

Filed Mond Aug 1852
James Mann Clerk

The State of Ohio Union County ss.

To William B. Irwin Esqr. a Justice of the Peace. within and for the Township of Union and County aforesaid Greeting:

We command you. that a certified Transcript of the record and proceedings of a certain Arbitration Suit. lately pending before you Wherein Philo Burnham was plaintiff and Benjamin Hopkins Administrator of the Estate of E. P. Hatheway deceased was defendant. and wherein On the 16th day of January A.D. 1852 You rendered a judgment for the Sum of Six dollars and thirty Six cents Costs. in favor of the Said Benjamin Hopkins administrator of the Estate of ~~[illegible]~~ E. P. Hatheway deceased. and against the Said Philo Burnham, with all things touching the same. as fully as the Same are now before You. You Send Sealed and inclosed with this Writ to Our Court of Common Pleas within and for the Said County of Union on the first day of the next Term thereof.

Witness James Rinkade jr clerk of Our Said Court of Common Pleas this 31st day of January A.D. 1852

James Rinkade jr Clerk

And the said Philo Burnham now comes and says that in the record and proceedings aforesaid there is manifest error, in this wise

1st The bond of submission does not require the justice of the peace to approve of the arbitrators chosen to award between the parties

2d ~~[illegible]~~ The arbitrators chosen were not approved by any justice of the peace ~~[illegible]~~, according to the statute in such case made & provided, neither was any approval of the referees filed with the said Wm B Irwin

3d The award does not show that all of the arbitrators were present at the time and place mentioned in the bond

4 The award was not signed and agreed to by all of the arbitrators, and the bond would not authorize a majority to make an award

5th The award of the arbitrators is void

6th A copy of the award was not given to the ~~plaintiff~~ Philo Burnham

7 The said Philo Burnham ~~[illegible]~~ never had a day in court, ~~having~~ never brought suit

8 The justice of the peace had no authority under the bond aforesaid to enter said judgement against the said Philo Burnham; the bond authorizing the judgement to be entered upon the award by the justice of the peace is not a statutory bond such as to allow a judgement to be entered upon the award without giving the party against whom the judgement is to be entered notice of such proceeding

The proceedings aforesaid are otherwise erroneous, wherefore the said Philo Burnham prays that ~~said judge~~ ment may be reversed &c

March 30th 1852 By Curry & Bingham Attys for Plff

Philo Burnham
vs
Benjamin Hopkins administrator
of the Estate of Ebenezer P Hathaway dec'd

January 12th 1852 The said parties filed with me Wm B. Irwin a justice of the peace within and for the county of Union State of Ohio. a bond referring a claim therein set forth to the arbitration of John F. Faben. Andrew Keyes. and Wm B. Irwin. The paper herewith annexed marked (A) is a full and true copy of said Bond

Notice issued to the above named arbitrators. to meet at Milford January 16th 1852 at 11 o clock A.M.

Subpoena issued by order of the defendant for George Fuller. Joseph Coe. Robert Gill. C G Hopkins. J W Hopkins & G R Hopkins

January 16th 1852 The above named John F. Faben. Andrew Keys and William B. Irwin appeared and thereupon the said Philo Burnham and Benjamin Hopkins Administrator as aforesaid filed with me a bond referring said claim to the arbitration of the said John F. Faben and Andrew Keyes and Elphas Burnham. The paper herewith attached marked (B) is a true and full copy of said last mentioned bond

And thereupon said last last mentioned arbitrators were duly sworn as the law directs

The following witnesses were sworn and testified for the plaintiff

Jamter Burnham & C B. Woodsworth

For defendant

Joseph Coe. George Fuller. Robert Gill (C G Hopkins & J W Hopkins not called also Sarah Hopkins

After hearing the testimony of the witnesses and the allegations of the parties, the arbitrators retired and in about an hour returned the following verdict signed by a majority of them as follows

Philo Burnham
vs
Benjamin Hopkins Administrator of the Estate of E P Hathaway dec'd

Met before Wm B Irwin J P January 16th 1852

We the undersigned arbitrators chosen by the parties in the above case this day met Before Wm B Irwin J P in the town of Milford and were duly qualified, After hearing the testimony and the allegations of the parties we do adjudge that the plaintiff hath not any cause of action against

the defendant and that he pay the costs of this suit and reference

Given under our hands this 16 day of January 1852

John F Babin

Andrew Keyes

Whereupon Judgement was rendered against the plaintiff for the costs of this case which are as follows

Arbitrators 62½ each	$1.87½	Justice fees	
2 Witnesses for pl'ff	1.00	Notice to arbitrators	20
4 " " def't	2.00	Subpoena for pl'ff	28½
Justices fees	117½	Swearing Arbitrators	12
Transcript	81	" 8 Witnesses	32
	$6.36	Judgement	25
		Transcript	31
			$1.48

The State of Ohio Miami County Miami Township ss

I do hereby certify that the above and within is a full and true copy from my docket of the proceedings held by and before me in the above case

William B Irwin J P

of the Township aforesaid

Article of Agreement entered into this 16th day of January 1852 Between Benjamin Hopkins administrator of the Estate of E P Hathaway dec and Philo Burnham, the said parties hereby agree to submit to arbitration all matters and claims existing between them and that the trial shall be before Wm B Irwin a justice of the peace on the 16th (A) day of January 1852 at 11 o'clock A M at his office in Miami Township and that said justice Wm B Irwin Andrew Keyes and John F Babin shall be the arbitrators and that the said Wm B Irwin said justice shall enter judgement on his docket for the amount of the award of said arbitrators and said parties hereby agree to abide said judgement and that it shall be collected as other judgements of the justice of the peace are. Further the said parties agree not to employ any lawyer in said arbitration. Given under our hands this day and year before mentioned

B Hopkins Adm of E P Hathaway

Philo Burnham

The state of Ohio Miami County Miami Township ss

I do hereby certify that the above is a full and true copy of the original Bond referred to in the above transcript as being marked (A)

William B Irwin J P

of the township aforesaid

Article of agreement entered into this 16th day of January 1852 Between Benjamin Hopkins, Administrator of Ebenezer P Hatheway dec^d and Philo Burnham of the county of Champaign, State of Ohio, the said parties hereby agree to submit to the arbitration of John F Haben & Andrew Keyes & Elphas Burnham, all claims the sd Burnham holds against the estate of Ebenezer P Hatheway growing out of a company arrangement for a trip to California entered into in the spring of 1850 into which the said Burnham paid one hundred dollars which he now claims of the (PB) said Hatheways Estate, he being the person to whom the money was paid, the trial to take place at Milford on the 16th day of January 1852 at 11 o'clock A.M. Before William B Irwin a justice of the peace in and for the county of Union, State of Ohio, who is to issue all process and subpoena necessary in the case, swern the arbitrators and witnesses, Render a judgement on the award of the arbitrators and perform all the duties required of a justice of the peace in such cases and the parties hereby bind themselves to abide the award of the above named arbitrators and the amount awarded shall be collected as the law requires in such cases. And the parties further agree not to employ any lawyers in said case of Arbitration. Given under our hands this 16th day of January 1852

B Hopkins Adm of the estate of
E P Hatheway dec^d
Philo Burnham

The State of Ohio Union County Union Township ss
I hereby do certify that the above is a full and true copy of the original Bond referred to in the within Transcript as being marked (PB)

William B. Irwin J P
of the township aforesaid

Civil/Domestic Case File

Case No. 1852-CV-0012

No. 52-CW-12

Union Common Pleas Court

Allen Latham
Plaintiff,

against

William Orr
Defendant.

JUN TERM. 1853

Decree for Plaintiff

Journal 5 Page 242-267 243

Record No. 6 Page 416

Ex. Doc. A Page 846

Law ~~No 83~~ 26

Union Com pleas

John Sloe Ex dem
Allen Latham
v
Richard Roe.

Ejm

No 1.

R

To file &c
Clk

Filed February 14th 1852
James Turner Clerk

Swan & Andrews

The State of Ohio, Union **county, ss.**

Court of Common Pleas, Spring **Term, A. D. 1852**

John Doe complains of Richard Roe, for that Allen Latham on the first day of May in the year of our Lord one thousand eight hundred and forty-nine at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Lot number Eight in the Subdivision of Survey No 5739 in the Virginia Military District and situate in said county and bounded as follows: Beginning at a stake in the north line of Survey No 5739 northeasterly corner to a lot deeded to Judith S Kellogg; thence S. 37 E 160 poles to a stake southeast corner to said Kellogg lot; thence N. 53 E 100 poles to a stake. thence N. 37 W 160 poles to the north line of said survey thence South 53 W. 100 poles to the beginning

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one hundred acres of arable land, one hundred acres of meadow land, one hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances, situate in said county of Union To have and to hold the same to the said John, from the first day of May in the year aforesaid, for and during the term of forty years, thence next ensuing: And also for that Allen Latham on the first day of May in the year of our Lord one thousand eight hundred and ~~forty~~-fifty at the county of Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, one hundred acres of arable land, one hundred acres of meadow land, one hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances, situate in said county of Union to have and to hold the same to the said John, from the second day of May in the year aforesaid, for and during the term of forty years, thence next ensuing: By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed, the said Richard afterwards, to wit: on the first day of June in the year of our Lord one thousand eight hundred and fifty with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs, to the said John then and there did; to his damage One hundred dollars. And therefore he sues, &c.

Swan & Andrews
attys for Pltff

John Stor Enders
Allen Latham
v
Richard Roe

The State of Ohio Union County ss

Daniel Gregg of the County of Ross in the State of Ohio, personally appeared before me the undersigned a justice of the peace in and for the township of Paris in said County of Union and made solemn oath that he on the 13th day of February AD 1852 did personally serve William Orr tenant in possession of the premises in the within declaration mentioned or a part thereof with a true copy of the within declaration and notice by leaving a true copy of the same at his residence with his wife and at the same time acquainted the said wife of the said William Orr with the intent and meaning of the said declaration and notice

Daniel Gregg

Sworn to and Subscribed before me this 14th day of February AD 1852

John B Coates
Justice Peace in & for
Union Co. O as above
mentioned

Mr. William Orr

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

Dated this 12th day of February A. D. 1852

RICHARD ROE.

John Doe Ejdem
Allen Latham
vs
William Orr
Ejectment for use of

Filed Nov 5 1852
Lewis Brown Clerk

Issued this writ by Recovery to each of the within
Named Jurors November 4 to 1852
Alexander Robson Demurrer Bill filed
cause not Paid

Fees Milage 55
Fees 25
80

William C Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Thomas Robinson & Alexander Robinson

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 John Doe & Jesse Allen Latham is Plaintiff, and William Orr 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 3d day of November A. D. 1852

James Turner Clerk.

April 14th 1853 I served this writ upon the following persons within named by notifying them &c = On the 16th day of April 1853 the said persons in this writ named appeared upon the premises within described except Lazarus Hartley who was unable to attend on account of sickness Thereupon I summoned James M Welsh a judicious person resident of said Union County having the qualifications of an elector, talesman in the place of said Lazarus Hartley who is sick, to serve on said Jury = They appeared at the time and place aforesaid; and the parties to these proceedings being also present by their agents and the said Jury being to both parties satisfactory, and thereupon the jury so made up were duly sworn according to law by Garret Harris a justice of the peace in and for said county, and with said jury I proceeded to and did then execute this writ as will appear by certain schedules hereto annexed

Fees

~~Each first two days~~

~~$4.00~~

Sheriffs fees

Service ~~$~~ Levis 100
Mileage 40
summoning jury ~~$~~ 3.00
Return 50
4.90

~~Sheriff of Union County Ohio~~

William C Mills Sheriff Union County Ohio

John Doe & Others
vs
Attest Valentine
vs
William, Ex.

Order for Scire fac

Filed. April 18 1853
James Evans Clerk

No 4

The Jury are entitled as follows

John Rundal	2 days	and	28 Miles
George R Hopkins	1 day	and	12 Miles
Jacob Partherner	1 Day	and	8 Miles
Samuel Reed	1 Day	and	11 Miles
James Kennedy	1 Day	and	20 Miles
Samuel Denel	1 Day	and	10 Miles
David Carr	2 Days	and	28 Miles
Joram Bird	2 Days	and	33 Miles
James M Welch	1 Day	and	8 Miles
Appelus Eastman	2 Days	and	32 Miles
James L Alexander	1 Day	and	8 Miles
James Thompson	1 Day	and	6 Miles

William C Mulin Sheriff

The State of Ohio
Union County

To the Sheriff of said County Greeting
Whereas on the 16th of November A.D. 1852
John Doe & Ebenezer Allen Latham recovered a
Judgment against William Orr 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. Lot number ~~Eight~~ in
the Subdivision of Survey No 3139, in the Virginia Mil
=itary District. Beginning at a Stake witness two
Sugar trees and ash. Easterly corner to a Lot owned
by Judith Kelloge, thence N 54° E parallel to the
present original line 100 poles, to a Stake Ironwood
Sugar tree and Swamp beech, thence N 36 W
160 poles to a Stake in the original line, thence with
said line S 54 E bearing the present corner 100 poles
to a Stake witness two Maples and an oak an
=other of Kellogs corners, thence with her line
S 36° W 160 poles to the place of beginning containing
one hundred Acres, and whereas on the rendition
of said Judgment our said Court of Common
Pleas on application for that purpose granted
to the said William Orr the benefit of the Statute
for the relief of Occupying Claimants, we
therefore Command you, that with delay by
the oaths of George R Hopkins, Goram Bird
Lazarus Hartley, Jas. S. Alexander, James Thompson
Tober Randall, Jacob Barthemore, Appellas
Eastman, Samuel Sewell, David Carr, Samuel
Reed, and James Kennady, and upon actual
View of the premises you cause to be made
a Just and true assessment of the value ~~tion~~
of all lasting and valuable improvements

made upon the lands and tenements aforesaid by the said William Orr, or any person or persons under whom the said William Orr holds the same previous to the 12th day of February AD 1852, and also that in like manner you cause to be made a fair 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 William Orr may have received from the same from and after the 12th day of February AD 1852, deducting the amount of such rents and profits from the estimate 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 16th day of November 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 Lowry Clerk of our said Court of Common Pleas at Mansfield this 30th day of March AD 1853.

James Lowry Clerk

J R Swan

George Ham

No 4 100 a

Left 17/4 or

"JE"

This Indenture made this seventeenth day of September in the year of Eighteen Hundred Forty Two, by and between Cecelia Anderson of Lewisville in the State of Kentucky by her agent and attorney in fact John R Anderson of Hocks County in the State of Ohio. of the first part. and George Barr of the County of Union in the State of Ohio of the second part Witnesseth that the said party of the first part. for and in Consideration of the sum of Two hundred fifty Dollars to her in hand paid by the said party of the second part. the receipt of which is hereby acknowledged. have given granted bargained and sold. and by these presents do give. grant. bargain and sell Unto the said party of the second part their heirs and assigns forever. the following described land. laying in Union County in the State of Ohio. and part of Survey Number Five Thousand one hundred and Thirty Nine (No 5139.) and lot No 4. of Subdivision Containing one Hundred acres Begining at the southeastern corner of Lot Number one, at a Hickory sugar and Beech, & running North 55° East. one hundred poles to Two Ironwoods and Hickory. thence South 37 East one hundred and Sixty poles to Two Hickories and Ironwood thence South 53. west one hundred poles to an ash Elm ironwood. thence North 37. west. one hundred and Sixty poles to the begining. together with all and singular the hereditaments and appurtenances thereunto belonging. or in any wise appertaining. and all the estate. right. title interest. claim or demand whatsoever. of them the said party of the first part Either in Law or Equity. to the above bargained premises. to the said party of the second part. their heirs and assigns forever. will warrant and forever defend by these presents.

In witness whereof the said Cecelia Anderson have hereunto set their hands and seals the day and year above written

Signed sealed and delivered in presence of
Jas Miller
James Miller

Cecelia Anderson (Seal)
by her attorney in fact
John R Anderson (Seal)

The State of Ohio Hocks County ss

Before me James Miller an acting Justice of the peace in and for the County aforesaid, personally Came John R Anderson. acting as agent and attorney in fact for Cecelia Anderson. and in that

capacity acknowledged for the said Cecelia Anderson the signing and sealing of the foregoing deed to be their free act and deed. In witness whereof I have hereunto set my hand and seal this seventh day of September in the year 1842.

James Miller J P (Seal)

Filed and Recorded Sept 21st 1842
P B Smith rec

The State of Ohio Union County ss
I Wm M Robinson Recorder of Union County Ohio Do hereby certify that the above is a True Copy Copy of the original deed as recorded in Book No 8. and pages 564 & 565. in the recorders office of Said County Ohio. and do hereby sign my name officialy and affix the seal of said office this 5th day of November in the Year of our Lord one Thousand Eight Hundred and Fifty Two

Wm M Robinson Recorder of
Union County Ohio

402

John McNeal

Testifies as follows

He built a house & stable & a little smoke house
He fenced in about 16 acres of ground, and cleared it off in common order = within the enclosure there was an acre and a half to two acres that was not cleared
This is the same that the cabin now stands

The State of Ohio Union County ss:

I do hereby certify that the above depositions of John McNeal. Emanuel Brown. and George Orr were taken & reduced to writing before me and the jury making the inquest above stated for valuation of improvements this 16th day of April AD 1853.

Garrett Harris J.P.

Fees — $1.00 J.P.
Witts fees
George Orr $.50
Emanuel Brown 50cts
Garrett Harris $.50

John Doe Ex dem } Union County.
Allen Latham } Common Pleas.
vs.
William Orr. } order for valuation of Improvements under occupying claimant Law.

Depositions of witness taken before the jury. valuing the improvements as to the amount of Improvement made previous to the entry of the defendant Orr. —
John McNair of lawful age being first duly sworn deposes and says. —

question by plaintiffs. agent.
Did your father ever have any claim to the improvements on the land in question?
answer well he had
question by same How did he acquire his title?
answer he bought of John R. Anderson acting for one of his sisters
Question by same How much land did your father buy from anderson?
Answer one hundred acres
question by same. When did he buy?
answer to the best of my recolection in the year one thousand eight hundred and thirty six —
question by same — Did he make any improvements on the land. & if so how much?
answer he built a house and stable and smoke house he fenced in what we supposed to be sixteen acres or two acres within the Inclosier was one and a half that was not cleared off the balance was cleared the buildings was within the enclosier

question by same. Did any person ever question your fathers title?

answer Thomas Robinson he came along the road and see us to work said he dident know but that was a lot of land that he had bought for taxes when he came back he said that he hadent any objection to us working there he found out that it wasent the lot he claimed in the winter or spring after he bought.

question by same. Was there any other than the outside fences on the sixteen acres? answer there was a cross fence ~~from~~ from the road back and something like an acres fenced in round the stable.

question by same. Do you know when the defendant Or. or those under him came into possession of those improvements?

answer I dont know exactly.

question by same. Do you know in what state the improvements were. When Or. came into possession of those made by your father?

answer as for the buildings they was in about cammon order with punchon flore and plank above in the house I would thing the grounds was in better order then than they are now with Exceptions the dead trees which soon it the fences was considerable out of order the fence was not as good as it is now.

Cross Examined

Have you purchased this field in controversy from Allen Latham ~~than~~

answer. I have But I have not got a deed

Has Wm Or made ther improvements on

the premises in this suit in dispute
their those mentioned by you answer he has
and further saith not Pro Mr Orr

Emanuel Brown of lawful age being first
duly sworn deposes & says.
question by plaintiffs agent.
Did John Mc Nair. Senr. (deceased). make any
improvement on the land & how much?
answer what improvements he did make was in
side of the sixteen acre field house and stable
in side the field. biger part of the field cleared
question have you purchased any of the land
in controversy of Allen Lathan this question
put by Attorney for defendant answer I have
purchased between three and fore acres my
share of the land does not include any of the
Improvements and further saith not
Emanuel Brown
George Orr witness for defendant first
being duly sworn deposeth & saith as follows

Question by Counsel for Deft
State what improvement were made upon
the premises in controversy when William Orr.
obtained possession thereof
answer the cabbins ware all inside the field
they wasent in very good condition the land was
chopped off in the first place seven or eight acres
of the field chopped off it had grown up a good deal
with sprouts two years ago I grubed the fence
about nine acres of the sixteen acre field

Has William Orr used or received any Rent for the
16 Acre field since this suit was commenced
answer he has not

Question by same
State what the condition of the fences was around the Macrefield when William Orr obtained possession
answer I dont recollect any thing about the cross fence the fences were very poor two years this last spring I helped build the fence around the sixteen field the stable was torn down and rebuilt and repaired

State whether any one has damaged the cabin built by Wm Orr since this judgement was obtained and who did
answer ~~Cooperriders~~ the floors were taken out by Cooperriders

question by plaintiffs agent.
Are you the son of the defendant Orr?
answer I am
question by same. When did your father enter into possession of the improvements made by John McNiel dec'd?
answer I think about six year
question by same. Who was in possession of these improvements immediately before the entry of your father?
answer Amos McNiel
question by same. How much of the sixteen acre field did Amos McNiel cultivate?
answer I think about thirteen acres
question by same: Were the cabin & outhouses in such order that they could be occupied at that time?
answer they could be lived in but not very comfortable and further saith not

George Orr

We the said Jury named in the within Writ, having been first duly sworn upon actual view of the premises in the within Writ described do also assess the damages which said land has sustained by waste as follows to wit Nothing

Making the whole amount of damages which said land has sustained by waste $0.00

April 16th 1833

Zaber Randall (Seal)
George R. Hopkins (seal)
Jacob Parthemer (Seal)
Samuel Reed (Seal)
L. R. Welch (seal)
David Carr (Seal)
Samuel S. Jewel (Seal)
James Kennedy (Seal)
James Thompson (Seal)
Jorum Bird (Seal)
G. Alexander (Seal)
Appelles Eastman (Seal)
(seal)

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 estimate the net annual value of the rents and profits which the said William Carr may have received from the same since the 12th day of February AD 1852 at ten dollars per annum which to this date amounts to $10.00

April 16th 1853

Jabez Randall (Seal)
George N. Hopkins (Seal)
Jacob Parthemer (Seal)
Samuel Reed (Seal)
James Kennedy (Seal)
Samuel S. Jewel (Seal)
David Carr (Seal)
Goram Bird (Seal)
J. N. Welsh (Seal)
Appelles Eastman (Seal)
Jas Thompson (Seal)
Wm Hersander (Seal)

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 estimate the value of said land ~~at~~ on the 12th ~~dollars~~ day of February AD 1852 at Ten Hundred dollars exclusive of the said improvements and damages for waste herein under this writ by us estimated

April 16th 1853

Wm Hersander (Seal)
James Kennedy (Seal)
James Thompson (Seal)
Goram Bird (Seal)
Jabez Randall (Seal)
Jacob Parthemer (Seal)
David Carr (Seal)
George N. Hopkins (Seal)
Appelles Eastman (Seal)
Samuel S. Jewel (Seal)
Samuel Reed (Seal)
J. N. Welsh (Seal)

Doe Ejm
Lathan
vs
In Eq

Dist Forbert

Filed Nov 11-1852
James Irvin Clerk

Received by Mr. Lay Phillips
Trinity 11 1852
Geo. Allen S
Fees 12 1/2
1/2

Allen & Allen Atty

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Levi Phelps

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~~ Present 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 Doe Eq Ben Lathan is Plaintiff, and Wm Orr 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 9th day of Nov A. D. 185 2

James Turner Clerk.

John Doe Ejectment.
Allen Latham
vs
William Orr

Pending in the Court of Common Pleas of Union County, in the State of Ohio.

Defendant's Deposition to be taken on the part of the plaintiff in the above cause in the above cause

Wm. H. Everett
Notary Public.

Filed Oct 21 1852
James Turner
Clerk

Opened at Request of
Jeffe Allen
Nov 3 1852
James Turner Clerk

Johnson Auditor
Vs } Dr'd
William Orr

$1.25
.44 interest
1.69
.62 penalty
2.31

COUNTY AUDITOR'S DEED.

This Indenture, MADE the Fifteenth day of January in the year one thousand and eight hundred and Forty Six by, and between John Johnson as County Auditor of the County of Union, in the State of Ohio, of the one part, and William Orr of the County and State aforesaid, of the other part, Witnesseth: That whereas, the Treasurer of the said county of Union, on the ~~second~~ Last Monday of ~~January,~~ December in the year one thousand eight hundred and thirty three did sell according to the provisions of the Statute in such case made and provided, to Thomas Robinson a part of the following described Survey of Land situate in the said County of Union, for the Taxes, Interest and Penalty charged thereon, to wit; No. of Entry 5139 Original quantity 1000 acres water course Darby creek Original proprietor Richard C. Anderson containing 100 acres and Entered on Duplicate for taxation in the name of Richard C. Anderson for the years A.D. 1832 and 1833

which said taxes, interest and penalty, amounted to the sum of Twelve dollars, Six cents & nine Mills and were forthwith paid by the purchaser, to the said County Treasurer. And more than two years having elapsed from the time of said sale, and the ~~parcel~~ said one hundred acres so sold, not having been redeemed, and the certificate of said sale, duly assigned to the said William Orr having been produced to me, and also, the return of the survey made by the county surveyor of said county, in conformity with the requisitions of said certificate. and the sum of $1 25/100 paid to Sd. John Johnson

NOW, IN CONSIDERATION of the premises, and on the request of the said William Orr the said John Johnson as County Auditor of said county of Union, doth hereby grant and convey to the said William Orr the premises so sold as aforesaid, which are described in said survey, as follows, to wit: Surveyed for Thomas Robinson 100 acres of land on Survey No. 5139 in the name of Richard C. Anderson as follows, Beginning at a Stake witness 2 sugar-trees and ash, Earterly corner to a lot owned by Judeth Kellogg from thence running N 54° E being parallel to the present Original line 100 poles, to a Stake a beech, Iron, Sugar tree and swamp beech, thence N 36° W. 160 poles to a stake, in the original line, then with Sd. line S 54° E. being the present course 100 poles to a Stake witness 2 maples & an Oak, another of Kellog's corners then with her line S 36° W. 160 poles to the beginning containing 100 acres William B. Irwin County Surveyor Ms. C. Fees of Surveying two dollars & fifty cents

TO HAVE AND TO HOLD the said premises, hereby conveyed, to the only and proper use, and benefit of the said William Orr his heirs and assigns, forever.

IN WITNESS WHEREOF, The said John Johnson as County Auditor of the said county of Union hath hereunto set his hand and seal officially, the day and year first above written.

John Johnson [SEAL.]

County Auditor of Union county.

In presence of
Reuben T. Mann
William B. Irwin

The State of Ohio, Union County, ss:

Before me, the subscriber, a Justice of the Peace, in and for the county aforesaid, personally appeared John Johnson County Auditor of said county of Union, and as such, acknowledged the above instrument to be his official act and deed, for the purposes therein expressed.

GIVEN UNDER MY HAND, This Fifteenth day of January A. D., 1846.

James Turner
J. P.

NOTE.—Where an entire tract of land or town lot is sold, the words in Roman relating to a less quantity, are to be stricken out. So as to those in Roman, relative to an assignee, when the deed is to be made to the original purchaser.

Auditor of State certified
as to Agnew Survey No 5139
was taxed from
1826. to 33 inclusive

Years.	Owners. Names.	original quantity	No of Entry	Water Course	Original Proprietor	acres.	Value	State Tax. D	State Tax. C	State Tax. M	County Tax. D	County Tax. C	County Tax. M	Road Tax. D	Road Tax. C	Road Tax. M	Total amt. D	Total amt. C	Total amt. M	Marginal notes.	
1826	Anderson Richard	1000	5139	Darbys cr	Richard Anderson	900	1239	2	48		9	91					12	39			
1826	Wiley Levi	"	"	"	"	100	136		27		1	09					1	36			
1827	Anderson Richard ✓	"	"	"	"	900	1239	3	77	7	5	66	5	3	77	7	13	21	9 ✓		paid
1827	Wiley Levi	"	"	"	Richard Stephenson	100	136		76	1	2	04			40	8	3	20	9.	1826 & 27	
1828	Anderson Richard b	"	"	"	Richard b Anderson	840 900	1157 1239	3 3	53 77	1 7	5 5	29 66	6 5	3 3	53 77	1 7	12 13	35 21	8 9 ✓	60 acres chg. on	paid
1828	Kellogg Judith S	"	"	"	"	60	82		24	6		36	9		24	6		86	1		
1828	Wiley Levi	"	"	"	"	100	136		94	2	1	41	3		94	2	3	29	7	1826. to 28.	
1829	[illegible]					900	1239	3	47	1	5	20	6	3	47	1	12 13	14 00	8 9 ✓	13.00.9	paid
1829	[illegible]							1	41	1	2	81		1	14	6	5	36	7	1826. to 29. Error. only 40 acres.	
									24	6		36	9		24	6		86	1		
								4	04	9	4	62	8	2	89	3	11	57	✓		paid
1830	Same	"	"	"	"	100	136	2	01	2	3	54	3	1	62	2	7	16	7	1826. to 30	
1830	Kellogg Judith ✓	"	"	"	"	60	82		28	7		32	8		20	5		82	✓		paid
1831	Anderson Richard b	"	"	"	"	840	1157	4	04	9	6	65	3	2	31	4	28	13		School House Tax 1830 7.55.7 1831 7.55.7	paid
1831	Same	"	"	"	"	100	136		47	6		78	2		27	2	1	53			
1831	Kellogg Judith S	"	"	"	"	60	80		28			46			16		1	90		School House Tax 1830 0.50.0 1831 0.50.0	
1832	Anderson Richard b	"	"	"	"	~~840~~	~~1157~~	~~4~~	~~04~~	~~9~~	~~4~~	~~62~~	~~8~~	~~3~~	~~47~~	~~1~~	~~12~~	~~14~~	~~8~~	sold to H. W. Perkins	
1832	Same	"	"	"	"	100	136	2	63	5	5	11	1	2	39	6	10	14		1826. to 31.	
1832	Kellogg Judith	"	"	"	"	60	80		28			32			24			84			
1832	Perkins H. W ✓	"	"	"	"	840	1157	4	04	9	4	62	8	3	47	1	12	14	8 ✓		paid
1832	Rob W ~~[illegible]~~					~~[illegible]~~	~~[illegible]~~	~~4~~	~~04~~	~~9~~	~~4~~	~~62~~	~~8~~	~~3~~	~~47~~	~~1~~	~~12~~	~~14~~	~~8~~		
1833								3	18		5	95	9	2	93		12	06	9	1826. to 33.	
									24			40			24			88	✓		paid
1833	Perkins H & W ✓	"	"	"	"	840	1157	3	47	1	5	78	5	3	47	1	12	72	7 ✓		paid

1829. on Treasurers duplicate at Marysville this marginal note which it would probably be well to have —
"1826. to 9 previous chg. to S Wiley improperly"

1833. on both duplicates the 100. acres. is No 5739. instead of No 5139 will this make any difference?

Auditor of State's Office, Ohio.
Columbus, Oct. 25. 1852

I William D Morgan, Auditor of the State of Ohio do hereby certify that the above is a true Copy of the several duplicates returned to this office from the County of Union for the years 1826, 1827, 1828, 1829, 1830, 1831, 1832 and 1833, relating to Entry No. 5139 in Darby township, Union County, as in said copies described with the marginal references and remarks, &c. In testimony whereof I have hereunto set my hand and official seal

Wm D. Morgan, Auditor of State

Years.	Owners. Names.	original quantity	No of Entry	Water Course	Original Proprietor	acres.	Value	State Tax. D	State Tax. C	State Tax. M	County Tax. D	County Tax. C	County Tax. M	Road Tax. D	Road Tax. C	Road Tax. M	Total amt. D	Total amt. C	Total amt. M	Marginal notes.	
1826	Anderson Richard	1000	5139	Darbys cr	Richard Anderson	900	1239	2	48		9	91					12	39			
1826	Wiley Levi	"	"	"	"	100	136		27		1	09					1	36			
1827	Anderson Richard	"	"	"	"	900	1239	3	77	7	5	66	5	3	77	7	13	21	9		paid
1827	Wiley Levi	"	"	"	Richard Stephenson	100	136		76	1	2	04			40	8	3	20	9	1826 & 27	
1828	Anderson Richard b	"	"	"	Richard b Anderson	840 / 900	1157 / 1239	3 / 3	53 / 77	1 / 7	5 / 5	29 / 66	6 / 5	3 / 3	53 / 77	1 / 7	12 / 13	35 / 21	8 / 9	60 acres ch'd. over	paid
1828	Kellogg Judith S	"	"	"	"	60	82		24	6		36	9		24	6		86	1		
1828	Wiley Levi	"	"	"	"	100	136		94	2	1	41	3		94	2	3	29	7	1826 to 28.	
1829	Anderson Richard b	"	"	"	"	900 / 840	1239 / 1157	3	47	1	5	20	6	3	47	1	13 / 12	00 / 14	9 / 8	13.00.9	paid
1829	Same	"	"	"	"	100	136	1	41	1	2	81		1	14	6	5	36	7	1826 to 29. Error. only 40 acres.	
1829	Kellogg Judith S	100	"	"	Richard S. Anderson	60	82		24	6		36	9		24	6		86	1		
1830	Anderson Richard b	1000	"	"	Richard b Anderson	840	1157	4	04	9	4	62	8	2	89	3	11	57			paid
1830	Same	"	"	"	"	100	136	2	01	2	3	54	3	1	62	2	7	16	7	1826 to 30	
1830	Kellogg Judith	"	"	"	"	60	82		28	7		32	8		20	5		82			paid
1831	Anderson Richard b	"	"	"	"	840	1157	4	04	9	6	65	3	2	31	4	28	13		School House Tax 1830 7.55.7 1831 7.55.7	paid
1831	Same	"	"	"	"	100	136		47	6		78	2		27	2	1	53			
1831	Kellogg Judith S	"	"	"	"	60	80		28			46			16		1	90		School House Tax 1830 0.50.0 1831 0.50.0	
1832	Anderson Richard b	"	"	"	"	~~840~~	~~1157~~	~~4~~	~~04~~	~~9~~	~~4~~	~~62~~	~~8~~	~~3~~	~~47~~	~~1~~	~~12~~	~~14~~	~~8~~	sold to H. W. Perkins	
1832	Same	"	"	"	"	100	136	2	63	5	5	11	1	2	39	6	10	14		1826 to 31.	
1832	Kellogg Judith	"	"	"	"	60	80		28			32			24			84			
1832	Perkins H. W	"	"	"	"	840	1157	4	04	9	4	62	8	3	47	1	12	14	8		paid
1832	~~Reed E. W. H.~~	"	"	"	"	~~840~~	~~1157~~	~~4~~	~~04~~	~~9~~	~~4~~	~~62~~	~~8~~	~~3~~	~~47~~	~~1~~	~~12~~	~~14~~	~~8~~		
1833	Anderson Richard b	"	5139	"	"	100	136	3	18		5	95	9	2	93		12	06	9	1826 to 33.	
1833	Kellogg Judith	"	5139	"	"	60	80		24			40			24			88			paid
1833	Perkins H & W	"	"	"	"	840	1157	3	47	1	5	78	5	3	47	1	12	72	7		paid

Auditor of State's Office, Ohio,
Columbus, Oct. 25. 1852

I William D Morgan, Auditor of the State of Ohio do hereby certify that the above is a true copy of the several duplicates returned to this office from the County of Union for the years 1826, 1827, 1828, 1829, 1830, 1831, 1832 and 1833, relating to Entry No. 5139 in Darby township, Union County, as in said copies described with the marginal references and remarks, &c. In testimony whereof I have hereunto set my hand and official seal

Wm D Morgan, Auditor of State

Latham
v
Orr

Union Co
Notice Dep
Oct 23/82
at
Sum & Andrews
offered –

Monday, Oct 11 1852 deposition in O.O. at Columbia G
a copy of with notice indorsed to Henry Memphis
Union Co. pledge p?.

Latham

John Doe Ex dem.
Allen Latham
v
Wm Orr

Union Com. Pleas
Depositions will be taken in this case by the plaintiff at the office of Swan and Andrews in Columbus Ohio between the hours of 8 A.M. and 6 P.M. on the 23 d October 1852 and will if necessary continue from day to day (Sundays excepted) until completed

Swan & Andrews
for plaintiff

I. Wm Orr a Murphy his atty
Oct 11 1852

Levi Wiley's
Deposition

9503
177
2
8554

Witness fee 50 cents paid by Plaintiff

And now comes the Defendant William Orr, and excepts to the foregoing Deposition of the said Seni Wiley, and for causes of exception shows to the Court the following:

1st Question No. 4 is a leading question, in this, that it is so worded as to suggest the witness that he is expected to say in his answer that he took measures to have said lot No. 6 entered for taxation in his name.

And defendant therefor prays the Court to suppress said question, and the answer thereto.

By Curry & Robinson
Atty's for Deft.

Dated Nov. 4th 1852

Quest 5 - Did you own or claim to own any other tract of land in Survey No. 5137 except Lot No 6 -

Ans I did not -

Quest 6 - Was the contract marked A. ever been cancelled or delivered up

Ans - I lost the original duplicate of contract "A." that was given to me - and many years after the contract was made but how long I do not remember - I went down to Chillicothe and saw Mr Latham and I said to him that I would give up the ~~contract~~ land - He replied that he would take the land but would not give back any money - Mr Latham did not deliver up my notes - nor the contract marked "A." I do not know whether that would be a cancelling of the contract or not -

And further deponent saith not

his
Levi ✗ Wiley
mark

I. T. C Hunter a Notary public in and for the County of Franklin & State of Ohio do hereby certify that the above named Levi Wiley 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 & place specified in the annexed notice In testimony whereof I have hereunto set my hand and affixed my official seal this 25 day of October AD 1853

T. C Hunter
Notary Public
Fr. Co. Ohio

Fees. Dep. 50 paid
Lab. 12½
62½

Deposition of a witness taken in a cause pending in the Court of Common Pleas of Union County Ohio wherein John Doe ex dem of Ellen Pathan is plaintiff and William Orr is defendant, and for said plaintiff in pursuance of the notice hereto attached and at the time and place therein mentioned present Joseph Swan Esq Atty for plaintiff

Levi Oviley of the County of Franklin & lawful age being first duly sworn by me as hereafter certified deposes as follows

Quest 1 by Plaintiff-
Please state what you know about the paper filed herewith and marked A.
Ans. It contains the terms of the agreement for the sale of the land therein described I believe it was made at the time it purports to have been made- I signed it as maker- I believe it to be the original duplicate of the contract-
Quest 2. Were you acquainted with the boundaries of lot No 6 mentioned in the contract and delineated on the plat-
Ans. I was- I helped survey it-
Quest 3. What was the No. of the lot you purchased
Ans. It was No 6. as delineated on the aforesaid Plat.
Quest 4. State what steps you took to have this lot entered for taxation
Ans. I believe that I applied to the County Auditor to have it entered for taxation in my name-

Latham
vs
Wm Orr

Pre & for Mtt

Filed Mr 3 1852
James Lorner Clerk

5 day

John Doe ex dem. of
Allen Pathan
vs
William Orr

Mun Common Pleas
Ejectment

Issue subpoena for Thomas Robinson and Alexander Robinson witnesses for the defendant

Curry & Robinson
Attys for deft

To the clerk of
Mun Com. Pleas
November 3d 1852

to compensation for his improvements be to be adjudged be in the the manner prescribed in the Statute for the relief of occupying claim=ants of land.

To which decision of the Court the said plaintiff in Ejectment has respectfully and prays the Court him to sign and seal his bill of exceptions, and that the same may be made part of the record, all of which is done accordingly.

Ben. Mecay Judge &c

Filed Nov 16 1852
James Spencer Clerk

No 3

Lathams Lessee
vs
Adm Orr.

Application for proceedings under Occupying Claimants Laws.

B

Be it remembered that on the hearing of this cause in the Common Pleas of Union County at the May Term thereof A.D. 1857, after the rendition of the judgment in Ejectment in favor of the plaintiff in Ejectment the defendant moved the Court to ~~allow~~ order an inquiry in to the value of improvements under the laws for the relief of occupying claimants of land, and in support of ~~the~~ said application the defendant filed and produced a deed from the Auditor of Union County to said defendant which is hereto annexed marked "A" and made part hereof. Also the tax duplicates for Union Co for the years 1829. 1830. 1831. 1832 and 1833, and the record of the Auditors sale of delinquent lands for 1833, and the record of the delinquent tax sales for that year, copies of all of which are hereto attached marked "B" and made part

hereof. The ~~plain~~ defendant also offered in evidence sundry tax receipts which are hereto attached marked "C." and made part hereof. The defendant also offered proof that he had made lasting and valuable improvements on the premises in controversy, and rested.

The plaintiff in Ejectment thereupon offered in evidence and abstract from the duplicates of the Treasurer of Union County for the years 1826. 1827. 1828. 1829 1830. 1831. 1832. & 1833. certified from the Office of the Auditor of State, which is hereto attached marked "D" and made part hereof. The plaintiff further offered the deposition of Cecil Wiley with the contract and plat therein annexed, which is hereto attached marked "E" and made part hereof. Also a Power of Attorney from Ann Ann C Lagan and Cecilia Anderson to John R Anderson dated May 7th 1835, which is hereunto filed marked "F" and made part hereof. Also a deed from Cecilia Anderson to Allen Latham dated Dec 16. 1848 which is hereto

marked "G" and made part hereof. Also a copy of a record of proceedings in Partition between the heirs of Richard C. Anderson, from the Court of Common Pleas of Ross County, which is hereto attached marked "H" and made part hereof. Also the deposition of John R. Anderson, proving the death of Richard C. Anderson and the names of his heirs, marked "I" and made part hereof. Also a copy of a deed from R. C. Anderson to Judith Kellogg marked "J" and made part hereof. Also a copy of a deed from Cecilia Anderson to George Kerr marked "K" and made part hereof.

~~And the plaintiff further offered parol evidence tending to prove that the lands described in the defendant's consent rule, were not the same lands meant and intended to be sold for taxes, and that the lands meant and intended to be sold were other and different lands, in the same section, and thereupon the plaintiff rested and, the evidence and argument of counsel being closed, it was decided by the Court that the defendant was entitled~~

1847

2, 18 day

No. 18th

Treasurer's Office, Marysville, Union County, Ohio, Dec 23d **184~~4~~7.**

RECEIVED OF William Orr two Dollars 18 cents

tax on 100 acres of land No 5139 for the yr 1847 ~~Also~~

~~Dollars~~ ~~cents in full for his chattel tax for~~

~~the year 184~~

C Gee Treasurer U. C.

2.74.7
10.1.1.8
2 47
7.64.8

TREASURER'S OFFICE, UNION COUNTY, Jan 8th 1849

Received of Wm Orr $ 274.7 tax on 100 acres

of land on Survey No. 5139 for the year 1848; also $ _____ in full for his chattel tax for ~~said year~~.

C Lee Treasurer U. C.

1849

2,68 Vaf

No. 20 ch

TREASURER'S OFFICE, UNION COUNTY, Nov 23 1849

Received of William Orr $ 2,68,0 tax on 100 acres of land on

Survey No 5139 for the year 1849 ~~Also $ in full for his chattel tax for said year.~~

C Lee Treasurer U. C.

TREASURER'S OFFICE, UNION COUNTY, OHIO, Dec 28th 1850

Received of William Orr $ 3,69 tax on 100 acres of land on

Survey No. 5139 for the year 1850; ~~also $~~ ~~in full for his chattel tax for said year.~~

Treasurer U. C.

1851

B.51.7

No. 2d Second

TREASURER'S OFFICE, UNION COUNTY OHIO, Nov 7th 1851

Received of William Orr $3.517 tax on 100 acres of land on survey No 5139 for the year 1851 ~~Also $ _____ in full for his chattel tax for said year.~~

C Lee Treasurer U. C.

1846

4 51 Day

No 17th

451
64
3.87

Treasurer's Office, Marysville, Union Co., O., Jan 6th **1847.**

RECEIVED OF William Orr 4 dollars 51 cents tax

on 100 acres of land for the year 1846 on Survey No. 5139

Also, ~~dollars~~ ~~cents in full for his Chattel Tax for said year.~~

C Lee Treasurer Union County.

1845

3, 28, 6 Jay

No. 16 Ult.

R C A 1845

Recd of Thomas Robinson $3.28½ tax on
100 acres of land No. 5139 for the
present year Decr. 19th 1845
A. Pollock Treas. M. C.

Jan Receipts for 1844

1844

3, 28, 6 Jan

No 15 St

Recd. of Thomas Robinson $3.28.6 mills tax on
100 acres of land No. 5139 for the present year
Decr. 6th 1844 A. Pollock Jr. M. C.

1843
3.18 Dar
No 14

Tax Receipt for 1843

TREASURERS OFFICE, Marysville, October 19th 1843

Received of Thomas Robinson $3.18.0 mills, ~~mills~~,

tax on 100 Acres of Land—No. 5139 ~~and $~~

in full for his ~~Chattel~~ tax for the year 1843 on said land

A. Pollock Treasurer, U. C. O.

$3.18.0

Thos Hyscott

1842

2.33.2 Jay

No. 12th

$

A. Pollock TREASURER U. C.

TREASURER'S OFFICE, MARYSVILLE, Decr. 27th 184 2

RECEIVED of Thos. Robinson $ 2.38.2 mills,

tax on 100 Acres of Land—No. 5139 ~~and $~~ ~~mills,~~

~~Chattel~~ tax for the year 184 2

$

A. Pollock TREASURER U. C.

January the 13 1846

Seventy five cents for ~~Surveying~~ marking a lot of
surveying tax land

Thomas Robinson

Wm Orr

Latham

3.51.7	paid	Nov 7th 1851	Int to March 21, 1853	.29.
3.69.0	"	Dec 28 1850		.49
2.680	"	Nov 23d 1849	"	54
274.7	"	Jan 8th 1849		53
2.180	"	Dec 23d 1847		69
4.510	"	Jun 6th 1847		1.68
328.6	"	Dec 19th 1845		1.43
3.28.6	"	Dec 6th 1844		1.63
3.180	"	Oct 17th 1843		1.79
.424	"	Oct 2d 1842		.26
2.332	"	Dec 27. 1842	"	1.43
2.96.8	"	Dec 24 1841		199
2.25.0	"	Nov 20. 1840		1.66
3.000	"	Dec 27th 1839		238
2250	"	Nov 29th 1838		193
1.987	"	Dec 6th 1837		191
1.93.6	"	Oct 10. 1836	"	1.90
1.72.5	"	Dec 31. 1835		177
163.2	"	Dec 16. 1834	"	178
4958.0				

Surveying land 1846 .75 cts

Interest on 49.58 till June 28d

26.78
~~49.58~~
76.53
75
85
$78.13
75
77 38

1839 No. 9th

3.00 Dy

TREASURER'S OFFICE, MARYSVILLE, Decr. 27th, 1839.

RECEIVED of Thomas Robinson 3 dollars 00 cents 0 mills tax on 100 acres of Land No. 5139 ~~also~~ ~~dollars~~ ~~cents~~ ~~mills~~ in full of his ~~chattel~~ tax for the year 1839.

$3.00

A. Pollock Treasurer of Union Co.

R C Andersons
Recpt

No. 10 lt.

1840

2,25 Day

173:

Treasurer's Office, Marysville: Nov. 20th 1840.

RECEIVED OF Thomas Robinson 2 dollars

25 cents and 0 mills tax on 100 Acres of Land No. 5-139 and

~~dollars~~ ~~cents and~~ ~~mills chattel tax~~ for the year 1840.

A. Pollock TREASURER OF U.C.

Tax Receipt

No. Tax 5641 1835

1,72,5 Dat

Recd. of Thomas Robenson $1.72.5 mills
tax on 100 acres of land No 5139
for the present year Decr. 31st 1835

A. Pollock
Trear N-C-

1834 No. 1st

1,632 Dr

TREASURER'S OFFICE, MARYSVILLE, Decr 16th **1834**

Received of Thomas Robinson 1 Dollars, 63 Cents, 2 Mills, on 100 acres of land, No. 5139 ~~Also, Dollars, Cents, Mills,~~ in full of his ~~Chattel~~ tax for the year 1834 on Said Land

A. Pollock TREASURER. U. C.

1,93,6 Day

County Treasurer's Office, sville, O. October 10th 1836

RECEIVED of Thomas Roberts sum of one Dollars,

93 cents, 6 mills, State and ty Tax on 100

acres of land No. 5139 ~~Also~~

~~dollars,~~ ~~cents,~~ ~~mills, tax~~ersonal ~~property,~~ for the year 1836

$1.93.6 J. Bellock *Treasurer of Union County.*

Ira Robinson
Receipt
School Dist
No. 7 $1.42.4m

1842

c.142.4.-9.07

16.13 4

Received of Thomas Robinson forty two cents 4 mills it being
A school tax laid on one hundred acres of land in the 7th
School District in Darby Township Union County State
of Ohio October 2nd 1842 No of Entry 5139

Thos C Treasurer of
Dist No. 7

1841

2.96.8 Jay

No. 11th

Treasurer's Office, Marysville, Dec. 24th 1841

RECEIVED of Thomas Robinson $ 2.96.8 mills,

tax on 100 Acres of Land—No. 5139 ~~and $~~ ~~mills,~~

~~Chattel tax~~ for the year 1841

$2.96.8

A. Pollock TREASURER U. C.

Tax Receipt R C A
1837

1837 { No. 7th
1,98.1 34

Gallagher, Printer, Columbus.

No.

Treasurer's Office, Union County, Ohio,

Decr. 6th 1837.

Received of Thomas Robeson

one Dollars, 98 cents, 7 mills,

tax on 100 acres of Land, No. 5739

~~likewise~~ ~~Dollars,~~ ~~cents,~~ ~~mills,~~

~~in full of his chattel tax,~~ for the year 1837.

$1.98.7

A. Pollock Treas. Union Co.

1838 } No. 8th

2.25 Doz

Treasurer's Office. Marysville, Union co. O. Nov. 29th 1838.

RECEIVED of Thomas Robinson 2 dollars, 25 cents,

mills, tax on 100 acres of land, No. 5139 ~~Likewise,~~ ~~dollars,~~

~~cents,~~ ~~mills,~~ in full of his ~~chattel~~ tax for the year 1838. on do land

$ 2.25 A. Pollock *Treas. U. C.*

Recorder. Union County
Latham vs. Orr.

To be
WB Canned
File Costs.

Received Dec 16th A D 1852
of Daniel Gregg $2.75 cts for copies of Deeds
used in the Case of Latham vs Wm Orr
Wm M Robinson recorder

We the jury duly empannelled under the within writ having been first duly sworn, upon actual view of the premises in the within writ described, do make the assessment of the value of all lasting ~~improvements~~ and valuable improvements made on the land aforesaid previous to the 12th day of February AD 1852 as well by William Orr aforesaid as by the persons under whom the said William Orr held the same, which are as follows to wit

~~One Cabin which we estimate at~~ $

Clearing 28 acres of said Land and fencing the same estimated by us at $ 84.00

One Stable which we estimate at $ 5.00

Finishing clearing and improving fences on Lands partly reserved before estimated at 25.00

The whole together is estimated by us at $ 114.00

Making the whole amount of said lasting improvements upon said premises assessed by us and liable to be assessed as aforesaid, one hundred and ten dollars

and deducting therefrom the sum of Ten dollars (being the amount of the rents and profits of said land estimated by us, as will more fully appear by the estimate herewith returned) leaves the sum of one hundred dollars

Excess in favor of the occupying claimant

April 16th 1853

L. H. Webb JP
Appellee's Costman

Jno Alexander (seal)
James Thompson (seal)
Jerum Bird (seal)
J. R. Hopkins (seal)
Peter Randall (seal)
Jacob Partheimer (seal)
David Carr (seal)
Samuel Jewel (seal)
Samuel Reed (seal)
James Kennedy (seal)
(seal)

The state of Ohio Union County ss

Be it remembered that on the 16th day of April A D 1853 before me a Justice of the peace in and for said County personally appeared the jury within named and before proceeding to view and make the assessment ~~in the premises~~ &c therein certified, and were duly sworn by me to make a true and just assessment in the premises under the application and order of the Court therein referred to. In Witness whereof I have hereunto set my hand this 16th day of April A D 1853 Garrett Harris

Fee $0.25

Justice of the peace in and for said County

The State of Ohio, Union county, ss.

Court of Common Pleas, Spring Term, A. D. 1852

John Doe complains of Richard Roe, for that Allen Latham on the first day of May in the year of our Lord one thousand eight hundred and forty-nine at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Lot number Eight in the Subdivision of Survey No 5139 in the Virginia Military District and situate in said County and bounded as follows: Beginning at a stake in the north line of survey 5139 north easterly corner to a lot deeded to Judith S Kellogg: thence S. 37 E. 160 poles to a stake southeast corner to said Kellogg lot; thence N. 53 E 100 poles to a stake; thence N 37 W. 160 poles to the north line of said survey; thence S. 53 W. 100 poles, to the beginning and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, One hundred acres of arable land, One hundred acres of meadow land, One hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances, situate in said county of Union To have and to hold the same to the said John, from the first day of May in the year aforesaid, for and during the term of forty years, thence next ensuing: And also for that Allen Latham on the first day of May in the year of our Lord one thousand eight hundred and ~~forty~~-fifty at the county of Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, One hundred acres of arable land, one hundred acres of meadow land, one hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances, situate in said county of Union to have and to hold the same to the said John, from the second day of May in the year aforesaid, for and during the term of forty years, thence next ensuing: By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed, the said Richard afterwards, to wit: on the first day of June in the year of our Lord one thousand eight hundred and fifty with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage one hundred dollars, And therefore he sues, &c.

Sam'l C Andrews
attys for plff

Mr. William Orr

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

Dated this 12th day of February A. D. 1852

RICHARD ROE.

John Sloe ex dem
Allen Latham
v
William Orr.

Eject. Proceedings under
Occupying Claimant
Law

This day came the said parties
by their Attorneys and the jury having made
return of their assessments & and no good
cause being shown against the same on motion
of the parties the said assessment and valuation
are confirmed. And the said jury having reported
the sum of one hundred ~~and ten~~ dollars in favor
of the said William Orr ~~as etc~~ for improvements
~~and~~ after deducting ten dollars for rents as
required by law, the said Allen Latham
now here in Court elects to take the said
land and pay the said William Orr said
sum of one hundred dollars so allowed by said
jury in favor of said ~~Allen~~ Orr, and the Court
on motion of said Latham do order the said
Allen Latham to pay into the hands of the Clerk
of this Court for the said Orr said one hundred
dollars within ninety days from this day: and
upon payment thereof and the taxes paid by said
Orr and his assignee ~~and~~ on said land ~~being~~
amounting with interest to the first day of
this term to the sum of seventy seven dollars thirty
Eight Cents, with interest which may thereafter accrue
upon this judgment herein. And it is further
considered by the Court that the defendant
recover of the plaintiff the Costs of the
proceedings under the occupying Claimant
law taxed at _____ Dollars

cents

J R Gwan

Mr Kellogg's
widow
60 years
now

"J"

This Indenture made this 18th day of November in the yem of our Lord one Thousand Eight Hundred and Twenty five. between Richard C Anderson by J Latham his attorney, of the County of Jefferson and State of Kentucky of the one part, and Judeth S Kellogg widdow of J H Kellogg of the County of Madison and State of Ohio, of the other part, Witnesseth that the said Anderson for and in Consideration of the sum of fifty Dollars Current Money of the United States of America to him in hand paid the receipt whereof he doth hereby acknowledge and forever acquit and discharge the said Judeth S Kellogg her heirs, Executors and administrators hath Granted bargained sold, aliened, and Confirmed, and by these presents doth grant bargain, sell, alien and confirm Unto the said Judith S Kellogg and her heirs and assigns forever, all that tract or parcel of Land, lying & being in the County of Union, in said State of Ohio, on the waters of Robinsons Run of Derby Creek, part of Survey No 5739, Entered, surveyed and patented To said Anderson being the same survey out of which Levi Wiley purchased Begining at a Hickory and Two Elms, westerly corner to said Survey, thence with the original line thereof, South 57 East one Hundred and Ninety poles to Three Hickories, corner to Lot No 7, thence North 53 East Eighteen poles to the corner of Lot No 8, thence binding thereon N 37 W. one Hundred and sixty poles, to the Line of the original survey, thence with said line S 53 W one Hundred and Sixty poles to the begining, Containing Sixty acres, being a Remaining Gore in the Subdivision of said Survey,

Together with all Improvements, watercourses profits and appurtenances whatsoever, to the said premises belonging, or in any wise appertaining and the reversions, Remainders and profits thereof, and all the Estate, Right, title, Interest property, Claim and demand of him the said Richard C Anderson, of In and to the same

To have and to hold the land hereby conveyed with all and singular the premises and Every part and parcel thereof, with every of the appertenances Unto the said

Judith S Kellogg and her heirs and assigns forever to the only proper use and benefit and behoof of her the said Judith S Kellogg and her heirs and assigns forever. and the said Richard C Anderson for his heirs Executors and administrators doth covenant, promise, and agree to and with the said Judith S Kellogg her heirs and assigns by these presents, that the premises before mentioned now are and forever hereafter shall remain free and from all former and other gifts, grants, bargains, Sales, Powers rights, and titles of Power, Judgments, Executions, Titles, troubles, Charges and incumbrances, whatsoever, done or suffered to be done by him the said Richard C Anderson, And the said Richard C Anderson & his heirs all and singular the premises hereby Bargain and sold with the appurtenances unto the said Judith S Kellogg, and her heirs and assigns against him the said Richard C Anderson and his heirs, all and Every other person or person whatsoever, doth and will warrant and forever defend by these presents, In Testimony whereof he the said Richard C Anderson by his attorney, hath hereunto set his hand and seal the day and year above written,

Signed sealed and delivered
in the presence of
James Smith
Peter Patterson
Beza Latham

Richard C Anderson (Seal)
By his attorney in fact
Allen Latham

The State of Ohio Ross County ss
Personally Came before Me the Subscriber a Justice of the Peace, in and for the County aforesaid, Allen Latham who acknowledged the signing and sealing and delivering of the within deed to Widowe Judith S Kellogg to be the act and deed of Richard C Anderson for which he acts as attorney, by virtue of a written power, him thereunto Enabling, bearing date 20th February 1823, and Entered of record in sequal County of this State, In Testimony whereof I have hereunto set my hand and seal this 18th day of November A D 1825, Peter Patterson J P (Seal)

The foregoing Deed was filed And Recorded July 15th 1826. Silas G Strong Rec

The State of Ohio Union County ss

I Wm. M Robinson Recorder of Union County Ohio Do hereby certify that the above is a true copy of the original record as recorded in Book No 2 and pages 100 & 101. in the Recorders office of said County and State. and do hereby sign my Name officialey this 5th day of November in the year of our Lord one Thousand Eight Hundred and Fifty Two.

Wm M Robinson Recorder of
Union County Ohio

John Doe Ex. dem.
Allen Latham

vs

William Orr

R.

No 2

plea

Filed June 19th 1852
James Lowner Clerk

C V R

John Doe. Ejectment of demise of
~~William M. Barclay~~ &
~~Thomas M. Barclay~~
Allen Latham
vs
William Orr

And the said William Orr comes and ~~appears~~ =
=fesses the lease, entry and ouster in the said declaration mentioned and admits himself to be in possession of the lands desori=
=bed as follows, being part of survey No. 5139 in the name of Richard C. Anderson as fol=
=lows to wit beginning at a stake, witness two sugar trees and ash, easterly corner to a lot owned by Judith Kellage, thence N 54° E parallel to the present original line 100 poles, to a stake, ironwood, sugar tree and swamp beech, thence N 36 W 160 poles to a stake in the original line, thence with said line S 54 E, being the present course 100 poles to a stake, witness two maples and an oak, an=
=other of Kellage's corners, thence with her line S 36° W. 160 poles to the place of beginning, con=
=taining one hundred acres; parcel of the premises in said declaration mention=
=ed, and for plea says that he is not guilty of the trespass and ejectment in said declaration alleged against him and of this he puts ~~himself~~ himself upon the country and the said John Doe doth the like

Curry & Robinson
His Attys

Civil/Domestic Case File

Case No. 1852-CV-0013

No. 52-CV-13

Union Common Pleas Court.

James S. Alexander
Plaintiff,

AGAINST

George Miller
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$10 45

Journal 5 Page 165

Record No. 6 Page 289

Ex. Doc. A Page 242

Case No 34

James S. Alexander

vs

George Miles

Contd Case

(Recorder)

1850

James W Alexander
vs
George Miles

Precipe
Assumpsit
Damages
$500.00

Filed February 26 1852
James Livingston Clerk

J C Dwight
Atty for Plaintiff

James S. Alexander
v.
George Miles

Assumpsit
Damages $500.00

Issue a summons. Returnable at next term. Endorse Suit brought, on ~~parole contract, made~~, to recover five hundred Dollars. damages. for the non performance of a parol contract, entered into between Plaintiff. and Defendant on or about the 16th day of February A.D. 1852. wherein the said Defendant. agreed. to deliver. to said Plaintiff. a certain One horse buggy, on or before. the 19th day of February 1852, for which. the said buggy. Plaintiff. was. to make and execute. Four Deeds. for four Lots in the town of Richwood. Union County Ohio. Auditors. Deeds for two of said Lots. and Two Deeds in fee. for the other two. and pay the said Defendant ten Dollars in Money, which said ten Dollars was. paid. to Defendant, and said Deeds. Made. and tendered. to said Defendant. according to said agreement. and said. Defendant refused. to comply. with said contract. Also. for goods sold. and delivered. money had and received.

J. C. Doughty attorney
Plaintiff

February 26 1852.

To James Turner Clerk Union
Common Pleas

No 34

James C. Alexander
vs
George Miles.

Declaration

Filed July 13th 1852
James Turner Clerk

J. C. Dougherty
Att'y for Plaintiff

State of Ohio } Court of Common
Union County } pleas. April Term AD 1852.

James S. Alexander by J. D. Doughty his attorney complains of George Miles in a plea of Assumpsit, for that whereas: Heretofore to wit on the seventeenth day of February AD 1852. at the County of Union and State of Ohio the plaintiff at the request of the Defendant bargained and agreed with the Defendant to buy of him, and the Defendant then and there sold to the plaintiff, divers goods, to wit a One horse buggy, at the price of eight Dollars, to be delivered by the Defendant, to the plaintiff on the 19th day of February AD 1852. at the Town of Marysville and to be paid for by the plaintiff to the Defendant on the delivery thereof, as follows, to wit, said plaintiff was to make, execute and deliver to said Defendant, four Deeds for four Lots, in the Town of Richwood and County aforesaid. Deeds in fee for two of the Lots, and Auditors deeds for the other two, and pay ten Dollars in Money in hand, which said ten Dollars was paid said Defendant at the time the contract was made as aforesaid, and also that said deeds were tendered and in consideration thereof and that the plaintiff at the request of the Defendant, had then and there promised the Defendant to accept and receive the said buggy, and to pay him for the same at the rate or price aforesaid, he the Defendant undertook and then and there promised the plaintiff to deliver the said Buggy to the plaintiff at the Town of Marysville aforesaid, and did, although the time for the delivery of the said Buggy, as aforesaid hath long since elapsed and the plaintiff hath always been ready and willing to accept, and receive the said Buggy, and to pay for the same at the rate or price aforesaid, to wit at the County of Union aforesaid, whereof the Defendant afterwards to wit on the said 19th day of February AD 1852 had Notice and was then and there requested by the plaintiff, to deliver to him the said Buggy, on the terms aforesaid yet the defendant not regarding his said promise, did not nor would, on the said 19th day of February AD 1852. or at any other time deliver the said Buggy, to the plaintiff but wholly neglected and refused so to do, to wit at the County aforesaid whereby the plaintiff hath lost, and been deprived of divers great gain, and profits, which, might, and otherwise would have accrued and accrued to him from the delivery of the said Buggy, to the plaintiff as aforesaid to wit at the County aforesaid.

And whereas also the Defendant on the 23d day of February ~~March~~ AD 1852. at the County of Union was indebted to the plaintiff in five hundred Dollars for the price and value of goods, then and there bargained and sold by the plaintiff to the Defendant at his request

And in five hundred Dollars for the price and value of goods then and there sold and delivered by the plaintiff to the Defendant, at his request And in five hundred Dollars for work and labour done and materials for the same provided by the plaintiff for the Defendant at his Request And in five hundred Dollars for money then and there lent by the plaintiff to the Defendant at his request. And in five hundred Dollars for money then and there paid by the plaintiff for the use of the Defendant at his request And in five hundred Dollars for money then and there received by the Defendant for the use of the plaintiff. And in five hundred Dollars for Money found to be due from the Defendant to the plaintiff on an account then and there stated between them 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 on Request Yet the Defendant hath disregarded his promises and hath not paid the last mentioned moneys or any part thereof, to the Damage of the plaintiff five hundred Dollars and therefore he brings his Suit

By J. C. Doughty his atty

of October 1844 obtained a decree against said Organ for $96.80 and obtained an order of sale commanding the Sheriff of said county to sell said Lot No. 50. and Lots 19 and 63 in said town to make said sum of money; that said Lot No 50 was sold to one J. B. W. Haines. but said Sale was set aside by said court because said purchaser was one of the appraisers of said Lot; that said court at June term thereof 1852 ordered said Sheriff to sell said Lot No 50 as aforesaid to make the sum aforesaid; that as soon as the defendant discovered that said Lots were encumbered as aforesaid he refused to deliver the buggy. but proposed to the plaintiff. that if the plaintiff would execute to him a bond with satisfactory security. conditioned that he would indemnify the defendant in case said Lots should be sold to pay off said encumbrances. that then the defendant would deliver up the buggy; that the plaintiff is insolvent and would not be able to pay the defendant, upon the breach of his covenants of warranty in his deeds, the sums which the defendant would be compelled to pay to clear said Lots of incumbrances or any part thereof; that the defendant has always been ready to deliver up the buggy to the plaintiff as soon as such a bond as aforesaid should be given him, or as soon as the plaintiff should give to the defendant a good title to said premises and clear the same of incumbrances according to his said agreement

Curry & Robinson
Attys for Deft

George Miles
vs
James Alexander

Filed August 16th 1852
James Skinner Clerk

No 9

George Miles
ads
James Alexander

Mun Common Pleas
April Term 1852

And the said defendant comes and defends &c and says he did not assume and promise in manner and form as the said plaintiff hath declared against him and of this he puts himself upon the country and the said plaintiff doth the like

Curry & Robinson. Attys for plff

The plaintiff will also take notice that the defendant will give in evidence and insist at the trial of this cause that the promises referred to in said declaration were parol promises made concerning the sale of land. to wit four lots in the town of Richwood in the county of Union and state of Ohio. to wit the lots No. 50. 60. 139. and 140. and on account of the false representations following the defendant shall and does treat said parol contract as void, it not having been reduced to writing

The plaintiff will also take notice that the defendant at the trial of this cause will give in evidence and prove that at the time the said contract was made. the defendant falsely represented that he had a good and complete title in fee simple of lots No 50 and 60, that they were free and unencumbered. and agreed to warrant and defend the same against the lawful claims of all persons whatsoever; that owing to said representations the defendant verbally promised to buy said town lots & pay therefor a buggy; that soon after said contract was made the defendant discovered the plaintiff had not a good title to said lots and that said lots No 50. & 60 were not unencumbered but on the contrary were both encumbered by judgement liens to an amount vastly greater than their value and that lot No. 50 was further encumbered by a mortgage executed April 15th 1841 by John Organ to Moses B Cowin; to preclose which mortgage said Cowin filed his bill in this court against said Organ. and on the 22d day

Union Common Pleas

James S Alexander
vs
George Miles

Damages $500.00

Suit brought to recover five hundred Dollars, damages for the non performance of a parol contract, entered into between Plaintiff, and Defendant, on or about the 16th day of February A.D. 1852, wherein the said Defendant agreed, to deliver, to said Plaintiff a certain one horse buggy, on or before the 19th day of February 1852 for which said buggy, Plaintiff, was to make and execute four Deeds, for four Lots in the town of Richwood Union County Ohio, And to Deed for two of said Lots and two Deeds in fee for the other two, and pay the said Defendant ten dollars in money, which said ten Dollars was paid to Defendant and said Deeds made and tendered to said Defendant, according to said agreement and said Defendant refused, to comply with the said contract, also for goods sold and delivered money had and received

J. C. Dougherty attorney for Plaintiff

Filed March 8 1852
James Downer clerk

Serve this writ March 5th 1852 by delivering to the within named George Miles a certified copy of this writ

Fees Mileage 75
Serv 35
Copy 50
$1.40

William C. Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon George Miles

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 S Alexander

in a plea of assumpsit

damages Five hundred dollars

and have you then there this writ.

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

the 27th day of February A. D., 1852

James Turner Clerk.

James C. Alexander

v.

George C. Miles.

Price for Witness

Filed Oct 20 1851

Jas Turner
Clerk

J. C. Dunlap
Atty for Plaintiff

James L. Alexander
vs
George Miles

Sur Issue common pleas

Issue a Subpoena for George Miles ~~and~~ James Miles. as witnesses for Plaintiff.

Charles Rosett
Jr James Dunwoodie Clerk of Common Pleas
Oct 17th 1852

J. C. Doughty Atty for Plaintiff.

James S Alexander

vs

George Miles

Debt for Cert

Filed Nov 5 1852
James Turner Clerk

Draw this writ by Richard
to Each of the Attorneys
Nineteen Terms
Number 3d 1852

Fees Mileage 75
Draw 25
100

William G Mains Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon George Miles James Miles

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 James S Alexander vs Plaintiff, and George Miles vs 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.~~ Lowner, Clerk of our said Court, at the Court House in Marysville, this 20 day of October A. D., 1852

James Lowner Clerk.

James C. Alexander
vs
George Miles

Pltf's
Witnesses

Filed Nov 18 1852
James Lewis Clerk

James G Alexander } In Union Common
v. } pleas.
George Miles

Issue a Subpoena for James Welsh and William Welsh witnesses for Plaintiff. returnable forthwith.

J. C Dougherty atty for Plaintiff

To James Turner
Clerk of U.C. pleas
Novemb. 1852.

Alexander
vs
Miller
Sale for cost

Filed Nov 15 1852
Jas Lum Clk

Recd this writ by Reching to William M
Robinson Novemb 15th 1852

Fees Milage	5
Fees	12½
November 15th 1852	17½

William L Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Mr M Robinson

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~~ Thursday ~~day of next term, at~~ o'clock, A. M., to testify and the truth to speak on behalf of Pltff Defendant in a certain controversy in said Court depending, wherein James S Alexander

(Plaintiff , and George Mills

(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 15 day of Nov A. D. 1852

James Turner Clerk.

J. J. Stephens
vs
George Miles
Dub Forcit

Filed Nov 15 - 1852
Lewis Lemmon Clk

Served this writ by Reading to
Daniel Woolford Esq November 15th 1852

Fees Mileage 5 William C. Martin Sheriff
Serv 12½
17½

November 15th 1852

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Daniel Wolfer

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein James S Alexander is Plaintiff, and George Miles 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 15th day of November A. D. 1852

James Turner Clerk.

Lucell Atty Writ of Replevin to Court of the Justices Summer Term November 13th 1852

Jno Milroe S

Nov 13 1852 Levis 35/50

William L Adams Plaintiff

J S Alexander
vs
George Miles
Suit for rent

Filed Nov 13 1852
James Lyons Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James M. Walsh & William Bell Walsh

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein James S Alexander is Plaintiff, and George Miles 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 13 day of March A. D. 1852

James Turner Clerk.

George Miles

vs

James Alexander

Plea

On Statute of Frauds

1 McA. 483

II & IV. end OR 118

11 Ohio R 265

George Miles
ads
James Alexander

Main Common Pleas
April Term 1852

And the said defendant comes and defends &c and says that he did not assume and promise in manner and form as the said plaintiff hath declared against him and of this he puts himself upon the country and the plaintiff doth the like

Curry & Robinson
Attys for defendant

The plaintiff will take notice that the defendant on the trial of this cause will give in evidence and insist that the promises referred to in said declaration were parol promises made concerning the sale of four town lots, to wit In Lots Nos 50. 60. 139 and 140 in the town of Richwood in said County & state of Ohio; that the plaintiff represented at the time of the said contract that he had bought Lots Nos 139 and 140 at tax sale in the year 1844; that he had a good title in fee simple to Lots Nos 50. and 60; that they were free and clear from all incumbrances whatsoever; that the defendant was by said representations induced to buy of the plaintiff said four lots; the plaintiff agreeing to execute his deed with warranty for Lots No 50. and 60. and cause the Auditor of said county to execute deeds for Lots Nos 139 and 140. to the ~~plaintiff~~ defendant, and deliver to the ~~plaintiff~~ defendant the sum of ten dollars. and the defendant agreeing to sell the plaintiff a two horse buggy for said lots and money; that the defendant soon after said contract was made learned that said lots were not unencumbered, but that Lot No 50 was incumbered by a mortgage Executed on the 15th day of April 1841 by John Organ to Moses B Cornin, to foreclose which said Cornin ~~on the [illegible] after~~ filed his bill of complaint in the court of Common Pleas of said county and on the 22 day of October 1844 obtained a decree

against the said organ for $96.80 and obtained an order of sale commanding the Sheriff of said county to sell the said Lot No 50 and Lots No 19, and 68 in said town to satisfy the said complainant in the sum aforesaid; that said Lot No 50 was sold by said Sheriff to one J B W Haines and said sale was set aside on the 15th day of June A.D. 1852 and a new order of sale issued to said Sheriff, to sell the property aforesaid and make the money to satisfy the complainant aforesaid in the sum aforesaid; that said Lots No 50 and No 60 are encumbered and were, at the time of said contract, encumbered by judgement liens to an amount vastly greater than the value of the same, that the plaintiff had not any good title to said Lots; that the plaintiff is insolvent and would not be able to pay the defendant, upon the breach of his covenants of warranty in the deed, the sum or any part thereof, which defendant would be compelled to pay to clear said premises from incumbrance; that the defendant, as soon as he learned that said premises were so incumbered offered to the plaintiff to deliver him said buggy if the plaintiff would execute and deliver to the defendant a bond with sufficient surety, to indemnify the defendant, in case the said Lots should be sold to pay said incumbrances, but the plaintiff refused so to do, and the defendant refused to accept the deeds and has never taken possession of the premises, and has the said buggy ready for said Alexander as soon as such indemnification bond shall be executed; that the defendant is greatly damaged on account of the failure of the plaintiff to deliver said premises to the defendant unincumbered &c according to said contract; that two of the judgements which are and were at the time of said suit a lien upon said premises, are one of $127.50 rendered in this court on the 9th day of July 1851, in favor of J Shue Judy against the plaintiff - the other of $124.70 debt and $8.88 damages rendered in this court on the 2d day of July 1857 in favor of C D Varner against the plaintiff

Civil/Domestic Case File

Case No. 1852-CV-0014

No. 52-CV-14

Union Common Pleas Court.

Bates & Thucker
Plaintiff,

AGAINST

James, S Alexander
Defendant.

NOV TERM. 1852

Setter

Journal 5 Page 126

Record No. No Record Page

Ex. Doc. A Page 142

Law No 35

Bates & Whitcher

vs

James S. Alexander

Settled & cost paid

Not filed more

no Record

Bates & Whitcher
vs
J. C. Alexander

Prec. for Sum=

Filed March 9. 1852
James Turner Clerk

Bates & Whitcher
vs
J. V. Alexander

Mon Common Pleas
Assumpsit
Damages $200

Issue Summons returnable at the next Term & endorse on the writ

"Suit brought on a promissory note executed & delivered by the defendant to the plaintiffs for the sum of ninety five dollars & twenty five cents, on the 13th of October AD 1847. payable six months thereafter to the order of Bates & Whitcher. Also for goods sold & delivered, money lent & received, &c
Damages claimed two hundred dollars"

Curry & Robinson
Attys for Pltffs

To the Clerk of Mon Com Pleas March 9th 1852

Union County Pleas

Bates & Whitcher
vs
J. J. Alexander

Damages $200.00

Came this day at term by attorney
& filed affidavit & exhibit only & file
Writ Issued March 9 1850
Thomas Turner Clerk

Writs & Fees — Plaintiff

Suit Brought on a promissory note executed & delivered by the defendant to the Plaintiff for the sum of ninety five dollars & twenty five cents on the 13th of October A.D 1847 payable six months thereafter to the order of Bates & Whitcher. Also for goods sold & delivered, money had and received &c Damages claimed two hundred dollars.

Curry & Robinson
Attys for Plffs

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

Bates & Whitcher

in a plea of assumpsit

damages Two hundred Dollars

and have you then there this writ.

James Turner

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

the 9th day of March A.D., 1852

James Turner Clerk.

hath disregarded his said promises and though often requested, he hath not paid any of said sums of money, nor either of them, or any part thereof, to the damage of the plaintiffs two hundred dollars & therefore they sue &c

Curry & Robinson
Attys for Plffs

No 35
Bates & Ritchie
v
D. T. Alexander

Nar

Filed July 8 1852
James Skinner Clerk

The state of Ohio } In Miami Common Pleas
Miami County ss } Assumpsit. June Term 1852

Bates & Whitcher, partners in trade incorporated, doing business in the name and style of Bates & Whitcher complain of J. S. Alexander in a plea of Assumpsit, for that whereas the defendant on the 13th day of October AD 1847, at Cincinnati, to wit at the county of Miami aforesaid, made his promissory note in writing and delivered the same to the plaintiffs and thereby then and there promised to pay to the plaintiffs or order the sum of ninety five dollars and twenty five cents, six months after the date aforesaid, which period hath elapsed; and then and there in consideration of the premises, promised the plaintiffs to pay them the sum aforesaid according to the tenor and effect of said note = And whereas also the defendant afterwards, to wit, on the day and year aforesaid, at the county aforesaid, was indebted to the plaintiffs in the sum of two hundred dollars for the price and value of goods sold and delivered then and there by the plaintiffs, to the defendant at his request; And in the sum of two hundred dollars for money then and there had and received of the plaintiffs by the defendant at his request; and in the sum of two hundred dollars for the price and value of labor then and there done, and materials found, by the plaintiffs, for the defendant at his request And in the sum of two hundred dollars for money found to be due to the plaintiffs from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the first day of ~~June~~ March AD 1852 at the county aforesaid in consideration of the premises aforesaid ~~in consideration of the~~ promised to pay to the plaintiffs the said last aforesaid several sums of money on request, yet the defendant =

Civil/Domestic Case File
Case No. 1852-CV-0015

No. 52-CV-15

Union Common Pleas Court.

James Billington
Plaintiff,

AGAINST

Timothy Knox
Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT

$106 74

Journal 5 Page 227

Record No. 6 Page 409

Ex. Doc. 4 Page 330

Law No ~~36~~
No ~~14~~ 9

James Billington

vs

Timothy Knot

Cost bill
made Recd
a/peal

James Pillington
vs
Timothy Knapp

Pltff's Summons

Filed March 9th 1852
James Turner Clk

James Billington
v
Timothy Teno Jr

Main Common Pleas
Indebt
Debt $200. & Damages $100.
Issue summons returnable
at the next term & endorse
"Suit brought on a judgement of $106.74. damages
and costs rendered in Justices Court in Her-
-kimer County & state of New York on the 5th day
of July 1844 and docketed in the Clerks office
of said county on the 29th day of August 1846 at
2 h P.M. in favor of the plaintiff against the de-
-fendent, which judgment remains in full force
unpaid, unsatisfied and uninverseed. Also for
goods sold & delivered &c Debt $200 and dam-
-ages claimed $100"

Carry & Robinson
Attys pr Plff

To the clerk of Main
Common Pleas
March 9th 1852

mens Cases

James Billington
vs
Timothy Knott &

Summons

2

Recd this Writ March 25th 1852
& delivered to the Northern Prisoner Timothy Knott
a certified copy of this writ
Fees Mileage 90
Fees 35
Copy 25
$1.50
March 26 1852
William C. Mann Sheriff

Filed March 26 1852
James Dunn Clerk

Suit brought on a Judgment of $106.74 damages and costs rendered in Justices Court in Herkimer County & State of New York on the 5th day of July 1844 and docketed in the clerks office of said County on the 29th day of August 1846 at 2 h P M in favor of the Plaintiff against the defendant, which Judgment remains in full force unpaid, unsatisfied and unreversed. Also for goods sold & delivered & C Debt $200, and damages claimed $100,,

Curry & Robinson
Attys for Plff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Timothy Knox Jr

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 Billington

in a plea of Debt, Two hundred Dollars Debt,

damages one hundred Dollars

and have you then there this writ.

James Turner

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

the 9th day of March A.D., 1852

James Turner Clerk.

No 36

James Billington

v

Timothy Knox Jr

Nar-

3

Filed July 26 1852
James Lionner Clerk

Code, 56 & 57

The State of Ohio } Court of Common Pleas
Union County ss } June Term AD 1852

James Billington plaintiff complains of Timothy Knox Jr in a plea of debt for that whereas the plaintiff by the consideration and judgement of the justices court held within and for the county of Herkimer and state of New York, on the 5th day of July AD 1844 (~~and the said judgment of the County Court~~ and docketed in the clerks office of said county of Herkimer and thereby make a judgment of the County Court of said on the 29th day of August AD 1846 at 2 h. P. M. did recover judgement against the defendant by the name of Timothy Knox Jr. for the sum of one hundred and six dollars and seventy four cents damages and costs, as by the record thereof in said court appears, and a copy of which record duly authenticated, the plaintiff now here in court produces and the plaintiff further saith that the said judgement of said justice and the judgment of said court is still in force and not reversed annulled or satisfied, whereby an action hath accrued to the plaintiff to demand and have of the defendant the amount thereof above mentioned to wit the sum of one hundred and six dollars and seventy four cents

And also for that whereas the plaintiff on the fifth day of July in the year of our Lord one thousand eight hundred and forty four, before John D Richtmyer Esquire, one of the Justices of the peace in and for the county of Herkimer and state of New York at the office of said justice of the peace in said county by the judgement of the said John D Richtmyer, justice of the peace as aforesaid, recovered against the defendant a certain debt, and the costs in the suit in that behalf expended amounting in all to the sum of one hundred and six dollars and seventy four cents whereof the defendant was then convicted, which said judgement was docketed in the clerks office of said

county of Herkimer in the docket Book of Judgements in said office
and thereby became a Judgment of ~~said~~ the County Court of said County
on the 29th day of August AD 1846 at 2 h. P.M. all of which
will fully appear from the record of said docket entry of said
judgment docketed in said docket Book of Judgements as
aforesaid, which said record duly authenticated the plaintiff
now here in court produces, which said Judgment for
said debt and costs amounting to one hundred and six dollars
and seventy four cents still remains in full force and not
reversed, annulled, or satisfied, whereby an action
hath accrued to the plaintiff and to have from the defen
dant the amount above mentioned to wit the sum
of One hundred and six dollars and seventy four
cents

And whereas also the defendant on the first day of March
AD 1852 at the county of Union aforesaid was in
= debted to the plaintiff in the sum of ~~three~~ hundred
~~dollars~~ six dollars and seventy four cents; said
sum being the amount of a certain Judgement for
damages and costs, rendered in favor of the
plaintiff against the defendant, by John D Richt
= myer a Justice of the peace in and for the County of Her
kimer & state of New York, on the 5th day of July
AD 1844 and docketed in the clerks office of said
County in the docket Book of judgements of said
County on the 29th day of August AD 1846
as will more fully appear from a duly authen
ticated record of said docket entry now by the plaintiff
in Court produced, which said Judgement thereby became a Judgment of the County Court of said County
= and still ~~remains unsatisfied~~
remains in full force, and is not reversed annulled
or satisfied, as also the said Judgment of said Justice
remains, whereby an action hath accrued to the plain
= tiff to have from the defendant the aforesaid sum of
one hundred and six dollars and seventy four cents

And whereas also the defendant on the first day of
March AD 1852 at the county of Union aforesaid was indebted to the plaintiff in the
sum of two hundred dollars for the price of goods then

and there sold and delivered by the plaintiff to the defendant at his request
And in two hundred dollars for work then and there done and materials for the same provided by the plaintiff for the defendant at his request
And in two hundred dollars for money found to be due the plaintiff from the defendant on an account then and there stated between them.
Which said several sums of money amounting in the aggregate to two hundred dollars were to be respectively paid by the ~~plaintiff~~ defendant to the plaintiff on request yet the defendant hath not paid the same or either of them or any part thereof though often requested to pay the same to the plaintiffs damage one hundred dollars & therefore he sues

Curry & Robinson
Attys of Plff

Union Com. Pleas

Timothy Knox jr

ads

James Billington

Plea

4

Filed Aug 28 1852.

Jas Turner Clerk

Timothy Knox jr
Ads
James Billington } Union Common Pleas
In Debt.

And the said Timothy Knox jr comes and defends &c. and as to the said first, second, and third Counts, in the said declaration, says that there is not any record of the said supposed recovery in the said declaration mentioned, remaining in the Clerk's Office of Herkimer County and State of New York, in manner and form as the said James Billington hath in his declaration alleged, and this he is ready to verify; Wherefore he prays judgment, if the said James Billington ought to have or maintain his said action against him &c; and as to the, fourth, fifth, and last Counts of the said declaration, the said Timothy Knox jr says that he does not owe the said sums of money therein mentioned, nor any of them, nor any part thereof, in manner and form as the said James Billington, hath complained against him; and of this he puts himself upon the country &c; and the plaintiff doth the like &c.

J B Woods Atty. for
Defendant.

Bond for
Costs

5

Filed Nov 9 1852
James Lewin Clerk

Know all men that I am bound unto Timothy Terry Jr in the penal sum of twenty dollars for the payment of which I bind myself & heirs forever. signed & sealed this 9th day of Nov 1852

The condition of the above is such that whereas James Billington a non resident of the County of Union, Ohio, is plaintiff in a certain suit at law in the common pleas court in and for said county, and has been ruled by said court to give security for costs in said case. now if the said Wm M Robinson shall well and truly pay all costs and damages that shall be adjudged against said plaintiff in said suit this to be void. otherwise to remain in full force

Wm M Robinson

(Seal)

Union Common Pleas

Timothy Knox jr

vs

James Billington

Amended Plea

Filed December 25 1852

James Lowner Clerk

Timothy Knox jr
ads
James Billington } Union Common Pleas
In Debt

And the said Timothy Knox jr comes and defends &c. and as to the said first, second, and third counts in the said declaration, says that there is not any record of the said supposed recovery in the said declaration mentioned remaining in the clerk's office of Herkimer County and State of New York in manner and form as the said James Billington hath in his declaration alleged and this he is ready to verify; Wherefore he prays judgment if the said James Billington ought to have or maintain his said action against him &c

And for a further plea in this behalf the said Timothy Knox jr comes and craves, oyer of the record of the said supposed recovery in the said declaration mentioned and it is read to him in these words " In Justice's Court. Herkimer County James Billington against Timothy Knox jr, Judgment rendered July 5th 1844. by John D Richtmyer Esquire, a Justice of the Peace of said County for damages and costs $106.74. Judgment Docketed in the clerk's office of said County the 29th day of August 1846. at 2 h P M. which being read and heard, the said Timothy Knox jr says that the said James Billington ought not to have or maintain his aforesaid action against him, because he says, that no writ or process whatsoever, returnable in the Justice's Court of Herkimer County, before the said John D Richtmyer a Justice of the Peace of said County was sued and prosecuted, by and at the suit of the said James Billington, in the said ~~suit~~ in the said record,

that the Deft. never appeared in said suit, nor ever had notice thereof or any day in Court therein.
of the said supposed recovery mentioned, and this he is ready to verify; wherefore he prays judgment if the said James Billington ought to have or maintain his aforesaid action against him &c.

And for a further plea in this behalf the said Timothy Knox jr says that the said James Billington, ought not to have, or maintain his aforesaid action against him; because he says that the said suit upon which the said supposed judgment, in the said declaration mentioned was recovered, was commenced, only against his goods and chattels wherein he was never served with process, and of which he never had notice; and this he is redey to verify; wherefore he prays judgment if the said James Billington ought to have or maintain his said action against him &c.

And as to the fourth, fifth, and last counts of the said declaration ~~xxxxxxxx~~, the said Timothy Knox jr says that he does not owe the said sums of money therein mentioned, nor any of them nor any part thereof, in manner and form as the said James Billington hath complained against him and of this he puts himself upon the country &c and the Plaintiff doth the like &c.

J B Coats Atty
for Defendent.

Bellington
v
Knox

proof

Filed Nov 26 1853
James Lunn Clerk

James Billington
vs
Timothy Knox Jr

Judgement in Main Common Pleas

To the Clerk of Issue an Ex. for goods &c
Main Common Pleas
Nov 26th 1853

Carry to Robinson

75 850
90

D. A. 330

James Billington
vs
Timothy Knot.

Debt $106.74
Damages 57.00
Costs 8 23
This Writ 75

Filed March 31 1854
James Linn clerk

Cump & Robinson

Received this writ March 26 1853
To levy on Chattles Lands or Tenements Arma
Afterwards to Levy March 31st 1854

Fees Mileage	90
Levy	35
Return	5
	$1.30

William Mallison 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 24th day of June A. D. 1853

James Billington

recovered against Timothy Knot

as well as the sum of one hundred & six dollars and Seventy four cents for his debt, as the sum of Fifty Seven dollars ~~and~~ ~~cents~~, for his damages; as also the sum of $ 8.23 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 Timothy Knot

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 24th day of June A. D. 1853 until paid; also the sum of $ 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 James Billington

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 26th day of November A. D., 1853

James Turner Clerk.

Civil/Domestic Case File
Case No. 1852-CV-0016

No. 52-CU-16

Union Common Pleas Court.

John Morrison
Plaintiff,

AGAINST

James Evans
Defendant.

MAR TERM. 1853

Settled

Journal 5 Page 204

Record No. No Record. Page

Ex. Doc. A Page 147

Law No ~~37~~ 15

John Morrison
vs
James W Evans

Cost bill
Made

no Recor

John Monroe
vs
Truscott
James N Evens

Filed March 18 1852
James Dunn Clerk

John Monson
vs
Jas W Evans

Suit Brought on act

Justice cost
Summons 12½
Sub 61½
" 48½
" 44½
Swengint 40
Trial 25
Satisfacn " 10
Bail Bond 25
Transcrip 31¼
$2,98¼

August 30 1857 Summons issued Returnable on 6th day of Sept 1857 at 10 o'clock A.M. which was returned Endorsed Served by reading to defendant, service & Milage 15
Aug 30 1857
Abel Marks Const
Same day subpoena issued on the part of the Pltff, for W.P. Woods James S Alexander Lebens Woods Augustus Lorner. H. Cornell Amos Orahood & P. B. Gale which was returned by A. Marks Const Endorsed Served by reading to W.P. Woods James S Alexander Lebens Woods Augustus Lorner H. Cornell P. B. Gale & on Amos Orahood by Copy
Service 76 copy 12½ milage 15 $0,97½
Sept 1 1857 A Marks Const
Sept 4 1857 Subpoena issued by order of Pltff for J. D. Irwin which was returned by the Deft Endorsed served by reading, Sept 6th 1857 Subpoena issued for James Leagne Returnable forthwith which was returned Endorsed Served by reading to witness who demanded his fee
fee 15
Sept 6 1857 Abel Marks Const

Sept 6 1857. 10 o'clock A.M. Parties and Witnesses appeared the Defendant asked a continuance & by consent of Plaintiffs counsel. This cause was continued until the 11th day of October 1857 at 10 o'clock A.M. Oct 11/57 by consent of parties Trial continued until 18th Oct 1857.
Oct 14/57 Subpoena issued by order of Plaintiff for

Joshua Judy John Gibson F Cornell
John D Morin Thomas Lower C Lee & Lebens
Woods return Endorsed serv by reading to
Witnesses Lebens Woods demanded his fee
service & milage
Oct 18 1857 Subpoena issued for Lebens Woods returnable
forth with which was returned Endorsed serv by
reading to, witness demanded his fee & I paid it
fees serv & milage 35
Mr Wells court

Parties Present Trial had, J O Marks
Gideon Draper James S Alexander & F Cornell
was sworn and Examined on the part of the
Plaintiff. Amos Rohoe was sworn &
not Examined,

W. N. Woods Augustus Lower Joshua Judy
Lebens Woods & John Woods was sworn on
the part of the Deft. Joshua Judy &
John Woods was not Examined. after hearing
the Evidence it was considered by me that
the Plaintiff Recover of the Defendant a
Judgment for the sum of fifty five dollars
and costs of suit

In the case of John Morrison against
James W Evans I. W. N. Woods do acknowledge
myself Bail for the said James W Evans in
the sum of one hundred & twenty dollars to be
levied on my goods and chattles lands and
tenements if in case the said James W Evans
fail to pay the Judgment and costs that
may be rendered against him in the court
of common Pleas

W. N. Woods

Signed and acknowledged before
Oct 28 1857 James Lower
Late a Justice of the peace

The State of Ohio Union County ss
I James Lower Late a Justice of the peace
in and for the Township of Paris in said County
of Union do hereby certify that this is a correct
transcript of the proceedings had by & before me
in the Borsons case Given under my hand

this 18 day of March A D 1852
James Lemon
Late a Justice of the peace

	Cost Bill	Pltff	Deft	
Justice	summons	12½		
	Sub	81		
	Sub		73	
	Continue		10	
	Swearing wit	20	20	
	Satisfaction		10	
	Judgment		25	
	Bail		25	
	this Transcript		31	3,17
Marks cost		2.07½	1.15	3,22½
	Wills		35	35
Witnesses				
	W W Woodes 2 days	1,00	+	
	I I Alexander " " +	1,00		
	A Lemon " +	1.00		
	I Cornell " +	1,00		
	A Orahood " +	1,00		
	D B Cole 1 day +	50		
	I D Lemon 2 days +		1,00	
	~~Thomas Lemon " "~~	~~50~~		
	Sidney Drake +	50		
	John Gibson +		50	
	Thomas Lemon +		50	
	Lebeus Wood +		50	
	Joshua Judy +		50	
	John Woods +		25	9,25
				$15,99½

No 37

Jos. Morrison

vs

James W. Evans

Declaration

Filed July 12 1852

James Lowe Clerk

J. L. Dougherty and J. B. Coats

Attys for Plaintiff

State of Ohio
Lucas County ss

Court of Common Pleas.
April Term A.D. 1852.

John Morrison Complains of James W Evans in a plea of Assumpsit. for that whereas the said James W Evans. on the first day of August Eighteen Hundred. and fifty One. at the County of Lucas. was indebted to the said John Morrison in Ninety Dollars. for the price and value of goods. then and there bargained. and sold by the Plaintiff to the Defendant at his request.

And in Ninety 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 Ninety Dollars. for the price and value of work then and there done. and materials for the same provided. by the Plaintiff for the Defendant at his request

And in Ninety Dollars for Money then and there lent by the Plaintiff to the Defendant at his request

And in Ninety Dollars. for money. then and there paid by the Plaintiff for the use of the Defendant at his request

And in Ninety Dollars. for money then and there received. by the Defendant for the use of the Plaintiff

And in Ninety 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 fifth day of August Eighteen hundred and fifty One 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 Ninety Dollars. and thereupon he brings suit

By J.C. Doughty. and J.B. Coats
his attys

James Lions

vs

John Marison

Plea

Filed Nov 11 1852

James Lromer Clerk

James N Evans
vs
John Morrison

Main Common Pleas
Assumpsit
And the said James N Evans comes and defends &c and says that he did not assume and promise in manner and form as the said John Morrison hath declared against him, and of this he puts himself upon the country and the plaintiff doth the like

By Curry & Robinson
Attys for deft

The plaintiff will take notice that the defendant on the trial of this case will give in evidence and insist that the defendant did before the commencement of this suit tender to the plaintiff four dollars and eighty cents, it being the sum which the defendant acknowledged he owed the plaintiff for the price and value of hay bought of the plaintiff by the defendant and thereafterwards to wit on the 18th day of October AD 1851 at the county of Main aforesaid, the defendant paid to the plaintiff four dollars and eighty cents in full satisfaction of that item of the plaintiff in his bill of particulars in this suit;

The plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that the defendant and William W. Wood were joint sureties for the plaintiff on a promissory note of five hundred and eighty three dollars payable to Thompson & Johnson or bearer, on the 29th day of december AD 1850 that on the day of 185 the said William W Wood, and this defendant then and there became fearful they would be compelled to pay the amount of said note to said Thompson & Johnson or bearer, as said cosureties, inasmuch as they then and there believe

the plaintiff was insolvent and about to leave the country that then and there the defendant, after consulting with said Woods and obtaining his assent to the agreement hereinafter mentioned, went to the plaintiff and then and there offered to take some of plaintiffs property to secure said debt, and the plaintiff then and there agreed with the ~~plaintiff~~ defendant, that if the plaintiff would pay the ballance of said note, on the morning next thereafter, the defendant ~~and~~ said Woods, would take the buggy in said bill of particulars mentioned at the price of sixty five dollars and apply the same upon said note; that on the next morning as aforesaid the defendant rec'd of the plaintiff the harness belonging to said buggy, & the buggy was also put into the possession of the defendant, but the plaintiff failed to pay the ballance of said note as he agreed to do, and the said Woods and the defendant then and there refused to accept, use and manage said buggy and harness as their own, ~~and~~ on the contrary continued to hold the same as a pledge, to indemnify them to some extent in case they were compelled to pay said debt; that afterwards said plaintiff did pay said note in full, and the defendant then and there offered and tendered said buggy to the plaintiff, who refused to accept the same of the defendant; that some after the time last aforesaid to wit on the

day of AD 1851 the defendant gave the buggy and harness aforesaid into the possession of Jas S Alexander, with whom the defendant then lived that the ~~plaintiff~~ defendant and said Woods never used the buggy and harness, except that they kept possession of the same so long as said debt remained unpaid, in order to indemnify them in case they were compelled to the same, that the plaintiff having fully paid the debt, the defendant and said Woods, ~~no longer~~ detained or wished to detain said buggy and harness from the possession of said plaintiff.

Curry & Robinson
Attys for deft

John C Morrison

v

James T Evans

Founder, &c

Demurrer

Filed Oct 19th 1852

James Turner Clerk

J. A. Dwight

Atty for Plaintiff

John Alverson } In Common Pleas April Term A.D.
v. } 1853
James H. Evans }

And the said Plaintiff by J. C. Dougherty his attorney saith that the said Declaration is sufficient in law.

J. C. Dougherty Atty for Plaintiff

John Morrin
vs
Jas W Ewen

Bond for costs

Filed July 26 1852
James Lowner Clerk

John Morrison vs James W Evans | In Union Common Pleas | In Assumpsit

The said John Morrison being a non resident of the County of Union was at the June Term of the court of Common Pleas A.D. 1852 was Required to give Bail for costs. Thereupon This day personally came James S Alexander and Lewis Burris before me and acknowledged themselves Jointly and severly to owe and stand indebted to the said James W Evans defendant in the sum of one hundred dollars to be levied upon their goods and chattles lands and tenements upon this condition that if the said John Morrison James S Alexander and L. H. Burroughs shall pay all the costs that may accrue in the prosecution of the said action of said John Morrison against James W Evans when judgment is rendered therein by said court then the above Recognizance to be void otherwise to be in full force & virtue in Law. This 26 day of July A.D. 1852

J. S. Alexander (Seal)

L. H. Burroughs (Seal)

The above bond was accepted by me this 26th day of July A.D. 1852

James Dunn Clerk
Court Common Pleas
Union Co Ohio

James N Evans
vels
John Morrison

Demurrer

Filed Aug 27 1852
James Turner Clerk

C & R

James W Evans
vs
John Morrison

Union Common Pleas
April Term 1852

The said defendant by his Attorneys Curry & Robinson says the said declaration is not sufficient in Law

And the defendant shows to the court the following causes of demurrer to the said declaration, that is to say

1st That it is not alleged or shown in what county & State, ~~and at what time~~ the defendant was indebted to the plaintiff, and promised him as therein alleged

2d That it is not alleged ~~positively~~ in said declaration that the defendant promised the plaintiff to pay him the sums of money in said declaration mentioned; but the promise is alleged by way of recital, under a "whereas", whereas the plaintiff should have alleged in direct terms that the defendant did promise to pay the sums of money in said declaration set forth

3d That said declaration is otherwise uncertain, informal and insufficient

Curry & Robinson
Attys for deft

John Morrison
vs
Service by Copies
Writ for cost

Filed Oct 27 1852
James Turner
Clerk

Rec'd this writ by Reading to John B Coats Joshua O Marks
Gideon Draper octobr 21st 1852 By Reading to James
J Alexander October 25th 1852 Rec'd this writ By reading
to Hannen Cornell octobr 27th 1852

Fees Milage 5
Fees 62½
67½

William C Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Joshua C Marks Gideon Draper. James S Alexander Hurman Correll & John B Coates

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 John Morrison is Plaintiff, and James W Evans 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, L.~~ Lorner Clerk of our said Court, at the Court House in Marysville, this 20 day of October A. D., 1852

James Lorner Clerk.

Filed March 1 1853
James Thorne Clerk

John Monroe
vs
James W Evans

In Union C.
Pleas.

Issue a Subpoena for James G. Alexander, Jerman Cossell, Indem Draper, William Gibson; and, John B Coats, witnesses for Plaintiff,

W. Forsyth atty for Plaintiff,

To James Lane - clerk of Union C Pleas.
March 1st, 1853.

Filed March 15/52

James Linn Clerk

John Morris
vs
James W Evans and
~~W W Woods~~

In Assumpsit
Damages $90.00

Suit brought to recover the price and value of a two horse carriage price $65.00 also to recover the sum of $450 cts for hay sold and delivered to the Defendant. also for goods sold and delivered. Money had and received.

Issue a subpoena for W W Woods
James S Alexander. Lebbeus Woods
~~Two~~ Augustus Frazier. F. Correll.
Amos Axtwood. P B Cole as witness for Plaintiff

John Monroe
vs
James M Brown
Sub Poenal

Filed March 4 1853
James Greene Clerk

Served by Reading to Eldridge Draper March 1st 1853
Served by Reading to John Bloatt & Freeman Cornet March 6th 1853
Served by Reading to James L Alexander March 2d 1853
Served by Reading to William Gipson March 4th 1853 fee demanded and not paid

	Fees Mileage	25
March 4th 1853	Levies	62½
	Return	5
		$ 92½

William C Malone Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James S Alexander, Newman Conell, Gideon Draper, William Gibson & John B Coats

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 John Monison is Plaintiff, and James W Evans 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 1st day of March A. D. 185 3

James Turner Clerk.

For value received I assign the within
Judgement to E. G. Thompson
Maysville January 10th 1852
Attest
Wm Alexander

John J. Morrison

John Morrison } Suit on contract
James W Evans }

Judgement Rendered October 18 1857. for fifty four Dollars and costs. which said Judgement stands unpaid by the said James W Evans and Rendered in favour of John Morrison by me and bail entered for an appeal.

James Turner

John C Thomson
v.
James W Evans

Sp. Ex. for testimony

Filed Oct 20 1852
James Turner
Clerk

J. C. Dorsey Atty
for Plaintiff

John Mousing
&
Garrett Evans

In Common Pleas.
Issue a Subpoena for
J. O. Marks, Gideon Draper,
James G. Alexander, Ferman
Cornell, and John B. Coats, witnesses
for Plaintiff. Oct 18 1882 J. C. Dought, Att'y
To James Jones
Clerk of C. C. Pleas.
for Plaintiff

Civil/Domestic Case File

Case No. 1852-CV-0017

No. 52-CU-17

Union Common Pleas Court.

Mary Wilson
Plaintiff,

AGAINST

George Fuller,
Defendant.

MAR TERM, 1853

MAR TERM, 1853

JUDGMENT VS DEFENDANT

$53.62

Journal 5 Page 193

Record No. 6 Page 324

Ex. Doc. A Page 149

Law No ~~58~~ 16

Mary Wilson

vs

George Huller

Costs all

paid

Recd

W

No 38

Mary Wilson

vs

George Fuller

Filed March 25th 1852

James Turner Clerk

Mary Wilson vs George Fuller } Suit brought on account Items of Damages ~~Dismd~~ $50-00

January 9 - 1852
Bill of particulars of plaintiff filed and summons issued & delivered to R. A. Gill Constable for appearance of the defendant on January 17. 1852 at 1 o'clock P.M.
January 12 1852
Summons returned Personally served Jan 10 1852 by reading to the defendant
Service - 10 cts, signed R. A. Gill Const
milage 5
January 17. 1852 one o'clock P. M. the parties apeared for trial three witnesses sworn and examined for plaintiff no other testimony given after hering the case; the time of giving Judgement was adjourned untill January 24 1852
Jan 24 1852 after consideration of the validity of the case
It is considered by me that the plaintiff hath no cause of action against the defendant
and that the plaintiff pay the cost. — two Dollars seventy eight cts
R. D. Reed. J P

amount of costs $2,78 cts

Plaintiffs costs
Summons for defen 12½
Do for one witness 12½
Swearing 3 witness 12
satisfaction 10
Judgement 25
72
Recognizance 25
Transcript 31½
C. F. 30
copy 10
$1,10
Jan 10 1852 summons issued for John Conner returned in due time indorsed served by reading
milage 5
service 10 cts
R A Gill (Const)
constable fees 20 cts
witness fees John Conner 50
Wm Blackburn 25
John Wilson 25
100

In the action of Mary Wilson against George Fuller I John Connor acknowledg my selfe bail for the appealant in the sum of fifty Dollars to be levied of my goods and chatles Lands and tenements in case 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 ~~in the~~ Court of common pleas John Connor

Taken signed an acknowledged on this 28 day of January in the year 1852 before me R D Reed J P

The State of Ohio
Union County Union Township ss
I Do hereby certifyy that the above is a full and true copy from my docket of the proceedings had by and before me in the foregoing case alluded to
R D Reed J P
of the aforesaid Township

Union Com Pleas

Mary Welson
v
George Fuller

Declaration

Filed July 29 1852
James Turner Clerk

2

Cole & Baker

State of Ohio
Union County ss } Court of Common Pleas
June Term AD 1852

Mary Wilson complains of George Fuller in a plea of Assumpsit for that whereas heretofore to wit on the fifteenth day of September AD 1851. at the State of California. in consideration that the plaintiff at the defendants request had delivered to him certain goods to wit gold dust of great value to wit fifty dollars, to be conveyed by the defendant from the state of California aforesaid. to the County of Logan to wit to the County of Union aforesaid. and there to be delivered by him for the plaintiff. he the defendant then and there promised the plaintiff to take due care of said goods whilst he had the charge thereof for the purpose aforesaid and to take due and reasonable care in and about the conveyance and delivery of the said goods as aforesaid yet the defendant disregarded his said promise in this that he did not take due care of said goods whilst he had the charge thereof for the purpose aforesaid, or in the conveyance and delivery thereof as aforesaid and therein made default, and by reason thereof and of the defendants carelessness and improper conduct in the premises the said good and chattels whilst the defendant so had the charge thereof to wit on the day and year aforesaid, at the County aforesaid became and were and are wholly lost to the plaintiff to wit at the County aforesaid, And whereas also the defendant on the day and year aforesaid at the County aforesaid was indebted to the plaintiff in fifty dollars, for money then and there received by the defendant for the use of the plaintiff, and in fifty dollars, for goods sold and delivered by the ~~defendant~~ plaintiff to the defendant at his request, and in fifty dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, and the defendant afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiff. to pay him the said moneys herein last mentioned on request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys above ~~mentioned~~ mentioned or any part thereof, to the damage of the plaintiff of fifty dollars, and therefore she sues

Cole & Porter her Attys

George Fuller

vs

Mary Wilson

Plea &c

Filed August 11th 1852
James Livingston Clerk

3

C & R

George Fuller
adv
Mary Wilson

Mun Common Pleas
June Term 1852

The said defendant, reserving to himself, and not waiving, his right to have said declaration struck from the files of this court, on account of said declaration showing a cause of action totally different from the one set forth in the bill of particulars filed by the plaintiff in the trial before the Justice of the peace, says the first count in said declaration is not sufficient in law, and for causes of demurrer shews the following

1st That it is not alleged or shown in said count in what county the said defendant made the promise therein charged by the plaintiff, to have been by him made and broken

2d That it is not alleged or shown in said count, the place where, or the person to whom the said gold dust, was to be delivered by the ~~defendant~~

3d Said count is otherwise uncertain, ambiguous informal and insufficient

The said defendant comes and defends &c as to the second count in said declaration and says he did not promise in manner and form as in said second count in said declaration, is alleged; and of this he puts himself upon the country; and the plaintiff doth the like

Curry & Ripley
Attys for Deft

Mary Wilson
ads.
George Fuller

Exceptions
to Deposition

Filed March 21 1853
James Lyons Clerk

Mary Wilson } In Union Com. Pleas
vs.
George Fuller }

And now comes the Defendant, and excepts to the deposition of C. P. Garlick, taken by plaintiff in this case; and for causes of exception thereto, shows to the Court the following:

1st — The notice, served upon Defts. Counsel, of the time and place of taking was vague and insufficient in that it only says that depositions will be taken "at the office of a Justice of the Peace in the Town of Cherokee", and does not say what office or what Justice.

2nd The last question propounded to the witness is a leading one.

Curry & Robinson
Attys for Deft.

Mary Wilson

v

George Fuller

Plea

Filed Nov 11th 1852

James Lowner Clerk

Mary Wilson
v
George Fuller } Assumpsit
Main Common Pleas

And the said defendant now comes and defends when & and for plea says he did not premise in manner and form as in said plaintiffs count in declaration mentioned is set forth, and of this he puts himself on the country and the plaintiff doth the like

Curry & Robinson
Attys for deft

Filed March 30th 1857
James Lynn Clerk

George Fuller of Union township Union Co Ohio

To Mary Wilson Dr

1849 September } To fifty Dollars worth of Gold dust intrusted to said Fuller by Thomas Wilson to carry from California and deliver the same to said Mary Wilson, Which he has failed to perform.

Amount Claimed $50.00

January 2d 1850.

~~Union Township~~
~~Union County~~
~~Ohio~~

Mary Wilson
v
George Fuller

Joinder to Demurrer

Filed Oct 14 1852
Jas Lunn Clerk

C. & B.

Mary Wilson
George Fuller } And the said Mary Wilson says that the first Count in said declaration is sufficient in Law, and that she is ready to verify the same, wherefore she prays judgement, and her damage aforesaid to be adjudged to her

Cole & Porter Attys
for plffs

No A 149

Mary Wilson
vs
Jesse Fuller

Debt $53.62
Costs 1.53
Writ 53
Filed June 23 1853
Jesse Fuller Defendant

Received this Writ May 9th 1853
No Goods or chattles found whereon to Levy
I therefore Levied upon the following described Real Estate
situate in the County of Union and State of Ohio and
in the Town of Milford to wit Sixty feet off the west side
of Lot number twenty Eight in the Town of Milford being
Sixty feet in front and running Eight Rods back the
whole width to the north line of the Town Plat
And the above described Real Estate appraised on the 10th day
May AD 1853 by the oaths of James Riddle Thomas C Moore
and C L Reynolds at five hundred dollars. Advertised
the above Described Real Estate for Sale in the Marysville
Tribune a newspaper published and in general circulation
in Union County Ohio for at least three days previous to the
day of Sale aforesaid to wit on the 23 day of June AD 1853
it being the day I advertised said Real Estate to be Sold between
the Legal hours of ten o'clock A M and four o'clock P M
Returned by order of Plaintiffs Attorney

Fees Milage	25
Serv	35
Levy	35
Copy of Appraiment	30
Inquest	1 00
Advertising	25
Appraisers fee	1 50
Return	20
Printers fee	3 00
	$7.20

June 23 1853

William C Martin 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 23rd day of March A. D. 1853

Mary Wilson

recovered against George Huller

as well as the sum of Fifty three dollars and Fifty two cents for her debt, as the sum of

~~dollars and cents, for damages; as also the sum of~~ $ 7,93

for her cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, ~~damages~~ and costs aforesaid, with interest thereon from the 23 day of March A. D. 1853 until paid; also the sum of $ 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 Mary Wilson

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 9th day of Mary A. D., 1853

James Turner Clerk.

Minor Crowley

Mary Wilson

v

George Fuller

Rec for file

Filed May 9 1853

James Linn Clerk

Mary Wilson }
George Fuller } Min. Com Pleas

Issue a fi fa in the above case in favor of plaintiffs.

Clerk Com Pleas } Cole & Porter
Attys. for pltffs

May 9th 1855

Civil/Domestic Case File
Case No. 1852-CV-0018

No. 52-CV-18

Union Common Pleas Court.

Manus Wessen
Plaintiff,

AGAINST

Samuel Wheeler
Defendant.

JUN TERM 1852

JUDGMENT VS DEFENDANT
$92 18

Journal 5 Page 113
Record No. 6 Page 180
Ex. Doc. A Page 151

W. Wason & Co

vs

S. Wheeler

Transcript on

an injustice of Land

Filed April 5 1852

James Turner Clerk

Clerk's Bill

Fees

Recd

Recorded

Filed April 5th

M. Wason Hc.
for the use of
R. W. Lee
vs.
Samuel Wheeler

State of Ohio Union County Leesburg township ss.

Action of debt.

October the 26th 1849

The parties attended without process and the defendant (Samuel Wheeler) confessed Judgment ~~Judgem~~ in favor of the plaintiffs on a note of hand that reads thus Marysville February 1st 1849 eight months after date I promise to pay M. Wason Hc. or bearer, the sum of seventy eight dollars and twenty two cents for Value Received Signed Samuel Wheeler

Whereupon the interest was calculated and Judgment was rendered against the said defendant (Samuel Wheeler) for the sum of seventy eight dollars and fifty seven cents and costs of Suit. ——

Debt —	$78,57
Justices fees	
Judgment	00,12½
taking bail	00,25
Execution (fifa)	00,25
Transcript	00,31¼
Constr fees —	00,25
	79,75¾
Interest since Judgment	8,64¼
	$88,40

In the above action of M. Wason Hc. for the use of R. W. Lee against (Samuel Wheeler) I James McAdow do acknowledge myself bail for (Samuel Wheeler) for stay of execution in the sum of seventy eight dollars and ninety four cents to be levied of my goods and chattles lands & tenements if default be made in the condition following which is that the said defendant (Samuel Wheeler) shall pay the amount of the Judgment rendered against him in the action aforesaid together with the interest and costs and the costs that may accrue? James McAdow

Signed taken signed & acknowledged this 26th day of October 1849 Abijah Gandy J.P.

July the 18th 1851 Execution (fifa) issued on the above Judgment A. Gandy J.P.

July the 23rd 1851 Execution (fifa) returned endorsed July the 22nd 1851 served by calling on the within named (S. Wheeler) for money or property and no property found whereon to levy fees 25 cents Benj. Welsh Constr. A. Gandy J.P.

July the 23rd 1851 It is suggested to me that said defendant is possessed of lands liable to levy and sale on execution A. Gandy J.P.

The State of Ohio } I Abijah Gandy a Justice of the peace in and for the town-
Union County ss. } ship of Leesburg in the County and State aforesaid do hereby certify that the above is a correct transcript of the proceedings and Judgment in the cause before me Given under my hand and Seal this 25th day of August AD. 1851 Abijah Gandy (L.S.)

Summons Plea
N. Moran &c
for the use of
R. W. Lee
vs
Samuel Wheeler

Filed April 7 -
1852
James Lorin Clk

Rec'd this writ By delivering to Samuel Wheeler
a certified copy of this writ April 7th 1852

Fees Mileage	28
Serv	38
Copy	40
	1.00

W C Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, M. Wapon & Co for the use of R W Lee lately, to wit: on the 26th day of October A. D., 1847 before Abijah Gandy Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Samuel Wheeler for the sum of Seventy Eight dollars and fifty seven cents Debt and 37½ ~~dollars and~~ 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 Abijah Gandy Esquire, Justice of the Peace as aforesaid, that the said Samuel Wheeler 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 M. Wapon & Co for the use of R W Lee 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 Samuel Wheeler wherefore the said M. Wapon & Co for the use of R. W. Lee 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 Samuel Wheeler to be before the Judge 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.

James Lowe

Witness ~~JAMES KINKADE, Jr.,~~ Clerk of said Court of Common Pleas at Marysville, this 5th day of April A. D., 1852

James Lowe Clerk.

B. A. 157

M. Thorn for the use of R. H. Lee

vs

Samuel Wheeler

Debt $22.15

Costs 3.15

This writ 75

Filed Oct 18-1852

James Turner Clerk

P B Cole Atty for Pltff

Received this writ June 24th 1852

Levied September 24th 1852 in conjunction with an other Execution in favor of William Hall upon the following described Property to wit one Bay Horse one Sorrel Mare one Bay Mare one two Horse Waggon two Cows one Heifer two Spring Colts and one Wind Mill

Advertised the above described Property in the Marysville Intelligencer a Newspaper Published and in general circulation in Union County Ohio for at least ten days previous to the day of Sale of Levied to wit on the 16th day of October A.D. 1852 at ten the day advertised said Property to be sold offered the said Property 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	Mileage	35
	Fees	35
	Advertising	25
	Return	10
		75

October 18th 1852

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 Fourteenth day of June A. D. 1852 M. Watson for the use of R W Lee recovered against Samuel Wheeler

as well as the sum of Ninety Two dollars and Eighteen cents for his debt, ~~as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages,~~ as also the sum of $ 3.15 for his cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, ~~damages~~, and costs aforesaid, with interest thereon from the Sixteenth day of June 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 M. Watson for the use of R W Lee

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 24th day of June A. D., 1852

James Lowmer Clerk.

D A 137

M. Watson for the use of P. B. Cole
vs
Samuel Wheeler

Damages $99.18
Costs 3.13
Execution costs 1.48
This writ 73

Filed March 17 1853
Francis Thomas Clerk

Received this writ December 17th 1852
Had the with in described property advertised for sale in the Marysville Tribune a news paper published and in general circulation in union County Ohio for at least ten days previous to the day of sale afterwards to wit on the 17th day of March 1853 and the day before the sale the Defendent paid on this judgement thirty seven dollars and eighty five cents and paid thirty dollars to P B Cole the Plaintiffs Attorney and paid to Clerk seven dollars and eighty five cents and returned By order of P B Cole Attorney for Plaintiff

Fees Mileage 35
Levy 35
Advertising 25
Poundage 74
Return 20
189

March 17th 1853

William C Martin Sheriff

The State of Ohio; Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattles of Samuel Wheeler. to wit one Bay horse one sorrel Mare one Bay Mare one two horse waggon two Cows one heifer two Spring Colts and one wind Mill

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. M Wasson for the use of R W. Lee

the sum of Ninety Two dollars and Eighteen cents for his ~~for~~ damages, together with $ 3.15 for his costs, with interest thereon from the 19th day of June A. D. 1852 until paid, which late in our said Court the said M. Wasson for the use of R W. Lee recovered against the said Samuel Wheeler

as of record is manifest. Also, $ 1,48 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 M. Wasson for the use of R. W. Lee

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

Witness, JAMES ~~KINKADE Jr.~~ Lurner, Clerk of said Court at the Court House in Marysville, this 17th day of December A. D. 1852

James Lurner Clerk.

Filed June 24 - 1852
James Lyon Clerk

Cont. of June notice

U Mason & Co for &c,
vs
Samuel Wheeler

} In Ca fa

Issue an Execution in the above case

June 24. 1832

P. R. Cole Atty for Plff

To J. Lane Clerk

Civil/Domestic Case File

Case No. 1852-CV-0019

No. 52-CW-19

Union Common Pleas Court.

John Gordon
Plaintiff,

AGAINST

Jacob Hutson
Defendant.

MAR TERM, 1853

Nonsuited

Journal 5 Page 203

Record No. 6 Page 345

Ex. Doc. 4 Page 234

Law No ~~39~~ 17

John Jordan

vs

Jacob Hudson

Costbill made Recd

No. 39

John Jordan

vs

Jacob Hudson

Filed April 5 1852

James Lyons clerk

John Jordan
vs
Jacob Hudson

Suit Brought on book account items amount to eight Dollars and six cents

Bill of particulars filed & Summons issued on the first day of March 1852 for appearance of defendent on the 6th Day of March 1852 at one o'clock P.M. & delivered the same to H. Oratinger Constable

Same day issued a Subpoena for Perry Buck John Preston Joseph Wagner Lorenzo Belford Christopher Price & Nehemiah Price & delivered the same to H. Oratinger Constable

March 6th 1852 Summons returned Served personally on the 3d day of March 1852 by reading this writ to the defendent my fees mileage .25
Serv. — .10 cts
.35 cts

H. Oratinger Constable

Same day Subpoena returned "Served personally" on the 3d day of March 1852 by reading the writ to Christopher Price Nehemiah Price Lorenzo Belford Perry Buck also served on the 6th day of March 1852 by reading this writ to John Preston my fees mileage .35 cts
Serv. .50 "

H. Oratinger Constable

Plaintiffs cost	
Judgment	$3.06¼
Summons	.12½
Constable fees	.35
Subpoena for 6 witnesses	.32
Constable fees	.85
~~Judgment~~	~~.10~~
Subpoena for Six witnesses	.32
Constable fees	.85
Subpoena	.12½
Constable fees	.25
Swearing witnesses	.20
entering judgment	.25
~~Execution~~	~~.25~~
	3.52

Defendents cost	
Affidavit	.25
Adjournment	.10
Subpoena	.12½
Constable fees	.10
Swearing one wit.	.04
transcript	.31
	.92

March 6th 1852

The parties appeared and on the application of the defendent the Court was adjourned at the cost of the defendent until the 20th day of March in the year 1852 at one o'clock P.M. all the witnesses that were Subpoenied were

Brought forward

present except Joseph Wagner

Same day issued a subpeona for George Brown witness for defendent & delivered the same to H. Cratinger Constt

Same day issued a subpeona for Christopher Prier Nehemiah Prier John Preston Joseph Wagner Lorenzo Bellford & Perry Buck & delivered the same to H. Cratinger Constt

Same day subpeona for George Brown returned served personally on the 6th day of March 1852 by reading this writ to George Brown

my fees Servic .10 cent

H. Cratinger Constt

March 20th 1852 subpeona for plaintiffs witness witnesses returned personally served on the 6th day of March 1852 by reading this writ to Christopher Prier Nehemiah Prier John Preston Lorenzo Bellford Perry Buck also served on the 19th day of March 1852 by reading this writ to Joseph Wagner

my fees Mileage 25 cents

Servic .60 "

H. Cratinger Constt

March 16th 1852 issued a subpeona for Reuben Cook witness for the plaintiff and delivered the same to H. Cratinger Constt

March 20th 1852 subpeona returned personally served on the 19th day of March 1852 by reading this writ to Reuben Cook my fees mileage .15 cents

Servic 10 "

H. Cratinger Constt

March 20th 1852 parties present ~~[illegible]~~ Defendent filed his bill of particulars items of charge amount to $24.064 items of Credit amount to $3.09 trial had

Lorenzo Bellford Nehemiah Price John Preston Joseph Wagner and Jackson C. Doughty were sworn and examined as witness for the Plaintiff and George Brown was sworn and examined as witness for defendent It is therefore considered by me that the plaintiff recover of the defendent the sum of three dollars and six cents and costs to the amount of ~~four~~ dollars and ~~four~~ seven cents as herein taxed

My judgment also is that the Plaintiff pay ~~[illegible]~~ ~~IX~~ to the witness fees of Reuben Cook. Perry Buck. and Christopher Price. which were not examined amounting to one dollar and ~~twenty~~ fifty cents

Justices fees -- total --	$2.41	
Court fees - - - - - -	2.40	
Christopher Price witness fee	1.00	
Nehemiah Price " "	1.00	
Lorenzo Bellford " "	1.00	
Perry Buck " "	1.00	
John Preston " "	1.00	
Joseph Wagner " "	.50	
J. C. Doughty " "	.25	not subpoenied
Reuben Cook	.50	
	$10.06	

March 25th 1852 issued and Execution against Jacob Hudson defendent & delivered the same to H Crainger Const April 3d 1852 Execution recalled

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

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

Jacob Huelser
aels
John Jorden

Plea &c

Filed August 11 1852
James Turner Clk

3

C & R

Jacob Hudson
vs
John Jorden

Mun Common Pleas
April Term 1852

And the said defendant comes and defends &c and says that he did not promise in manner and form as is alleged in said declaration and of this he puts himself upon the country; and the plaintiff doth the like

The plaintiff will take notice that the defendant will give in evidence at the trial of this cause, that the plaintiff, at the commencement of this suit was and still is indebted to the defendant in the sum of twenty dollars for the price and value of goods sold and delivered before that time by the defendant to the plaintiff at his request; and also in the sum of twenty dollars for the price and value of work and labor done before that time, and materials for the same provided by the defendant for the plaintiff at his request; and also in the sum of twenty dollars for money found to be due the defendant from the plaintiff, on an account before that time stated between them; and also that the defendant will set off on said trial, so much of the said several sums of money so due from the plaintiff to the defendant against any demand of the plaintiff to be proved on said trial as will be sufficient to satisfy such demand and will also then and there demand a judgement against the plaintiff for the ballance of said several sums of money due the defendant= And the plaintiff will also take notice that defendant will prove at the trial of this cause that the defendant had a final settlement with the plaintiff of all the indebtedness in said declaration mentioned, and paid him in full of all accounts, demands &c

Curry & Ranson
Attys for defdt

John London
vs
Jacob Henderson

Declaration

Filed July 12th 1852
James Turner Clerk

2

G. L. Dwight Atty
for Plaintiff

State of Ohio } Court of Common Pleas.
Union County } April Term AD 1852.

John Jorden complains of Jacob Hindson in a plea of Assumpsit for that whereas the said Jacob Hindson on the fifth day of ~~January~~ November Eighteen hundred and fifty one at the County of Union was indebted to the ~~Plaintiff~~ to the said John Jorden in the sum of Eight Dollars six and a fourth 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 Eight Dollars six and a fourth cents for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendant at his request.

And in Eight Dollars six and a fourth cents for the price and value of work then and there done and materials for the same provided by the Plaintiff for the Defendant at his request.

And in Eight Dollars for money then and there lent by the Plaintiff to the Defendant at his request.

And in Eight Dollars ~~six and~~ a fourth cent for money then and there paid by the Plaintiff for the use of the Defendant at his request

And in Eight Dollars six and fourth cent for the money then and there received by the Defendant for the use of the ~~Defendant~~ Plaintiff.

And in Eight Dollars six and a fourth cent for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them

And whereas the Defendant afterwards on the first day of February Eighteen hundred and fifty two 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 eight Dollars six and fourth cents and therefore he brings suit &c.

By J. C. Dwyer his atty

John Jordan
vs
Jacob Huelsen

Before James B Dorr J P
Jerome Township. Union County & State
of Ohio

Depositions will be taken in this case
by the defendant at the office of the Mayor of the City
of ~~[illegible]~~ Columbus, Franklin County & State
of Ohio, on the 11th day of March AD 1882 between
7 o'clock AM & 9 PM

Jacob his + mark Huelsen

March 8th 1882

Depositions of Witnesses taken in a cause pending before James B Dort a justice of the peace of Jerome Township Union County and State of Ohio wherein John London is plaintiff and Jacob Vendren is defendant and for said defendant in pursuance of the notice hereto attached and at the time and place therein mentioned The plaintiff and defendant both being present in person.

H S Rumbell of the County of Franklin and State of Ohio of lawful age being first duly sworn by me as hereafter certified deposes as follows

Question by Defendant = Please State what you know about a settlement having been made between and by the parties to this suit. When and where said settlement was made and what the subject matter of said settlement was?

Answer Sometime in the early part of December 1857 to the best of my recollection on the tenth day of that month the parties to this suit came to the Store of Pinny & Lawson in Columbus Ohio for the purpose as I understood of making a settlement. The defendant had a contract with Pinny Lawson & Co to furnish them a quantity of Scythe Sticks at three cents a piece. Under this contract Pinny Lawson Ven & Victorie in their hands one fourth of one cents on each Stick delivered until the fulfilment of the contract on the part of the defendants as a forfeit if the said defendant failed to fulfil said contract. As I understood from the parties to this suit a contract had been entered into by them by which the plaintiff was to furnish for the defendant some portion of these Sticks

At the time before stated the said parties requested to figure up their accounts for the purpose of seeing how they stood between themselves

I understand at this time that the parties were making a general settlement of all their dealings. The plaintiff then claimed that he should receive his proportion of said forfeit money to which the defendant objected and this matter was left unsettled and undisposed, upon casting up their accounts a small balance of a dollar and some cents was found due to the plaintiff. The defendant recalled an item of sawing which had previously been omitted after some talk the plaintiff proposed that the defendants said claim for sawing should set off the balance of a dollar and some cents as been stated as due to the plaintiff to which the defendant consented and as I understood it at the time the whole dealings of the parties to that time were settled in this manner with the exception of the plaintiffs claim to his proportion of said forfeit money whatever that might be

In this settlement of which I have spoken one of the ~~defendants~~ plaintiffs items of claim was five dollars which the ~~defendant~~ plaintiff had loaned to the defendant sometime previous to this settlement, this claim of five dollars was at the time of this settlement taken into consideration and entered into its.

Cross examination of plaintiff

Question – Did not the plaintiff say to the defendant

at the time of this settlement and after the settlement of which you have spoken was made
Q have I not Mr Henderson paid you all I owe you
and I will now get mine by law?

Answer — The plaintiff may have used an
expression of this kind but I have no recollection
of it definitely. the plaintiff was much excited at
the time.

H. S. Rumsfield

Fees

H. S. Rumsfield .50

Mayors fees 1.00

$1.50 Paid by the defendant

Attest Lorenzo English Mayor.

I Lorenzo English Mayor of the City of Columbus in
the County of Franklin and State of Ohio do hereby
certify, that the aforenamed H. S. Rumsfield 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
annexed notice. In testimony whereof I have hereunto
set my hand officially and affixed the corporate
seal of said City of Columbus this Eleventh day
of March in the year 1852

Lorenzo English Mayor

Filed Feb 26th 1857

March 20th 1857

Judgment rendered on the Bill of Particulars for three Dollars & 6 cents

J. B. Post J.P.

July 1857 Jacob Hudson to John Jourdon Dr

Dr to 1 day Rakeing and Binding wheat	75
Dr to 1 day Making hay	75
August 1857 Dr to five dollars Cash Borrowed of me in Columbus	5.00
Oct. 1857 Dr to 2 days Takeing a Colt to Columbus and finding self 62½ per day	1.25
November 1st 1857 Dr to half day helping thresh a Wheat	31¼
Amt	$8.06¼

The items in this Bill of particulars were considered and as far as the charge were concerned and not sustained

J. B. Dort J P

John Lorden

To Jacob Hutson Dr

	$ cts
To boarding from the 1st of Nov 1850 until Jan 14th 1851 at one dollar per week	10,50
To boarding from the 21st of March 1851 until Apr 14th 1851 at one dollar per week	3,50
May 24th 1851 to the use of Mrs one day	1.00
To sawing timber 6 ½ days between the 1st day of May 1851 and the 15th day of Nov 1851,	4,06¼
To boarding from the 14 of Oct 1851 until the 17th of Nov 1851 at one dollar per week	5.00
	24.06¼

John Lorden Dr

	$ cts
July 1851 to harvesting one day	,62½
August 1851 to one day making hay	,62½
Nov 1851 to one half day threshing wheat,	31¼
Nov 1851 to one dollar and eighty three cts paid on boarding	1,83
	3.39¼

John Linder
vs
Jacob Sherden

Precipe for Writ

Filed Oct 20 1852
James Turner clk

J. C. Dunphy atty
for plaintiff

John Jones
v
Jacob Hudson

In Com. C. Pleas
Issue a subpoena for
Lorenzo Belford, Nehemiah
Price, John Preston and
Joseph Wagoner witnesses for
Plaintiff.
Oct 19th 1852

J. C. Dwyer Att'y
for Plaintiff

To James Turner
Clerk of C. C. Pleas

John Gerdeand
vs
Jacob Hudson
Appeal Bond

in the action of John Gordan against
Jacob Hudson & Richard Hudson.
acknowledge myself bill for the appellant
in the sum of one hundred Dollars to be
levied of my goods & chattels lands and
tenements in case the appellant shall be
concerned in the action and shall fail to
pay the condemnation money and costs
that have accrued and my accrue in the
Court of Common Pleas

his
Richard ✗ Hudson
mark

Taken signed and acknowledged on this
3d day of April in the year 1852 before
me

James B. Dart J.P.

D. A 149

Jacob Hudson
vs
John Jordan

Costs $18.05
This writ 65

Filed October 18th 1854
James Lynch Clk

Received this writ August 10th 1854
No Goods or chattles found or levied
where on to levy
Leo Milcose

October 18th 1854

Ans	25
Mileage	35
	5
	1.15

Williams & Wein Atty

The State of Ohio, Union County, ss.

To the Sheriff of Said County Greeting:

WHEREAS in a certain action in Assumpsit lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein John Jordon was Plaintiff and Jacob Hudson was Defendant the costs of said case were taxed at Eighteen Dollars and Five cents for which Judgment was rendered against the said John Jordon on the 23rd day of March A. D. 1853 by said Court you are therefore commanded that of the goods and chattels, and for want thereof, then of the lands and tenements of the said John Jordon in your bailiwick, you cause to be made, the costs aforesaid ~~and interest thereon until paid~~, and also the further sum of $ _____ 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 10 day of August A. D. 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0020

No. 52-CV-20

Union Common Pleas Court.

J Mathiot admr
Plaintiff,

AGAINST

John Gibson
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

A146 23

Journal 5 Page 127

Record No. 6 Page 265

Ex. Doc. A Page 121

Case No 240

J Mathiots Admrx

vs

John Gibson

Recorded

127.65 Ma

4.692

14885

12651

2127

13935 12

4445

18380

12.65

46.23

1851, St

6

10 $\frac{1}{6}$

No 40

J. Mathiot's admrs

v

John Gibson

Pr. Jy Sum.

Filed April 5th 1852

James Lyons Clerk

Buck.

George B Wright &
Jerome Buckingham admrs
of Joshua Mathews Estate
vs
John Gibson

Assumpsit
Damns $300

Issue Summons

returnable forthwith – Endorse
" Suit not on a note dated March
12th 1851 for $127.65 given by said
Gibson to plffs due one day
after date with 8 per cent int
& for money had & rec'd. &"

J. Buckingham
for Plffs.

To Jos Turner
Clerk &
Mar 30th 1852

Note 127.65
Interest 10.75
$138.40

Union Common Pleas

George B Wright &
Jerome Buckingham
admrs of Joshua
Mathews Estate

vs

John Gibson

Suit on Bonds & note dated March 12 1857
for $127.65 given by said Gibson to Pltffs decd one
day after date with Int & his writ issued for
many hereof & received

J. Buckingham
Atty for Pltffs

Served this writ by delivering
to the within named
John Gibson a certified
copy of this writ April 5 1852

Fees Mileage 5
Serv 35
Copy 20
60

William C. Mace Sheriff

Filed April 5 1852
James Lower Clerk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon John Gibson

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 George B Wright & Lemuel Buckingham admrs of Joshua Mathews Estate

in a plea of assumpsit

damages Three Hundred Dollars

and have you then there this writ.

James Lowner

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

the 5th day of April A.D., 1852

James Lowner Clerk.

Geo. B Wright & James Buckingham vs John Gibson

Decl. in assumpsit

Filed April 30 1852
James Lynes Clerk

J. Buckingham

DECLARATION—Printed and Sold by Sanford & Hayward, Cleveland.

The State of Ohio, } Union ~~CUYAHOGA~~ COUNTY, ss. } In the Court of Common Pleas, vacation after the April ~~Term~~ Term, A. D, 18 52

George B Wright & Jerome Buckingham administrators of the estate of Joshua Mathews decd. complain of John Gibson in a plea of Assumpsit for that whereas heretofore to wit on the 12 day of March ad. 1851 at said County the said defendant made his promissory note in writing and delivered the same to the plaintiffs and the date thereof is a certain day & year to wit the day & year aforesaid and thereby then & there promised the plaintiffs to pay to them or order the sum of one hundred & twenty seven dollars and sixty five cents with interest from date at eight per cent per annum, in one day after the date thereof

~~after the date thereof;~~ which period has now elapsed, ~~and the said~~ and ~~then and there endorsed the same to the said plaintiff whereof the~~ said defendant then and there ~~had notice, and then and there~~, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof, and also for that whereas the said defendant heretofore, to wit, on the first day of April A. D. 1852 at ~~in~~ said County ~~of Cuyahoga~~, and State of Ohio, was indebted to said plaintiff in the sum of three hundred dollars, for the work, labor, care diligence, and attention of him the said plaintiff by him the said plaintiff before that time done, performed and bestowed, in and about the business of the said defendant and for the said defendant and at his special instance and request; And also in the further sum of three hundred dollars, for divers goods, wares and merchandize, and other personal property, before then by said plaintiff sold and delivered to said defendant and at the like special instance and request of said defendant ; And also, in the further sum of three hundred dollars for so much money, before then, by said plaintiff lent, and advanced to, and paid, laid out and expended for said defendant and at his like special instance and request; And also in the further sum of three hundred dollars for other moneys before then by said defendant had and received to and for the use of said plaintiff ; And being so indebted he said defendant , in consideration thereof, afterwards, to wit on the same day and year last aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay, him the said several sums of money in this count mentioned, when he the said defendant should be thereunto afterwards requested:

And whereas, also, afterwards, to wit, on the 1st day of April A. D. 1852 at ~~in~~ said ~~Cuyahoga~~ County, the said defendant accounted with the said plaintiff of and concerning divers other sums of money from the said defendant to the said plaintiff before that time, due and owing, and then in arrear and unpaid, and upon such accounting, the said defendant was then and there found to be in arrear and indebted to said plaintiff , in the further sum of three hundred dollars; and being so found in arrear and indebted, he the said defendant in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the County aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said further sum of three hundred dollars, in this count mentioned, when he the said defendant should be thereunto, afterwards, requested.

Yet the said defendant his said several promises and undertakings in no wise regarding, but contriving, &c. ha not as yet paid the said several sums of money, in this Declaration mentioned, or any, or either of them, or any part thereof, to the said plaintiff (although often requested, &c.); but the said defendant to pay the said plaintiff the same has hitherto wholly neglected and refused, and still does neglect and refuse, to the damage of the said plaintiff of three hundred dollars, and therefore he sues, &c.

J. Buckingham

Attorney for Plaintiff.

Civil/Domestic Case File
Case No. 1852-CV-0021

No. 52-CV-21

Union Common Pleas Court.

Chas Phillips et al admrs
Plaintiff,

AGAINST

Philip Snyder,
Defendant.

NOV TERM, 1852

JUDGMENT VS DEFENDANT

$28 86

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Record No. 6 Page 232

Ex. Doc. A Page 251

Law No 41

Charles Phillips
James Hullington
Admrs &c for the
use of A R Mitchell

vs

Philip Snider

Capt Bill
made

Recorded

No 41

Charles Phillips and
James Fullington
Administrators
the Estate of Moses Fullington decd
for the use &c
Alexander R Mitchell
vs
Philip Snider

Filed April 6 1852
James Lowner Clerk

17

The State of Ohio Union County ss

Charles Phillis and James Fullington Administrators of the Estate of Moses Fullington decd for the use of Alexander R Mitchell

vs

Philip Snider

Assumpsit. — Damages $40,00

Suit brought on the following bill of particulars which reads as follows "Suit brought on a joint and several promissory note which reads substantially as follows, to wit. Nine months after date, we or either of us promise to pay Moses Fullington or order Twenty four dollars for value received. September A.D. 1848.

C W Rosette
Philip Snider

January 3d 1852. Bill of particulars filed and summons issued for the appearance of Defendant January Seventh 1852 at one o'clock P.M. and delivered the same to William Wells Constable.

January 6th 1852 Summons returned Endorsed "Served by reading to Defendant.

Fee — Service — 10
Mileage — 5

January the 3d 1852 Wm Wells Const

January 5th 1852. Subpoend issued at the instance of the Plaintiffs for John Mitchell and Philip Snider, which were duly served and returned, endorsed as follows, to wit, "Served by reading to each one in this writ." — Fee — Service — 20
Mileage 5

P. Snider demanded his fees and I paid the same
January 7th 1852. Wm Wells Const

Plaintiffs Costs

Jus. Summons —	12½
Subpoenas —	32
Administering oath to one witness —	4
Judgment	25
Witnesses fees	$1,50
Constable. "	2 23½
Serving Summons —	10
Mileage —	5
Serving subpoend for two witnesses —	40
Mileage —	10
	65

Defendants Costs

Adjournment —	10
Subpoend —	12½
Bail Bond —	25
Transcript —	31¼
	78¾

January 7th 1852. Parties appeared and thereupon on application of Defendant, the cause was adjourned for trial on the 17th day of January 1852. at one o'clock P.M.

January 7th 1852. Subpoend issued at the instance of Plaintiff for John Mitchell and Philip Snider which were returned Endorsed. "Served on each one named in this writ. Fee — Service 20
Mileage 5

January the 17th 1852 — Wm Wells Const

Snider demanded his fees and no funds to pay them
January 17th 1852. Wm Mills Const.

January 14th 1852. Subpoend issued at the instance of Defendant for Charles W Rosette. which was duly returned. Endorsed I acknowledge service of the within subpoend.
January 14th 1852
C. W. Rosette

January 17th 1852. Parties appeared and proceeded to trial. Plaintiff on leave filed his amended bill of particulars which amended bill which amended bill reads as follows.

Charles Phillis and James Fullington Administrators of the estate of Moses Fullington decd for the use of Alexander R Mitchell
vs
Philip Snider

Damages $40.00

Suit brought on a joint and several note of hand made by C. W. Rosette and defendant to Moses Fullington or order for Twenty four Dollars, payable nine months after date, and dated September - - 1848. Also for goods sold and delivered by the Plaintiff to the Defendant at his request.

John Mitchell sworn and examined for Plaintiff (there being no other witnesses present) and I do find that the said defendant did make his said promissory note of hand with said C. W. Rosette as set forth in Plaintiffs bill of particulars. It is therefore considered by me that the said Charles Phillis and James Fullington Administrators of the estate of Moses Fullington decd, for the use of Alexander R Mitchell recover of the said Philip Snider a Judgment for the sum of Twenty seven Dollars and sixty six cents and the costs herein taxed at Three Dollars and eleven cents.

Appeal taken by Defendant

In the action of Charles Phillis and James Fullington Administrators of the estate of Moses Fullington decd for the use of Alexander R Mitchell. I James Kinkade jr. do acknowledge myself bail for the appellant in the sum of sixty Dollars to be levied of my goods and chattels lands and tenements, in case the appellant, shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas. James Kinkade Jr

Taken signed and acknowledged on this 22 day of January in the year 1852 before me
John B Coats J.P.

The State of Ohio
Union County Paris Township ss } I do hereby certify that the foregoing is a full and true copy ~~xxx~~ from my Docket of the proceedings had by and before me in the above Cause

John B Coats J.P.
of the aforesaid Township

Charles Phillips &
James Fullington, Adm'r.
of Moses Fullington dec'd.
for use, &c
vs.
Philip Snider

Amended bill of
Particulars

Filed April 6 1852
James Lemon Clerk

2

Charles Phillis & James Fullington administrators of the estate of Moses Fullington dec^d., for the use of Alexander R. Mitchell,
vs.
Philip Snider.

Damages $40,00

Suit brought on a joint and several note of hand made by C. W. Rosette and defendant to Moses Fullington or order, for Twenty four dollars, payable nine months after date, and dated September 1848.
Also for goods sold and delivered by the plaintiffs to the defendant, at his request.

ces aforesaid, at the county aforesaid in consideration of the premises respectively, promised the said Moses Fullington to pay him the said several sums of Money on request, yet the defendant hath disregarded his said promises and hath not paid any of said sums of money, nor either of them, or any part thereof (nor hath the said C W Rosette paid said sums of money, or either of them or any part thereof) to the said Moses Fullington in his life time, nor to the plaintiffs, or either of them since the death of said Moses Fullington; to the damage of the said plaintiffs as administrators the sum of forty dollars and therefore they sue &c

And the plaintiffs here bring into court the letters of administration of the goods and chattels which were of the said Moses Fullington at the time of his death and which letters were after the death of said Moses Fullington, to wit, on the 12th of August AD 1850 granted to the plaintiffs by the court of Common Pleas in due form of law, and give sufficient Evidence to the said court here of the said grant of administration to the plaintiffs

Curry & Johnson. Attys for Plffs

Charles Phillips
James Fullington
Administrators of
Moses Fullington dec
v
Philip Snider

Case

Filed July 8 1852
James Turner Clerk

The State of Ohio } Mion Common Pl Ca
Mion County ss } Assumpsit. June Term 1852

Charles Phillis and James Fullington Administrators of the estate of Moses Fullington dec^d (for the use of Alexander R Mitchell) complain of Philip Snider in a plea of Assumpsit, for that whereas the defendant Philip Snider, in connection with C W Rosette, in the lifetime of the said Moses Fullington, to wit on the 15th day of September A D 1848, made his joint and several note of hand in writing and delivered the same to the said Moses Fullington, whereby then and there jointly and severally with the said C W Rosette, promissed to pay to the said Moses Fullington or order the sum of twenty four dollars, nine months from the date aforesaid which period hath now elapsed and

And whereas also, afterwards to wit on the first day of May, A D 1850 at the county aforesaid, the said defendant was indebted to the said Moses Fullington in the sum of forty dollars for the price and value of goods then and there sold and delivered by the said Moses Fullington to the defendant at his request. And also in the sum of forty dollars for money then and there lent by said Moses Fullington to the defendant at his request. And also in the sum of forty dollars for the price and value of goods then and there sold by the said Moses Fullington to said defendant at his request. And in the sum of forty dollars for money found to be due to the ~~said~~ Moses Fullington from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the day and year

Charles Phillips and
James Fullington
Admrs of Moses Ful=
lington decd for use &c

vs

Philip Snieler

Joinder in demurrer

Filed Sept 22nd 1854
James Turner Clerk

5

Charles Phillips and
James Fullington Admrs
of Moses Fullington decd
for use of Alexander R Mitchell

vs

Philip Snider

In Union Com. Pleas
June Term 1852

And the said plaintiffs by their Attorneys, say that the said declaration is sufficient in law

Curry & Robinson
Attys for Plffs

Philip Linder
vs.
Charles Phelps & Jane
Fullington, Adm'rs of
Moses Fullington deceased

Demurrer

Filed Aug 28th 1852
James Turner Clerk

4

H. Longley
Atty for Defendants

Philip Snider
vs.
Charles Wells James Fullington Administrator of Mons Fullington deceased

In Union Common Pleas.

And the said Philip Snider defendant in this Suit, by J. C. Dought his attorney comes and defends, and says, that the said declaration and the Matters therein contained in manner and form as the same are above stated and set forth &c. not sufficient in law, for the said Plaintiff to have or maintain his aforesaid Action thereof, against the said Defendant, and that he the said Defendant, is not bound by law, to answer the same. And this he is ready to verify. Wherefore, for want of a sufficient declaration in this behalf, the said Defendant prays Judgement, and that the said Plaintiff may be barred from having or maintaining his aforesaid Action thereof against the said Defendant. And the said Defendant according to the form of the Statutes in such case made and provided, states, and shows to the Court here the following Causes of Demurrer to the said Declaration that is to say) The Note declared upon in the said declaration is not signed by the Defendants or any other person. And also for that the said Declaration is in other respects uncertain informal, and insufficient.

J. C. Dought Atty for Defendants

41

Phellis V. Fullington
Admx. of Moses Ful
lington. use of A. R. Mitchell

vs

Philip Snider

Proc for mts

Filed Oct 27 1852
James Turner Clerk

Charles Phillips & James Fullington
Admrs of Moses Fullington dec'd
for the use of Alex. R. Mitchell

v

Philip Snider

Issue subpoena
for John C. Mitchell
Mt for pltff
Curry & Robinson
Attys for pltff

To the Clerk of
Min Com. Pleas
Oct 25th 1852

Charles Phillips
James Hullinger
Admrs &c for the
use of A R Mitchell
vs
Philip Snider

Sub for wit

Filed Nov 13. 1882
James Linn Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John C Mitchell

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 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 Charles Phillips & James Fullington admrs of & Moses Fullington for the use of Alexander R Mitchell, is Plaintiff, and Philip Snider 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 27th day of October A. D. 1852

James Turner Clerk.

6 W Rose
Phillips
insider

24
5
12070

27.66
1.20
28.86

24.00

Nine months after date we or either of us promise to pay Moses Fullington or order Twenty Four dollars. for Value Rec^d Sept

Civil/Domestic Case File

Case No. 1852-CV-0022

No. 52-CV-22

Union Common Pleas Court.

Joseph Neidey Plaintiff,

AGAINST

Manus Hassen Defendant.

NOV TERM. 1852

Dismissed

Journal 5 Page 126

Record No. No Record Page

Ex. Doc. A Page 153

Case No 42

Joseph Neidy

vs

Morris Mason

No 42.

Transcript

Joseph Reidy

vs

Mains Watson

on appeal

Filed April 6 1852

James Lyons Clerk

Fee &

Cost Paid

Joseph Neidy
vs
Mains Wasson

Debt $14.40

Summons 12½
Sub for 3 Wit 20
Sub for 2 Wit 16½
Closing — 10
swearing Six Witnesses 24
Trial — 25
bail bond 25
this Copy — 31¼

Const. fees
Serving 2 Sub 25
" 3 " 35
" summons 15

Witnesses fees
A Skinner 50
J. Marks 50
J. Burt 50
A Mory 50
L. B. Kinney 50
Westley amoire 25

Suit brought on account for fourteen Dollars & forty Cents See bill of Particulars
Oct. 15th 1851 Issued summons Delivered to A. Marks ~~Wm. Wells~~ Const Returnable on 18th at three oclock P.M.
Issued Sub. for Aaron Skinner Jonathan Burt & Joshua Marks on part of plaintiff
Sub. for Abram Mory & L. B. Kinney on part of Deft.
Oct. 18th 6 oclock P.M. Writs all Returned Served by reading Parties met and A Skinner Marks Burt Mory & L B Kinney Sworn afterwards Westley amoire & ~~Plaintiff~~ Deft M. Wasson were Sworn after proofs and allegations of the Parties & Pleas by their Council made on both sides, ~~after~~ It is considered by me that Joseph Neidy Recover judgement against Mains Wasson for the sum of Ten Dollars & Sixty Eight Cents Debt and costs of suit the Deft M Wasson gave notice of appeal from the Judgement which was granted

In the suit of Joseph Coindy against Marins Wasson I W. W. Woods do acknowledge myself bail for the appealant in the sum of fifty Dollars to be Levied on my goods & Chattels Lands and Tenements in case the appealant shall be Condemned in the action and shall fail to pay the Condemnation money and Cost that have accrued and may accrue in the Court of Common Pleas

W. W. Woods

Taken signed and acknowledged on this 24th of Oct. in the year 1857 before me James Miller J. P.

The State of Ohio Union County ss.
I do hereby Certify that the above is a true Copy from my Docket of the Proceedings had by and before me in the above Cause

James Miller J. P
of the Township Paris

this account Entered Oct. 15th
1851

Joseph McCutchen
account
Mans Wilson

October 4th 1851

Barnes Wassen to Jos. Neidy Dr to taking down
Partitions and corner strips on chimney — ,75
ditto to taking down and hanging door ,37½
ditto to 310 ft of shelveing at 3½ cents Pr
feet — — — — — $10.85
ditto to 23 feet base at 6¼ cts foot — 1.43
sep 27th to 1 day cutting Corn 1.00
~~October 4 1851~~ 14.28½

Reduce
the bill to ten Dollars
Sixty eight cts

James Miller $10-68

Joseph Neidy

To Mains Wasser Dr

1850 To 2 Window frames and
2 sets of window sashes filled with
glass $3.00

Oct 10. 1857 To 2 ~~corn~~ shocks of Corn .50

Total 3.50

~~Damages for loss in an unwarranted~~
~~Writing~~ ~~$10.00~~

C. W. B. ALLISON. OTWAY CURRY.

ALLISON & CURRY,

Attorneys and Counsellors at Law,

Office at Marysville, Union Co., Ohio.

Prompt attention will be given by them to all Professional business and especially to Collections, Land Litigation and Land Agency.

THEY REFER TO

Hon. P. HITCHCOCK, *of the Supreme Court of Ohio,*
Hon. H. STANBERY, *Attorney General of Ohio,*
Hon. J. C. WRIGHT, } *Cincinnati, Ohio,*
J. D. & C. JONES & Co., }
MATTHEWS & SHAW, *Baltimore, Md.*

TWEEDY, MOULTON & PLIMPTON, } *New York City,*
DOREMUS & NIXON, }
Hon. THOMAS CORWIN, *U. S. Senate,*
Hon. R. C. SCHENCK, *U. S. House of Representatives.*

Civil/Domestic Case File

Case No. 1852-CV-0023

No. 52-CV-23

Union Common Pleas Court.

C Cooper

Plaintiff,

AGAINST

James G. G. Adamson et al

Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$390 50

Journal 5 Page 164

Record No. 6 Page 258

Ex. Doc. A Page 139

C. Cooper

vs

James G. G. Adams

Filed May 26 1852
James Somer Clerk

X

C. Cooper
vs
James G. Adams
Alexander C. Robinson
George Pollock

In Mein Com. Pleas
Assumpsit
Damages $700=

Issue summons to the Sheriffs of the counties of Mein & Greene. Ohio. returnable at the next term

Indorse on the writ "Suit brought on two joint and several notes of hand made by the defendants to the plaintiff or order; one for three hundred dollars payable on the 29th day of May AD 1850. with interest from date & dated November 29th AD 1849; the other for three hundred and twenty seven dollars payable on the 29th day of November 1850. with interest from date, and dated the 29th day of November AD 1849= Also for goods sold and delivered, money had & received &c= Damages claimed as due $700="

Curry & Robinson
Attys for Pltff

To the Clerk of
Mein Com. Pleas
May 26th 1852

Union Common Pleas

C. Cooper

vs

James G S Adams
Alexander C Robinson
George Pollock

Served this writ by delivering to Alexander C Robinson and George Pollock each a certified copy of this writ May 29 1852 the within named James G S Adams not found

May 29 1852

Fees Milage	50
Serv	75
Copys	40
	$1.65

William C Martin Sheriff

Filed May 29 1852
James Lurner Clerk

Curry & Robinson
Attys for Plff

Suit - Brought on two joint and several notes of hand made by the defendants to the Plaintiff or order; one for three hundred dollars payable on the 29th day of May AD 1850 with interest from date & date November 29th AD 1849 the other for three hundred and twenty dollars payable on the 29th day of November 1850 with interest from date. Suit dated the 29th day of November AD 1849 = Also for goods sold and delivered money had & received &c = Damages Claimed as due $700.

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James. G. G. Adams Alexander C. Robinson 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, to answer unto

C. Cooper

in a plea of Assumpsit

damages Seven Hundred dollars

and have you then there this writ.

James Turner

Witness, ~~JAMES FINEADY, Jr.~~, Clerk of said Court at Marysville,

the 26th day of May A.D., 1852

James Turner Clerk.

"Suit brought on two joint and several notes of hand made by the defendants to the plaintiff or order; One for three hundred dollars payable on the 29th day of May AD 1850 with interest from date & dated November 29th 1849. The other for three hundred and twenty seven dollars payable on the 29th day of November 1850 with interest from date and dated November 29th 1849. Also for goods sold and delivered, money had and received &c Damages claimed as due $700=11

Attest James Lumner Clerk

On obedience to the command of this Writ I did serve on James G. S. Adams by leaving a true copy of this Writ at his usual place of Residence May the 31 AD 1852

C. Willis Sheriff
By G. C.

fees
Serving 35
1 copy 20
mileage 50
$1.05

Minor Com. Pleas

C. Cooper
vs
James G. S. Adams
Alexander C. Robinson
George Pollock

Filed June 2 - 1852
James Lumner Clerk

Curry & Pottinger
Attys for Pltff

The State of Ohio. Union County ss

To the Sheriff of Greene County Greeting

Whereas Alexander C Robinson and George Pollock who resides in our said County of Union. and James G. G. Adams who resides in our said County of Greene are jointly bound to answer C. Cooper for the failure to pay two joint and several notes of hand made by the ~~said~~ Alexander C Robinson. George Pollock and James G. G. Adams to the said C. Cooper or order: the one for three hundred dollars payable on the 29th day of May 1850. with interest from date & dated November 29th AD 1849. The other for three hundred and twenty seven dollars. payable on the 29th day of November 1850. with interest from date and dated November 29th 1849: ~~And~~ the said C. Cooper hath filed with the clerk of ~~our~~ court of Common Pleas of the said county of Union. a precipe. according to the statute in such case made and provided. directing amongst other things in the premises that a summons should be issued against the said James G. G. Adams. to our said Sheriff of Greene County. in which said county of Greene the said James G. G. Adams resides We therefore command you to summon the said James G. G. Adams to appear before our said court of Common Pleas of the county of Union aforesaid. at the court house in said County on the first day of ~~their~~ next term. to answer. with the said George Pollock. and Alexander C Robinson unto the said C. Cooper in a plea of assumpsit, damages seven hundred dollars and have you then and there this writ

Witness James Turner. clerk of said court at Marysville this 26th day of May AD 1852

James Turner Clerk

=quest. And in the sum of seven hundred dollars for the price and value of labor then and there done & materials found by the plaintiff for the defendants at their request. And in the sum of seven hundred dollars for money found to be due to the plaintiffs from the defendants on an account then and there stated between them And the defendants afterwards, to wit on the day and year last aforesaid at the county aforesaid, in consid=
=eration of the premises, promised to pay to the plaintiff the said last aforesaid, several sums of money on request, yet the defendants have disregarded their said promises and though often requested, they have not paid, nor hath either of them paid any of said sums of money, or either of them or any part thereof, to the damage of the plaintiff seven hundred dollars & therefore he sues &c

Curry & Robinson
his Attys

Sow No 43
C. Cooper
v
James G. G. Adams et al

Var

Filed July 8 1852
James Lynn Clerk

The State of Ohio } Union Common Pleas
Union County ss } Assumpsit
June Term AD 1852

C. Cooper. complains of James G G Adams George Pollock and Alexander C Robinson in a plea of Assumpsit. for that whereas the defendants. on the 29th day of November AD 1849 at the county aforesaid. made their joint and several promissory note in writing and delivered the same to the plaintiff and thereby then and there promised to pay the plaintiff or order the sum of three hundred and seventy seven dollars. twelve months after the date aforesaid (with interest from the date aforesaid which period hath elapsed, and then and there in consideration of the premises. promised the plaintiff to pay him the sum aforesaid according to the tenor and effect of said note

And whereas also the defendants afterwards to wit. at the day and year aforesaid at the county aforesaid made their other joint and several promissory note in writing and delivered the same to the plaintiff and thereby then & there promised to pay to the plaintiff or order the sum of three hundred dollars (with interest thereon ~~from the~~ date aforesaid) six months from the date aforesaid which period hath elapsed; and then and there in consideration of the premises. promised to pay to the plaintiff the sum aforesaid on request

And whereas also the defendants afterwards to wit on the ~~first~~ day of ~~June~~ May AD 1852 at the county aforesaid were indebted to the plaintiff in the sum of seven hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request

And in the sum of seven hundred dollars for money then and there had of the plaintiff by the defendants at their re=

Union Com Pleas

James G. G. Adams
Ex Adm

vs

Ca Cooper

Plea

Filed March 15 - 1842
James Turner
Clerk

James G G Adams
Alexander C Robinson &
George Pollock
vs
C. Cooper

} Union Common Pleas

And the said James G G Adams, Alexander C Robinson and George Pollock come and defend &c. and says that they did not assume and promise in manner and form as the said C. Cooper hath complained against them and of this they put themselves upon the country and the said C Cooper doth the like &c.

J Z Woods Atty
for Defts.

C. Cooper

vs

James G. Adams
Alex. C. Robinson
George Pollock

Prec. for Ex

Filed Nov 22 1852
James Lynn Clk

C. Cooper

vs

James G. G. Adams ~~et al~~
Alexander Robinson
George Pollock

Court of Common Pleas
Judgment $390.50
November Term 1852

Issue a Fi Fa to the Sheriff
of Greene County, Ohio for goods &c
and defaulter thereof for the lands & tene-
ments of the defendants

To the Clerk of
Com. Common Pleas
November 22d AD 1852

Curry & Robinson
Attys for Plff

Delivered a copy of the within to the within named Alexander C. Robinson and one to said George Pollock on the 21st day of October 1852 and sent a copy of the same by mail with letter post paid to James G. Adams on the 19th day of October 1852

James A. Robinson

Fees

James A. M. Haines
vs
Geo. P. Allen

Filed Oct. 20th 1852

C. Cooper

v

James G. G. Adams
Alexander C. Robinson
George Pollock

In Union Common Pleas
Assumpsit
June Term AD 1852

Depositions will be taken in this case by the plaintiff before competent authority at the office of the probate Judge in the County of Knox. at the village of M't Vernon in the State of Ohio on the twentyeighth day of October AD 1852 between the hours of Eight A.M. and nine P.M. and continue from day to day if necessary between the same hours

Oct. 18th 1852

C. Cooper
By Curry & Robinson
Attys for Plaintiff

Fees

Probate Judge $1.00
Witness costs .75
Amount $ 1.75
Paid by C. Cooper

Deposition taken in a cause pending in Union County Court of Common Pleas, Ohio, wherein C. Cooper is plaintiff and James G. G. Adams and others are defendants and on behalf of Pltff in pursuance of the Notice hereto attached W. McClelland appearing for Pltff

L. B. Curtis of lawful age being first duly sworn deposes as follows

1 Question — Are you acquainted with the parties to this suit

Ans — I am acquainted with the Pltff and with Mr Pollock one of the Defendants I am not personally acquainted with the other Defts

2nd Quest — Have you been heretofore in the employ of C. Cooper if so in what capacity

Ans — I have been and in the capacity of a Book Keeper

3d Quest — If the Defendants got any work done property or goods of the Pltff State when it was what things were got and the value of each item

Ans — February 14th 1861 Defts got

Fifty pounds Brass Castings at 40cts per pound	$20,00
One new Force Pump —	10,00
One Pump Rod —	2,00
Repairing Slide Valve Rod	2,00
Two Bolts	,38
One Gudgeon & Pinion 20 lbs at 5cts per lb	1,00
Turning Gudgeon to fit Wheel	,75
Boring and hanging pinion	,68
Boring Journal Box	2,00

Turning Main Shaft — — —	$1,50
Repairing Ear on Steam chest	,50
One Cone Screw Repaired	2,00
Making in all	$42,78
The Defts are credited at same date	
with forty two pounds of Old Brass at 16cts per #	$6,72
By balance on hauling done by Pollock	1,50
By cash paid By Pollock	,50
Making in all — —	$8,72

4th Quest — Were the sums charged for this work and the articles above specified usual and customary charges for such work and articles

Ans — They were

5th Quest — If there was any agreement in relation to the price to be paid for the work and articles you have specified, state what the same was

Ans — There was none that I know of, these being the customary prices One of the Partners Mr Pollock being present making no objection he taking at the time a copy of the charges as above set forth away with him and promising that it should not remain long unsettled

6th Quest — Where were these articles intended to be used and what kind of Machinery were they intended for

Ans For the repairing of there Saw Mill in Union County

D B Curtis

The State of Ohio Union County ss

I Samuel F. Gilbert Probate Judge in and for said County do hereby certify that D. B. Curtis was by me 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~~ completed on the 29th day of October A.D. 1882 at the place between the hours specified in the notice In witness whereof I have hereunto set my name and affixed the seal of said Court at Marysville this 29th day of October A.D. 1882 S. F. Gilbert Probate Judge U. C.

C. Cooper
vs
James G. G. Adams
Alexander C. Robinson
George Pollock

In Mun. Common Pleas
Assumpsit
June Term A.D. 1852

Depositions will be taken in this case by the plaintiff before competent authority at the office of the Probate Judge in the County of Knox, in the town of Mt Vernon in the State of Ohio on the Twenty Eighth day of October A.D. 1852 between the hours of Eight A.M. and nine P.M. and continue if necessary from day to day between the same hours

C. Cooper
By Curry & Robinson his Attys

I acknowledge service of the above this 28th day of October 1852 James G. G. Adams

I Hereby Certify that J. G. G. Adams
Has acknowledged Service of this Writ by putting
His name to the notice C. Wellman Shff of G. C.
Oct the 25, 1852

fees Service 0 35
Milage 50
0 85

(B)

D A 159

C. Cooper

vs

James G & Adams et als

Damages $390.50
costs 9.50
This suit 73
Filed March 15 1853
James Lowry Clerk

A Return this Writ & order of sale March the 10 1853
the costs in my hands
C McIlvain Sheriff
C McIlvain Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Greene **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 fifteenth day of November A. D. 1852 C. Cooper recovered against James G & Adams, Alexander C Robinson & George Pollock as well as the sum of Three hundred & Ninety dollars and fifty ~~cents for debt, as the sum of~~ ~~dollars and~~ cents, for his damages; as also the sum of $ 9.50 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 G & Adams Alexander C Robinson & George Pollock you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the fifteenth 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 C Cooper

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 aforesaid, this 22 th day of November A. D., 1852

James Turner Clerk.

C. Cooper
vs } Trespass
in Union Com Pleas
James G. & Adams
Alexander G. Rommer &
George Pollock

Deposition of L. B. Lewis
on behalf of Plff

Filed Nov 2nd 1852
James Turner Clk

opened at Request of
Plffs atty
Nov 3rd 1852
James Turner Clerk

MOUNT VERNON
30

Case No.

C Cooper

vs

J. G. G. Adams
A C Robinson
Geo Pollock

Recorded

Civil/Domestic Case File
Case No. 1852-CV-0024

Civil/Domestic Case

1852-CV-0024

located with

District Court Case

1853-DC-0002

Civil/Domestic Case File

Case No. 1852-CV-0025

No. 52-CW-25

Union Common Pleas Court.

Samuel Allmen
Plaintiff,

AGAINST

Samuel Hoover
Defendant.

JUN TERM, 1853

JUDGMENT VS DEFENDANT

$15-00

Journal 5 Page 212

Record No. No Record Page

Ex. Doc. A Page 336

Law No ~~46~~ ~~47~~
No 11
Samuel Allman
vs
Samuel Hoover

Can't bill made
no Record

Praecipe for
Summons

Filed June 2 1852
James Turner Clerk

C B P

Samuel Allman
v
Samuel Hoover

In Case – Damages $200.

Issue a Summons returnable next term of Common Pleas Court

Indorse – Suit brought against defendant as a Justice of the peace for Misconduct in office, by refusing to take security and allow Plaintiff to appeal to Common Pleas Court (within the ten day allowed by law) from a judgement rendered by defendant in a Cause tried before him on or about the first day of October AD 1851 in which J. L. Porter was they plaintiff and said Allman was defendant. also for refusing a transcript of his docket in the same case when ~~demanded~~ demanded:

To the Clerk of Union Common Pleas
June 2d 1852

Cole & Porter Attys for plff.

served the
within Notice
by reading
Oct 1st 1852.
to the Defendt
John Rossell
Fees Travel 25.
service 10.

Samuel Allmon vs Samuel Hoover } Damage Suit in the Court of Common Pleas Union Co Ohio

Depositions will be taken in the above case, before F. E. Henderson one of the Justices of the Peace for the County of Union and State aforesaid at his residence on the 4 th day of October 1852 between the hours of 8 and 12 Oclock on said day when and where said defendant is required to appear by himself Agent, or attorney or waive all rights which he might have on the examination of said Witness or witnesses, except so far as his or their evidence may appear in his favour

October the 1st 1852 Samuel Allmon

-ment and proceedings had and obtained against the plaintiff as aforesaid before the said defendant so being such justice as aforesaid, to the said Court of Common pleas, and the said plaintiff then and there applied to the said defendant, and then and there required the said defendant so being such justice as aforesaid, to furnish and deliver to the said plaintiff a transcript of the said judgement and proceedings, for the purpose aforesaid and then and there offered to the said defendant the legal fee therefor, and although it was then and there the duty of the said defendant so being such justice as aforesaid, to have furnished the plaintiff with a transcript as aforesaid, nevertheless the said defendant not regarding the statute in that case made and provided, nor his duty in that behalf but contriving and wrongfully intending unjustly to aggrieve and oppress the said plaintiff in this behalf, and to prevent and hinder him from prosecuting his said writ of Certiorari to and before the said Court of Common pleas, against his duty as such justice of the peace as aforesaid, and contrary to the statute aforesaid and the laws of the land, absolutely refused to furnish to the plaintiff a transcript as aforesaid for the purposes aforesaid, or for any other purpose whatsoever, by means whereof the said plaintiff was prevented and hindered from prosecuting his said writ of Certiorari to and before the said Court of Common pleas, and from getting the said judgement reversed or set aside, and became liable to pay by means of said judgement a large sum of money to wit the sum of forty nine dollars and fifty cents, in satisfaction of said judgement and was otherwise very much prejudiced and oppressed, to wit at the County aforesaid, to the damage of the plaintiff of two hundred dollars, and therefore he brings his suit &c

Cole & Baxter his Attys

Trinity Term Pleas

Samuel Ellison
vs
Samuel O'Donnell

Declaration
filed Sept 27 1858
James Brunner Clk

Cole & Baxter

State of Ohio
Union County } ss — Court of Common Pleas — June Term AD 1852

Samuel Aleman complains of Samuel Hoover in a plea of Case for that whereas the defendant on the first day of October AD 1851, and long before was and from thence hitherto hath been and still is a justice of the peace in the County aforesaid and township of York, and also to hear and determine divers trespasses and controversies, within the County aforesaid, to wit in the township aforesaid, And whereas ~~also~~ the said plaintiff on the first day of October AD 1851 aforesaid, to wit at the County and township aforesaid, was sued and judgement recovered against him the said plaintiff before the said defendant so being such justice as aforesaid by one I. L. Horton for the sum of twenty six dollars and sixty six cents, with full costs of suit which costs of suit amounted to and were adjudged at the sum of twenty two dollars and eighty four cents, and the said plaintiff avers that he the said plaintiff after the said judgement had been rendered against him as aforesaid by the said defendant so being such justice as aforesaid, to wit on the day and year aforesaid at the County and township aforesaid finding himself aggrieved by the said judgement of the said defendant so being such justice as aforesaid, intended and was desirous of appealing to the Court of Common Pleas, within and for said county of Union at the next session thereof against the said judgement of the said defendant and therefore the said plaintiff to wit on the tenth day of October AD 1851 at the County and township aforesaid, applied to the said defendant so being such justice as aforesaid, and then and there gave notice to the said defendant, and then and there offered the said defendant, security of a good and sufficient person to wit Jonas Figley of the township and County aforesaid, then and there being a sufficient person in that behalf, to the amount of the judgement and costs rendered against the said plaintiff as aforesaid, together with such costs as should be awarded in case such judgement should be affirmed, and then and there required the said defendant so being such justice as aforesaid to accept and take such security in order that the said plaintiff might make and prosecute his said appeal to and before the said Court of Common Pleas within and for said County at the next session thereof according to the form of the statute in such case made and provided and although it was then and there the duty of the said defendant so being such justice, to have accepted and taken such security as aforesaid nevertheless the said defendant not regarding the statute in that case made and provided, nor his duty in that behalf, but contriving and wrongfully intending unjustly to aggrieve and oppress the said plaintiff ~~in~~ this behalf and to prevent and hinder him from making his said appeal to the said Court of Common pleas, within and for said County at the next session thereof, against his duty as such justice as aforesaid and contrary to the statute aforesaid, and the laws of the land absolutely refused to take or accept the security so offered as aforesaid, by means whereof the said plaintiff was prevented and hindered from making and prosecuting his said appeal to the said Court of Common pleas at the next session thereof in and for said County, and from getting said judgement quashed or reversed. And whereas also heretofore to wit on the thirtieth day of March AD 1852 at the County and township aforesaid, the said plaintiff, finding himself aggrieved as aforesaid by the said judgement of the said defendant so being such justice as aforesaid intended and was desirous of obtaining from the Court of Common pleas in and for said County at the next session thereof, a writ of Certiorari for the purpose of removing said judge-

Case No 45
Samuel Bowen
vs
Samuel Allman

Filed August 30 1852
James Turner Clerk

(Copied)

The State of Ohio Union County ss

Samuel Hoover
ads
Samuel Allman

Union Com Pleas
June Term AD 1852
In Trespass case

The Said defendant by Lawrence & Wright his attorneys says that the first Count in Said declaration is insufficient in Law, and the Said defendant shows to the Court the following Causes of Demurrer to the Said first Count of Said declaration, that is to say

I. It is not alledged in Said first Count that sufficient Security was offered to the Said justice an an Appeal Bond

II. It does not appear in Said first Count that Jacob Figley who was offered as Security on an appeal bond by Said plaintiff, was a person sufficient & responsible for the payment of a Sum double the amount of the Said judgment and Costs, awarded against Said Plaintiff by Said Justice

III. The Count is united with another different cause of action in the same declaration both of which are defectively set out -

IV. There is no sufficient venue laid to the several matters alleged in Said Count -

V. Said Count is in other respects informal & defective & it is not shown that Pltff is injured

And as to the Second Count of said declaration the defendant says that said second Count of said declaration is insufficient in law. And the defendant here shows to the Court the following causes of demurrer to said second Count of said declaration that is to say.

I It does not appear in said second Count that the defendant at the time laid in said Count was, or prior thereto had been a person authorized by law to render judgment against the plaintiffs

II It does not appear in said second Count that defendant ever did render judgment against the plaintiffs, of which a transcript could be demanded-

III It does not appear that in said second count the defendant at the time laid in said second Count, to wit, on the 30 day of March, AD 1852, was an acting justice of the Peace, authorized to certify a transcript from a docket entry of a justice

IV It does not appear ~~[illegible]~~ in said second Count, what amount was offered by said plaintiffs as the legal fee for issuing a transcript from the pretended docket of said defendants

V. No judgment is set out-

VI. There is in fact but one count & that unites two causes of action in one Count in same declaration

VII. There is no venue laid to the several matters in said Count

VIII. Said Count is otherwise defective

Lawrence & Nash
Defs Atts -

S. Allen
S. Hoover

Joined in Dem
Filed Oct 14 1852
Jas Dunn Clerk

C & P.

Samuel Allman
Samuel Hoover

And the said Samuel Allman says that the first & second 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 damage aforesaid to be adjudged to him

Cole & Porter
Atty for plfs

Union Common Pleas

Samuel Allman
vs
Samuel Skinner

Filed this ~~[illegible]~~ day of June A.D. 1852
Leave a certified copy of this writ at his dwelling
Geo Miles
Fees
55
35
20
Copy
$1.30

William G. Martin Plaintiff's Atty

Filed June 4 - 1852
James Turner Clerk

Cole & Porter
Atts for Pltff

Suit Brought against defendant as a Justice of the peace for misconduct in office by refusing to take security and allow Plaintiff to appeal to common Pleas court, within the ten day allowed by law, from a Judgment rendered by defendant in a case tried before him on or about the first day of October A.D. 1851 in which I L Porter was then plaintiff and said Allman was defendant also for refusing a transcript of his docket in the same case when demanded

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Hower

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

Samuel Allman

in a plea of Case

damages Two Hundred dollars

and have you then there this writ.

James Turner

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

the 2nd day of June A. D., 1852

James Turner Clerk.

S Allman
vs
S Homer

Filed Oct 6 1852
James Turner Clerk

Deposition of a witness taken in a cause pending before the Court of Common pleas for the County of Union and State of Ohio Wherein Samuel Allmon is plaintiff and Samuel Bowver is defendant in pursuance of the notice hereto attached and at the time and place therein mentioned Both parties present Israel Allmon of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes as follows Question first by the plaintiff Was you at the defendants house with me Answer (I was) Q At What time were you there Ans: About the first of March 1852 Ques 3d What was our business there Ans. to get a transcript from his the defendants docket Question 4th Did I demand a transcript Ans Yes. Quest 5th Was the fee tendered to him for a transcript Ans (It was) Quest 6th Did I get a transcript Ans You did not Question 7th What were the reasons assigned for not giving me a transcript Ans. defendant said he had no right to give one it was too late and the law was examined and found that either party were entitled to a transcript and so contended for by the plaintiff he then obstinately refused to give a transcript and seemed to get very angry And told the plaintiff that he should not have one because he believed that he wanted to get a transcript on purpose to get a new trial of the cause And ~~the plaintiff~~ he then stated that that was the object he wished to accomplish in order to save him the defendant further trouble And he still refused to give a transcript Question 8th Do you believe that I

(turn over)

sustained any damage? Ans I do Ques 9th How much damage Ans One hundred dollars at least

Below cross examination

By the defendant the said Israel Allmon further says Question first Did we not examine the Statute to see if we could find any thing relative to giving a transcript Ans Yes we did Question 2nd Did we find any thing that would justify me in giving a transcript Ans we did, either in the Statutes or Swans treatise Question 3d Did I not tell you that if I could find anything that would entitle me to give him a transcript I would do it Ans in the first part of our conversation at that time you said you would And after the law was examined he then refused as stated before to give me Question 4th Did you see the plaintiff or the present to me the fee for issuing a transcript Ans I did Question 5th Did you count the money Ans I did

Israel Allmon

I, G. E. Henderson a Justice of the peace in and for the township of Liberty in the County of Union Ohio do hereby certify that the above named Israel Allmon was by me first duly affirmed to testify to the whole truth and nothing but the truth and that the foregoing deposition by him respectfully subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice In testimony Whereof I have hereunto set my hand and seal this 4th day Oct 1852

G. E. Henderson J. P.

The defendant now comes & excepts to the foregoing Depositions

I- Because the witness resides in Union County

II- The deposition is taken without notice

III. The questions are leading and answers incompetent irrelevant & unlawful

IV- The deposition is not authenticated no was witness duly sworn or qualified -

V. The deposition was not mailed by the Justice, nor sealed up

V. The deposition is otherwise defective & irregular

Exceptions Filed Nov 9 - 1852 James Lunn Clk

Lorena & West - Atty for Defs

Civil/Domestic Case File

Case No. 1852-CV-0026

No. 52-CU-26

Union Common Pleas Court.

Benj Yokkers admr
Plaintiff,

AGAINST

George Pollock et al
Defendant.

NOV TERM 1852

Settled

Journal 5 Page 126

Record No. Page

No Record

Ex. Doc. 4 Page 163

Law 46

Benjamin Hopkins
Admrs of
E P Hathaway
vs
George Pollock et al

E. Hopkins admr
of E. P. Hathaway
vs
George Pollock et. al.

Praecipe

Filed June 7 1852
James Dunn Clerk

Cole & Porter
attys for pltff

Benjamin Hopkins Administrator
of E. P. Hathaway
vs
George Pollock
Thomas Robinson
& Jam Robinson

In Assumpsit
Damages Fifty
hundred Dollars

Issue a Summons returnable at next term, Indorse Suit brought on Joint & several Note of hand given by Defendants to Plaintiff as Administrator of the estate of E. P. Hathaway deceased, for Five hundred and Eighty four Dollars with interest at Eight per cent dated June 17, 1851 and due six months after the said date thereof, also for goods sold and delivered on an account stated &c,

Levell & Porter
Attys for Plaintiff,

Clerk of Lemon Com.
Pleas. June 7 1852

Union Common Pleas

Benjamin Hopkins
Administrator of
E. P. Hathaway
vs

George Pollock
Thomas Robinson
Jane Robinson

Served this writ by delivering
to each of the within named
Persons a certified copy
of this writ June 10th 1852

Fees	Milage	75
	Levis	75
	Copys	60
		210

William C. Martin Sheriff

Filed June 14 1852
James Lowner Clerk

Cole & Porter
Attys for Plff

Suit brought on Joint & several note of hand
Given by defendants to Plaintiff as Administrator of the
Estate of E. P. Hathaway deceased for Five hundred and
Eighty four Dollars with interest at Twelve per cent
per annum from June 17th 1851 and due six months after
the date thereof also for goods sold & delivered
on account stated &c

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon George Pollock Thomas Robinson & Jane Robinson

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 Benjamin Hopkins Administrator of E. P. Hathaway

in a plea of Assumpsit

damages Six Hundred dollars

and have you then there this writ.

James Lomer

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

the 7th day of June A.D., 1852

James Lomer Clerk.

Case 46
Armory Com Pleas

Benj Hopkins Adm &c
v
George Pollock et al

Declaration

Filed July 29 1852
James Turner Clerk

Cole & Porter

State of Ohio
Geauga County ss } Court of Common pleas
June Term A.D. 1852

Benjamin Hopkins administrator of the estate of E. P. Holloway deceased, Complains of George Pollock Thomas Robinson and Jane Robinson in a plea of Assumpsit for that whereas, the defendants on the twentieth day of June A.D. 1851, at the County aforesaid made their joint and several promissory note in writing, and delivered the same to the plaintiff, administrator as aforesaid, and thereby promised to pay to ~~pay to~~ the plaintiff, administrator as aforesaid five hundred and eighty four dollars, (with interest at eight per cent) six months after the 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 to the plaintiff, administrator as aforesaid according to the tenor and effect thereof. And whereas also the defendant on the day and year aforesaid, at the County aforesaid were indebted to the plaintiff administrator as aforesaid, in Six hundred dollars for goods sold and delivered by the plaintiff administrator as aforesaid, to the defendants at their request, and in Six hundred dollars for money found to be due to the plaintiff administrator as aforesaid from the defendants, in an account then and there stated between them. And the defendants afterwards, on the day and year aforesaid at the County aforesaid, in consideration of the premises, respectively promised the plaintiff, administrator as aforesaid to pay him the last mentioned moneys on request.

Yet the defendants have disregarded their promises, and have not paid any of the moneys above mentioned, or any part thereof, to the plaintiff, administrator as aforesaid; to the damage of the plaintiff, administrator as aforesaid of Six hundred dollars and therefore he brings his suit &c

Cole & Porter his Attys

Civil/Domestic Case File

Case No. 1852-CV-0027

No. 52-CN-27

Union Common Pleas Court.

Mary Ann Holloway et al
Plaintiff,

AGAINST

George Pollock et al
Defendant.

NOV TERM. 1852

Settled

JUDGMENT VS DEFENDANT

Journal 5 Page 126

Record No. Page

Ex. Doc. A Page 163

Law No 47

Mary Ann Hathaway
J. B Hopkins
Adm^rs

vs

George Pollock et al

Ebenezer P. Mathews
Administrator

vs

George R. Clark
& A. P. Robinson

Praecipe

Filed June 7 - 1852
James Turner Clerk

Cole & Porter
for Pltff,

Maryann, Hathaway Admrstrx
& Benjamin Hopkins Admrstrtor of } In —
Ebenezer P Hathaway deceed } — Assumsit Damages
vs } Three hundred
George Pollack & A. P. Robinson } fifty Dollars

— Issue a Summons returnable at next term
Indorse Suit brought — on note of hand given
by Defendants — to the said Ebenezer P. Hathaway
in his life time for Three hundred and two
dollars dated Sept — 1st 1848 payable on or
before the first day of January 1852 with
interest — from date, also for Goods
sold & delivered Money had & received
and on account stated, &c

To Clerk of Mon Comm Pleas
June 7 1852,

Cole & Porter
Atty for Pl'ff,

Union Common Pleas

Maryann Hathaway
Administratrix &
Benjamin Hopkins
Administrator of Ebenezer
P Hathaway Dec'd

vs

George Pollock
A. P Robinson

Served this writ by
delivering to each of
the within named Persons
a certified copy of this
writ June 10 1852

Fees Milage 75
Serv 55
copy 40.
$1.70

William L Martin Sheriff
Hilea June 11 1852
James Turner Clerk

Cole & Porter
Attys for Pltff

Suit brought on note of hand given by defendants to the said Ebenezer P Hathaway in his life time for three hundred and two dollars dated Sept 1st 1848 payable on or before the first day of January 1852 with interest from date. also for goods sold & delivered money lent & received and on account stated &c

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon George Pollock & A. P. Robinson

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 Maryann Hathaway Administratrix & Benjamin Hopkins Administrator of Ebenezer P. Hathaway dec'd

in a plea of Assumpsit

damages Three hundred & fifty dollars

and have you then there this writ.

James Turner

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

the 7th day of June A. D., 1852

James Turner Clerk.

said Ebenezer P Hathaway in his life time, or to the plaintiffs as administratrix and administrator as aforesaid. Since the death of the said Ebenezer P Hathaway, to the damage of the plaintiffs as administratrix and administrator as aforesaid of three hundred and fifty dollars and thereupon they bring their suit &c And the plaintiffs bring into Court here their letters of administration. Which give sufficient evidence to the Court that they are administratrix and administrator of the said Ebenezer P Hathaway deceased

Cole & Porter
Attys for Plaintiffs

Case No 47
Trinity Term Pleas

Martha Hathaway
Benjamin Hopkins Adm
v
George Pollock
& Robinson

Filed July 27 1852
James Brown Clerk

Declaration

Cole & Porter

State of Ohio
Union County SS

Court of Common Pleas
June Term AD 1852

Marytann Hathaway administratrix and Benjamin Hopkins administrator of the goods and Estate which were of Ebenezer P Hathaway deceased. at the time of his death. who died intestate by Cole & Porter their Attorneys complain of George Pollock and A. P. Robinson. in a plea of trespass for that whereas. the defendants on the first day of September AD 1848 at the county aforesaid made their promissory note in writing. and delivered the same to the said Ebenezer P Hathaway in his life time and thereby promised to pay to the said Ebenezer P Hathaway or order three hundred and two dollars on or before the first day of January AD 1852 with interest from the date thereof, which period has now elapsed, and the said defendants then and there in consideration of the premises promised to pay the said note with the interest to the said Ebenezer P Hathaway according to the tenor and effect thereof. And whereas also the defendants in the life time of the said Ebenezer P Hathaway Deceased on the first day of September AD 1848 at the county aforesaid was indebted to the said Ebenezer P Hathaway in three hundred and fifty dollars for goods then and there sold and delivered by the said Ebenezer P Hathaway to the defendants at their request And in three hundred and fifty dollars for money then and there received by the defendants for the use of the said Ebenezer P Hathaway and in three hundred and fifty dollars for money found to be due from the said defendants to the said Ebenezer P Hathaway. in an account then and there stated between them. And the defendants on the day and year aforesaid at the County aforesaid. in consideration of the premises respectively promised the said Ebenezer P. Hathaway to pay him the said moneys on request. Yet the defendants have disregarded their promises and have not paid any of the said moneys above mentioned or any part thereof. Either to the

Civil/Domestic Case File

Case No. 1852-CV-0028

Civil/Domestic Case

1852-CV-0028

located with

District Court Case

1853-DC-0001

Civil/Domestic Case File

Case No. 1852-CV-0029

No. 52-CV-29

Union Common Pleas Court.

Fr. S. McCullers
Plaintiff,

AGAINST

Samuel Breese
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$81 43

Journal 5 Page 140

Record No. 6 Page 284

Ex. Doc. A Page 269

Case No 48

Z & S McCollock

vs

Samuel Bruce et al

Judgt for $81.43
& costs by agreement

Cost bill made

(recorded)

Union Com Pleas

Logan McCulloch &
Samuel McCulloch
partners as
L. & S. McCulloch
&
Samuel Brees
A S Davis
James R Smith
Elias Johnson

Praecipe in Attachment

Filed June 14 1852
James Lawrence Clerk

Lawrence & West
Attys for plffs

Lane McCulloch &
Samuel McCulloch
Late partners under the
name style & firm of
J. & S. McCulloch
v
Samuel Brees
& S Davis
James R Smith
Elias Johnson

The State of Ohio
Union County ss
Court of Common
Pleas June
Term 1852
In Assumpsit

Damages $1000.00

Issue summons for
defendants returnable forthwith - Endorse
"Suit brought on two promissory notes executed
by defendants to plaintiffs, each of said notes
dated July 12. 1848 each payable for $360 54/100
one payable twelve months after date and
payable one half in wheat at cash value
delivered at Bellefontaine or West Liberty
Logan County Ohio conditioned also that one
merchantable horse might be paid on said
note at eleven months north about Sixty Dollars
the other note payable one half in wheat at
cash value delivered at Bellefontaine or
West Liberty Logan County Ohio on the first day
of January 1850 - Also for goods sold & delivered
money lent had & received, paid & expended
work & labor done & materials provided on
account stated &c Damages $1000.00

Lawrence & West
Pltffs Attys

To Clerk
June 14. 1852

Case No 48

Union Com Pleas

J. & S. McCollock
vs
Samuel Breese
& others

~~Amended~~
Declaration

~~Filed May 30, 1857~~
~~James Hoskins, Clerk~~

Filed June 14 1852
James Lemmer Clerk

Notice

Lawrence & West Atty
~~L Barrett~~

and said plaintiffs also complain of said defendants

~~and~~ for that whereas the said defendants on the first day

2 of June — A. D. 1852 at Union County aforesaid

~~County~~ was indebted to the said plaintiffs in One thousand —

dollars for the price and value of goods, then and there bargained and sold by the plaintiffs to the defendants at their request:

And in One thousand dollars for the price and value of goods, then and there sold and delivered by the plaintiffs to the defendants at their request:

And in One thousand dollars for the price and value of work then and there done, and materials for the same provided by the plaintiffs for the defendants at their request:

And in One thousand — dollars for money then and there lent by the plaintiffs to the defendants at their request:

And in One thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request:

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

And in One thousand dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them.

And whereas the defendants afterwards, on the day & year last aforesaid in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs on request. yet they have disregarded their promises, and hath not paid the said several sums of money nor either of them, nor any part thereof; to the damage of the plaintiffs ~~[illegible]~~ One thousand — dollars, and thereupon they bring suit.

~~S. Barrett~~

By Lawrence & West

Plaintiff's Attorney.

41.55
3 41
4.96
50
4.96
.74
4.96
.78
4.9
61
8
9
1

$48.82
Received April 11 1850
Forty Eight dollars &
Eighty two cents

$75 Rec^d April 11 1850
One Hose Seventy five
dollars

38
74
123

July 12

Davis Brown &c
Notes July 12 48

360.54
721.08

Amount due
Aug 12th 1850
$632.05

Dollars 360 $\frac{54}{100}$ July 12 1848

Twelve months after date we or either of us promise to pay to J. S. McCollock or bearer Three hundred sixty & 54/100 dollars for value Rec^d payable pr in Wheat at Cash Value delivered at Bellefontaine or West Liberty Logan Co O. On Merchantable Wheat may be paid at 11 mo with about sixty dollars

Saml Byers
A. S. Davis
James R Smith
Elias Johnson

Dollars 360 54/100 July 12 1848

We or either of us promise to pay to J. S. McCollock or bearer Three hundred sixty & 54/100 dollars for value Rec^d pr in Wheat at Cash Value delivered at Bellefontaine or West Liberty Logan Co O on the 1st January 1850

Saml Byers
A. S. Davis
James R Smith
Elias Johnson

3675

Mr. Colloch
Receipt
$500.00

Received August 18 1851 Five hundred dollars to be credited on a judgment to be obtained in our favor against A Davis S. Bruce James R Smith and Elias Johnson in Union County O. Com Pleas at the next term

J S McCollish

State of Ohio } Court of Common Pleas
Union County } Vacation after April Term AD 1851

Union County ss. Isaac McCulloch and Samuel McCulloch late partners trading under the name & style of I & S McCulloch now come ~~by leave of the Court first had & obtained file their amended declaration and now come the said Isaac McCulloch and Samuel McCulloch late partners as aforesaid~~ as plaintiffs and complain of Samuel Byers A. S. Davis James R Smith and Elias Johnson defendants in a plea of assumpsit for that whereas the said defendants on the twelfth day of July A.D. 1848 at said County made their joint & several promissory note in writing & delivered the same to the said plaintiffs & thereby then & there promised to pay to the said plaintiffs under their partnership name & style of I & S McCulloch or bearer three hundred and sixty dollars and fifty four cents twelve months after the date thereof which period has now elapsed and the said defendants then & there in consideration of the premises promised to pay the amount of the said note according to the tenor & effect thereof to said plaintiffs

And said plaintiffs also complain of said defendants for that whereas said defendants on the 12th day of July AD 1848 at said County made their certain other joint & several promissory note in writing & delivered the same to the said plaintiffs & thereby their & there promised to pay to the said plaintiffs by & under their partnership name & style aforesaid of I & S McCulloch or bearer three hundred and sixty dollars and fifty four cents on the first day of January AD 1850 which period has now elapsed & the said defendants then & there in consideration of the premises promised to pay the amount of the said note according to the tenor & effect thereof to said plaintiffs

And said plaintiffs also complain of said defendants also for that said defendants on the 12th day of July AD 1848 at said Union County made their certain other note in writing and delivered the same to the said plaintiffs and thereby they & there for value received promised the said plaintiffs as partners ~~[illegible]~~ under the name & style of Z & S McCulloch ~~or bearer~~ to pay them said plaintiffs three hundred and sixty dollars and fifty four cents twelve months after the date thereof payable one half in wheat at cash value delivered at Bellefontaine or West Liberty in the County of Logan in the State of Ohio and in one merchantable horse worth about sixty dollars And the plaintiffs aver that said defendants by said note in writing undertook & promised as aforesaid to pay said wheat at Bellefontaine or West Liberty aforesaid twelve months after the said date of said note & to deliver to plaintiffs said horse eleven months after the date thereof & the residue of the amount of said note after making payment of said wheat & horse twelve months after the date of said note which several periods of eleven & twelve months from the date of said note have long since elapsed Yet said defendants did not, nor did either of them eleven months after the date of said note deliver to plaintiffs said horse nor any horse nor did they or either of them twelve months after the date of said note deliver said wheat nor any wheat at West Liberty nor at Bellefontaine aforesaid to said plaintiffs nor did they or either of them pay ~~the money~~ the money then due upon said note to said plaintiffs nor any money nor have said defendants or either of them at any time paid or delivered to plaintiffs at said Bellefontaine or West Liberty or at any place any wheat money horse or other property

And said plaintiffs also complain of said defendants for that said defendants on the 12th day of July AD. 1848 at said Union County made their certain other note in writing and delivered the same to the said plaintiffs & thereby then & there for value received promised the said plaintiffs as partners under the name & style of Z & S McCulloch or bearer to pay them said plaintiffs three hundred & sixty dollars & fifty four cents on the first day of January AD 1850 payable one half in wheat at cash value delivered at Bellefontaine or West Liberty in Logan County Ohio and the plaintiffs aver that said time when said note became due & payable, to wit the first day of January AD 1850 has long since elapsed And the plaintiffs aver that said defendants did not nor did either of them deliver to said plaintiffs one half the amount of said note in wheat at cash value at Bellefontaine or West Liberty aforesaid on said first day of January 1850 nor did they or either of them then or at any time before or since pay or deliver any wheat to plaintiffs neither at Bellefontaine nor West Liberty nor elsewhere nor did said defendants or either of them pay said note nor any part thereof neither on the 1st day of January 1850 nor at any time before or since

Samuel Brown et al
vs
Z. L. S. McCollock

Plea.

Filed Aug 28th 1857
Jas Turner Clerk

Copy
D. C. Dougherty
Atty for Defendants

Samuel Rees
A S Davis
James R Smith
& Elias Johnson
adc.
Jane McCollock
Samuel McCollock
Partners.

In Univ Common Pleas.

And the said Samuel Rees A S Davis James R Smith and Elias Johnson come and defend, &c. and say that they did not assume and promise in manner and form as the said Jane McCollock and Samuel McCollock hath declared against them and of this they put themselves upon the Country, and the said Jane McCollock and Samuel McCollock Partners doth the like, &c.

By J. B. Dought their Attorney

The Plaintiffs will take notice that the Defendants, on the trial of this Case will give in evidence, and insist, that this Case was settled by the parties, and said settlement, was reduced to writing, and filed in this Court, ~~and~~ as a compromise of the Cause,

J & J McCullough
vs
Samuel Brown
& others
Filed this writ
by Levins at the
Residence of Cook
of the within
named defendants
a certified copy
of this writ
June 16th 1852
Geo. Kinzer 75
Levin 95
Copy 100
2.70
William Allen Sheriff

Suit Brought on two promissory notes Executed by defendants to Plaintiffs each of said notes dated July 12 1848 each payable for $360 54/100 one payable twelve months after date and payable one half in Wheat at cash value delivered at Bellfontaine or West Liberty Logan County Ohio conditioned also that one merchantable horse might be paid on said note at Eleven months worth about sixty Dollars the other note payable one half in Wheat at cash value delivered at Bellfontaine or West Liberty Logan County Ohio on the first day of January 1850 also for goods sold & delivered money lent had & received paid & expended work & labor done & materials furnished on account Statement

Lawrence & West
Atts for Pltff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Bruce A. S. Davis James R Smith Elias Johnson

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ forth with to answer unto Zane McCulloch & Samuel McCulloch Late Partners under the name Style & firm of Z & S McCulloch

in a plea of Assumpsit

damages one Thousand dollars

and have you then there this writ.

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

the 14th day of June A.D., 1852

James Downer Clerk.

J & L McCoolock
v
Saml Brees & others

Union Com Pleas
Nov Term 1852

Judgment shall be
rendered in this case for amount
due being Eighty one Dollars & $\frac{43}{100}$ cents
Nov 10. 1852 — and for costs —

Saml Brees

$$
\begin{array}{r}
6 \\
16 \\
10 \\
20 \\
10 \\
47 \\
350 \\
\hline
459
\end{array}
$$

$$
\begin{array}{r}
270 \\
32 \\
\hline
302
\end{array}
$$

Filed April 23 1853
James Lunn Clerk

Paris Logan Co O
April 22 1853

The Clerk of the Court of Common Pleas
Union County O

Sir,

You will please issue an execution in our favor against Saml Brier & others of Union Co. on a judgt which was rendered against them in our favor at your last Term in last year, and request the Shiff to levy as soon as he can and let us know when sale will take place

J. K. McCullock

A-239

union Comm Pleas

Z & S. McCollock

vs

Samuel Bruce
A. S Davis
James R Smith
Elias Johnson

Debt $81.43
Costs 7.59
This writ 73

Filed June 24 1853
James Lemon Clerk

June 23. 1853 Sheriff McMahin paid us on this writ Eighty four Dolls 30 cents

Lawrence & Watt

Received this writ April 23 1853
Received on the within Writ Costs
June 23 1853

Fees Mileage 75
Levy 35
Poundage 1 80
Return 5
2 95

June 24 1853

William A. Mitchell

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 9th day of November A. D. 1852 Z & S McCollock recovered against Samuel Brose. A. S. Davis James R Smith & Elias Johnson as well as the sum of Eighty one dollars and Forty three cents for Their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages; as also the sum of $ 7.59 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 Samuel Brose. A. S. Davis James R Smith & Elias Johnson you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 9th day of November A. D. 1852 until paid; also the sum of $ 0.73 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 Z & S. McCollock

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 23th day of April A. D., 1853

James Turner Clerk.

Civil/Domestic Case File
Case No. 1852-CV-0030

No. 52-CV-30

Union Common Pleas Court.

Zane McCullick
Plaintiff,

AGAINST

Wm D W Mitchell
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT
$257 73

Journal 5 Page 140

Record No. 6 Page 287

Ex. Doc. A Page 237

Law No 49

Zane McCulloch

vs

Jno D W Mitchell

Judgt for $25 17/3

Cost bill made

(Recorded)

Hane M Colloch
v
William D W Mitchell

Praecipe cu
Assumpsit

Filed June 14 1852
James Downer Clerk

The State of Ohio
Union County ss

Lane M Colloch
v
William D. W. Mitchell

Court of Common Pleas June Term
In Assumpsit. 1852
Damages $500.

Issue summons for defendant returnable forthwith - Endorse
" Suit brought on a promissory note executed
" by defendant dated March 29th 1851 payable
" Six months after date to Samuel Breese
" or bearer for Two hundred & thirty six
" dollars & duly assigned & endorsed to
" plaintiff also for goods sold & delivered, money
" lent had & received, work & labor done, on
" an account stated &c damages $500"

Lawrence & West
Pltffs Attys -

To Clk
June 14. 1852

"Suit brought on a promissory note executed by defendant dated March 29th 1851 payable six months after date to Samuel Brown or bearer for Two hundred & thirty six Dollars & duly assigned & endorsed to plaintiff, also for goods sold & delivered money lent, had & received, Work & labor done, on account stated &c Damages $500"

Jane M Collock
vs
William D W Mitchell

Filed June 16 1852
James Lunny Clerk

Lawrence & Lewis
Attys for Pltff

Served this writ by delivering to William D W Mitchel a certified copy of this writ June 16th 1852

Fees Milage 75
Fees 35
Copy 25
1 35

William C Mulvin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon William D. W. Mitchell

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 Zane M'Culloch

in a plea of assumpsit

damages five hundred dollars

and have you then there this writ.

Witness JAMES ~~KIRKPATRICK, Jr.~~ Lemmon, Clerk of said Court at Marysville,

the 14th day of June A. D., 1852

James Lemmon Clerk.

Law No 49

Union Com Pleas

Lane McCollock
v
William D W Mitchell

Declaration

Filed June 14 1852
James Lemon Clerk

Lawrence & Wash
Attys —

The State of Ohio
Union County ss

Common Pleas
June Term AD 1852

Union County ss.

Lane McCulloch complains of William D. W. Mitchell in a plea of assumpsit for that whereas said William D W Mitchell ~~[illegible]~~ on the 29th day of March in the year of our Lord One thousand Eight hundred and fifty one at the County of Union aforesaid made his promissory note in writing of that date and then & there delivered the same to Samuel Breese and thereby then & there promised to pay to said Samuel Breese or bearer Two hundred and thirty six Dollars six months after the date thereof which period has now elapsed and the said ~~[illegible]~~ ~~then & there in consideration of the premises promised to pay the amount of the said note~~ Samuel Breese afterwards to wit on the 18th day of August AD 1851 at said Union County indorsed the said note to the said Lane McCulloch whereof the said defendant then & there had notice & then & there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor & effect thereof

and also for that whereas the said William D W Mitchell on the first day of June AD 1852 at said Union County was indebted to the said Lane McCulloch in five hundred Dollars for the price & value of goods then & there bargained & sold by the plaintiff to the defendant at his request: and in five hundred Dollars for the price & value of goods then & there sold

and delivered by the plaintiff to the defendant at his request: and in five hundred dollars for the price & value of work & labor then & there done & materials for the same provided by the plaintiff for the defendant at his request: and in five hundred dollars for money then & there lent by the plaintiff to the defendant at his request: and in five hundred dollars for money then & there paid by the plaintiff for the use of the defendant at his request: and in five hundred dollars for money then & there had & received by the defendant for the use of the plaintiff. and in five hundred dollars for money found to be due from the defendant to the plaintiff on an account then & there stated between them and whereas the defendant afterwards on the day & year last aforesaid in consideration of the premises then & there promised to pay the said ~~several~~ last mentioned several sums of money to the plaintiff ~~mentioned in the several counts in this dec~~: ~~whatever exceed the first special count~~ on request: yet he hath disregarded his promises & hath ~~not paid~~ disregarded his promises & hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff of five hundred dollars & therefore he sues by

Lawrence & West
his attys -

William D. McCulloch
ads
Jane McCulloch

Plea

Filed Aug 28 1852
Jas Turner Clerk

Copied J. C. Doughty
Atty for Defendant

William D W Mitchell } In Lincoln Common
ads. } Pleas
Jane McCullock }

And the said William D W Mitchel comes and defends (C) and says that he did not assume and promise in manner and form as the said Jane McCullock hath declared against him and of this he puts himself upon the Country, and the said Jane McCullock doth the like.

By J. G. Doughty his Atty

No. 237

Jane McCollock
vs
William M. Mitchell

Damages $351.75
Costs 5.35
Increase Cost 4.53
This Writ .75

Filed June 17 1853
James Skinner Clerk

Laurence Hunt Atty for Pltff.

Received this writ April 9th 1853
there Being in my opinion not Enough of Property Levied upon to satisfy this Execution I therefore Levied upon the following Property to wit One two year old Heifer two lots of Harris one Harrow 2 Plows and one Sled Advertised the same and 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 offered same to wit on the 31st day of May 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 for sal at the Residence of the Defendant at Public auction and not sold for want of Bidders

Fees Milage	75
Levy	35
Levy	35
Advertising	25
Return	15
Printers Fee	1 50
	3 35

William C. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattles of Wm D W Mitchell to wit.
Two Horses two waggons and one yoke of cattle

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

Zane McCollock
the sum of Two hundred & fifty one ——— dollars
and Seventy three cents for his ~~for~~
damages together with $5.33 for his costs, with interest thereon from the 10th
day of November A. D. 1852 until paid, which late in our said Court the said
Zane McCollock
recovered against the said William D W Mitchell

as of record is manifest. Also, $4.53 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

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

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 9th day of April A. D. 1853

James Turner Clerk.

Jos. 92 48

No. 9. 387

Isaac McCollock
vs
Williams & Williams

Amount $387.73
Costs 3.33
Thos Hall 73

Received Jany 24. 1853
James Thomson Clerk

Received this writ November 29 1852
Levied January 10th 1853 upon the following described Property to wit two Horses two Wagons and one Yoke of Cattle; Advertised the above 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 aforesaid to wit on the 22 day of January AD 1853 it being the day i advertised said Property to be sold offered the same at the Residence of W & W Mitchell between the Legal hours of ten oclock A M and four oclock P M at Public auction and not sold for want of bidders

Fees Milage	75
fees	35
Levy	35
Advertising	25
Bond	50
Return	10
Printers fee	1 50
	3.80

William C. 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 Tenth day of November A. D. 1852 Zane McColloch recovered against William D W Mitchell

as well as the sum of Two hundred & fifty one dollars and Seventy three ~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ cents, for his damages; as also the sum of $5.33 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 D W Mitchell

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the Tenth 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 Zane McColloch

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

Witness JAMES ~~SINKADE, Jr.~~ Turner, Clerk of said Court, at the Court House aforesaid, this 29th day of November A. D., 1852

James Turner Clerk.

No. 289

Jane McCollock
vs
Dr. J. M. Mitchell

Debt $237.73
Costs 5.33
Increase costs 24.70
This writ 65

Filed Sept 26th 1854
Jno. Lancell

Received this writ September 11th 1854
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, otherwise to wit on the 26th day of September A.D. 1854 it being the day I advertised said property for sale. Offered the same for sale at public vendue once not sold for want of bidders

September 26th 1854

Fees Mileage	.75
Fees	35
Advertising	25
Return	10
Printers fee	1.50
	2.95

William C. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & chattles of William D W Mitchell To wit two Horses two Waggons one yoke of oxen 80 head of Stock Hogs 600 Bushels corn 4 Spring colves one Cow 4 ashey Kettles 2 Tamase ashey Kettles one woodwork of Buggy about 100 Bushels oats one yearling calf one Spring calf one yearling colt one Spring colt one two year old Steer ~~two saddles~~ one set Buggy Harness two saddles & three riding Bridles

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 Zane McCollock

the sum of Two hundred and fifty one dollars

and 73 cents for his ~~for~~

damages together with $ 5.33 for his costs, with interest thereon from the 10th

day of November A. D. 1852 until paid, which late in our said Court the said

Zane McCollock

recovered against the said William D W Mitchell

as of record is manifest. Also, $ 24.70 increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & 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 11th day of September A. D. 1854

James Turner Clerk.

D. A. 237

Jane M Collsch
5

William H Mitchell

Debt $237.33
Cost 5.33
Increase cost 12 77
Fees cost 23

Filed April 12 1854
James Lemon Clerk

Received this writ December 9th 1853 and being of the opinion that the property already levied upon is not sufficient to satisfy said judgement & sold on the day of December 1853 levy in conjunction with an Execution issued from the Common Pleas of Morrow County in favor of Campbell & Little & Co against said Wm H W Mitchell for the sum of three hundred & sixty four dollars & thirty cents debt & costs &c and also in conjunction with another Execution issued from the court of Common Pleas of Union county in favor of Thomas Hunter against said Wm H W Mitchell for the sum of three hundred dollars debt & and three dollars & fifteen cents costs the debt on interest at ten per cent from the 25th day of June 1853 upon the following property to wit 80 head of stock hogs - 600 bushels of corn - 4 spring calves - one cow - 4 ashery kettles - 2 damaged ashery kettles - one wood work of a buggy and about 100 bushels of oats, taken as the property of said Wm H W Mitchell to satisfy the balance which shall remain after the sale of the property within described and the judgements above mentioned in favor of said Thomas Hunter and said Campbell Little & Co against said Wm H W Mitchell

Had the within described ~~said~~ Property advertised in the Marysville Journal a weekly paper published and in general circulation in said county also for at least ten days previous to the day of sale aforesaid to wit on the 23 day of January AD 1854 I offered said Property for sale and not sold for want of Bidders

April 12th 1854

Fees Mileage	1 50
Levy	3 50
Serv	3 50
Advertising	2 50
Bond	50
Return	10
Protector	1 50
	4 55

William C Mulen 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 D W Mitchell to wit two Horses two waggons, one yoke of cattle, one two year old Heifer, two sets of Harness, one Harrow, two Plows & one Sled

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 Zane McCollock the sum of Two hundred & fifty one dollars and Seventy three cents for his ~~for~~ damages together with $5, 33, for his costs, with interest thereon from the 10th day of November A. D. 1852 until paid, which late in our said Court the said Zane McCollock recovered against the said William D W Mitchell as of record is manifest. Also, $12, 79 — 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 Zane McCollock

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 December A. D. 1853

James Turner Clerk.

S. A. 237

Thos McCullock
vs
Geo. W. Mitchell

Debt $237.73
Costs 5.33
Accrue cost 18.07
This writ 73

Filed August 19 1854
Frances Dunlevy Clerk

Received this writ June 29th 1854
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 26th day of July it being the day & address fixed property to be sold offered the same for sale at the residence of the Defendant at Public auction and not sold for want of Bidders July 26th 1854
I levied in conjunction with an other writ issued out of the Court of Common Pleas of the County of union and State of Ohio in favor of Thomas Hunter and against W. & H. Mitchell

~~for the sum of~~ bearing date Aug 24 1854 for the sum of three hundred Dollars and costs upon the following described property to wit; one yearling calf one spring calf one yearling colt one spring colt one two year old steer two saddles one set Buggy Harness and three Riding bridles by order of plaintiff attorney I again ~~offered the within and~~ under this writ advertised the within and above 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 afterwards to wit on the 19th day of August it being the day & address fixed property to be sold offered the same for sale at the residence of the Defendant and not sold for want of Bidders

	Fees Mileage	150
August 19th 1854	Levy	35
	Advertising	35
	Return	50
	Printers fee	20
		300
		590

William C. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattles of Wm D W Mitchell To wit Two Horses Two Waggons & one yoke of Oxen & 80 head of Hogs 600 Bushels Corn 4 Spring Calves one Cow 4 ashey Kettles 2 damaged ashy Kettles one wood work of Buggy & about 100 Bushels oats

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 Zane McColloch

the sum of Two hundred & fifty one — dollars and 73 cents for his ~~for~~ damages together with $ 5.33 for his costs, with interest thereon from the 10th day of November A. D. 1852 until paid, which late in our said Court the said Zane McColloch recovered against the said William D W Mitchell

as of record is manifest. Also, $ 18.07 — 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 29 day of June A. D. 1854

James Turner Clerk.

No. 237

Jane M Colloch
vs
Jno D Mitchell

Damages $237.73
Costs 5.33
Increment 8.61
This writ 13
Filed Nov 22 1853
James Dun Clerk

Received this writ July 13th 1853
Had the within described Property Advertised in the Marysville Tribune a Newspaper Published and in General Circulation in union County and State of Ohio at Least ten days previous to the day of Sale afterwards to wit on the the 8th day of November 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 at the Residence of the Defendant and not sold for want of Bidders

Fees Milage	75
Levy	35
Advertising	25
Return	10
Printers fee	200
	345

William B 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 William D. W. Mitchell. To wit two horses two waggons one yoke of cattle one two year old heifer two sets of Harness one Harrow two Plows & one Sled

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 Zane McCulloch

the sum of Two hundred & fifty one — dollars and Seventy three cents for his ~~for~~ damages together with $ 5.33 for his costs, with interest thereon from the 10th day of November A. D. 1852 until paid, which late in our said Court the said Zane McCulloch recovered against the said William D W Mitchell

as of record is manifest. Also, $ 8.61 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 Zane McCulloch

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. 237

Jane McCulloch
vs.
Wm. D. M. Mitchell

Debt	$251,73
Costs	5,33
Interest cost	28,30
Credit	10

150
2,50
1,00
25
3,20

Received

Received this writ September 24th A.D. 1853
Advertised the within described goods & chattles at least
ten days in the Marysville Tribune a newspaper
published and in general circulation in Union county
afterwards to wit on the 17th day of November A.D. 1853
that 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
Mileage 1.50
Advertisement .25
Printers fee 1.00
Return .10
$ 3,20

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 William D. W. Mitchell to wit, two horses two waggons one yoke of Oxen, 80, head of Stock hogs 600 bushels of corn 4 Spring Calves One Cow four Ashery Kettles two damaged Ashery Kettles One woodwork of buggy about 100 bushels Oats One yearling Calf one Spring Calf One yearling Colt One Spring Colt One two year old Steer one Set buggy harness two saddles and three siding Bridles

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 Zane McCullough

the sum of Two hundred and fifty one dollars, and 73 cents for his ~~his~~ damages, together with $5 33/100 dollars for his costs, with interest thereon from the 10th day of November A. D. 1852 until paid, which late in our said Court the said Zane McCullock

recovered against the said William D. W. Mitchell

as of record is manifest. Also, $28,30 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 24th day of September A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Civil/Domestic Case File

Case No. 1852-CV-0031

No. 52-CV-31

Union Common Pleas Court.

Andrew J Mead & Co
Plaintiff,

AGAINST

J W Evans,
Defendant.

NOV TERM 1852
NOV TERM 1852

JUDGMENT VS DEFENDANT
$311 65

Journal 5 Page 163
Record No. 6 Page 237
Ex. Doc. A Page 250

Law No 50

Andrew J Meade & Co

vs

J W Evans

Court bill

Decree

Recorded

Andrew J. Mead &
Thos. E. Hunt, late
partners under the
style of A. J. Mead & Co

v

J. W. Evans

Filed June 15 1852
James Turner Clerk

11

Andrew J Mead and
Thomas E Hunt. late
partners under the style of
A. J. Mead & Co

vs

D. N. Evans

In Union Common Pleas
Assumpsit
Damages $600 =

Issue summons. returnable
~~at the regular term~~ with in 14 days & Endorse

"Suit brought on a promissory note of hand ~~given~~ made
by the defendant to the plaintiffs or bearer. for
~~three~~ hundred dollars, payable four months after
the date thereof and dated November 18th 1851 = Also for
goods sold and delivered, money lent, on account
stated &c Damages claimed as due Six
hundred dollars"

Curry & Robinson
Attys. for Plffs

To the clerk of
Union Com. Pleas
June 14th 1852

in union Comm Pleas

Andrew J Mead and
Thomas E Hurst late
Partners under the Style
of A. J. Mead & Co

vs

J W Evans

Serve this writ by
delivering to James W Evans
a certified copy of this
writ June 15th 1852

Fee Mileage 5
Serv 35
Copy 20
60

William C Mulin Sheriff
Filed June 15th 1852
James Turner Clerk

Curry & Robinson
Attys for Plffs

Suit brought on a promissory note of hand
made by the defendant to the plaintiff or bearer for
three hundred dollars, payable four months after the
date thereof and dated November 18th 1851. Also for
goods sold and delivered, money lent on account
stated &c Damages claimed as due &c
dollars

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James W Evans

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~~ forth with, to answer unto Andrew J Mead and Thomas E Hurt late partners under the style of A. J. Mead & Co

in a plea of Assumpsit

damages Six hundred dollars

and have you then there this writ.

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

the 15th day of June A. D., 1852

James Lowner Clerk.

of money, nor either of them, nor any part of them, to the
damage of the plaintiffs six hundred dollars &
therefore they, one &c
Curry & Johnson
Attys for Plffs

Case No 50
A. J. Neal & Co
v
J. W. Evans

Nar

Filed July 8th 1852
James Turner Clerk

3

The State of Ohio } Court of Common Pleas
Union County ss } Assumpsit - June Term 1852

Andrew J. Mead and Thomas E. Hunt late partners in trade under the name and style of "A. J. Mead & Co." complain of J. W. Evans in a plea of Assumpsit. for that whereas the defendant J. W. Evans, on the 18th day of November AD 1851 at the county aforesaid made his promissory note in writing and then and there delivered the same to the plaintiffs, and thereby then and there promised to pay to the plaintiffs or bearer the sum of three hundred dollars four months after the date aforesaid which period hath elapsed; and then and there in consideration of the premises promised to pay the plaintiffs the said sum of money according to the tenor of said note = And whereas also the defendant afterwards to wit on the first day of June AD 1852 at the county aforesaid was indebted to the plaintiffs in the sum of six hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request And in the sum of six hundred dollars for work and labor done and materials found then and there by the plaintiffs for the defendant at his request = And in the sum of six hundred dollars for money found to be due the plaintiffs from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the day and year last aforesaid at the county aforesaid in consideration of the premises respectively, promised to pay to the plaintiffs, the several sums of money last aforesaid on request. yet he hath disregarded his said promises and though often requested, he hath not paid any of said sums

Civil/Domestic Case File

Case No. 1852-CV-0032

No. 52-CU-32

Union Common Pleas Court.

James Miller
Plaintiff,

AGAINST

Purl & Cornell
Defendant.

MAR TERM. 1853

Discontinued

Journal 5 Page 200

Record No. Page

Ex. Doc. A Page 276

Law No ~~57~~ 21

James Miller
vs
Purl & Cornell

cat Bill made

No Recd

The State of Ohio Union County Paris Township ss
I do hereby certify, that the foregoing is a full and true copy from my docket of the proceedings had by and before me in the above cause.

John Blevatt J.P.
of the aforesaid Township

James Hills
vs.
Perl & Terrell
Transcript

Filed June 15th 1852
James Downer Clerk

Union

The State of Ohio Union County ss

James Miller
vs
Purl & Lorrell

Suit brought on Book account
Items amount to — $ 10.00

Plaintiffs Costs
Fees Summons 12½
Judgment 25
Swearing 2 Wit 8
Cons. serving Summons 25
One Witness 25
$ 7 7½

May 1st 1852. Bill of Particulars filed, and Summons issued for the appearance of defendants, May 8th 1852. at one o'clock P.M. and delivered the same to William Wells Constable.

May 7th 1852. Summons returned, Endorsed. "Served by reading to each one named in this writ — Fee — Service 20
Mileage 5
May 3d 1852 Wm Wells Const.

Defendants Costs
Swearing 2 Wit. 8
Two Witnesses 50
Appeal Bond 25
$ 8 3

This Transcript 3 1½

May 8th 1852. Parties appeared, and consented to an adjournment, and thereupon this Cause is adjourned for trial on May 15th 1852 at one o'clock P.M.

May 15th 1852. Parties appeared Trial had; the Plaintiff sworn and examined, as to the validity of his book account, and Bill Welch sworn and examined, to establish the value of the services, claimed, in said Plaintiffs bill of particulars, and Aquilla Turner, and John Weidman sworn and examined, as witnesses for the defendants. It is therefore considered by me that the Plaintiff recover of the defendants a Judgment for the sum of Eight dollars and fifty cents, and the costs herein taxed at Ninety five and a half cents. Appeal taken by defendants

In the action of James Miller against Purl & Lorrell I Henry Wolford do acknowledge myself bail for the appellants in the sum of fifty Dollars to be levied of my goods and chattels lands and tenements in case, in case the appellants shall be condemned, in the action and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of Common Pleas

Henry Wolford

Taken signed and acknowledged before me this 24th day of May AD 1852.

John B Coats J.P.

Oct. 6th 1857 Bird & Correll to James Miller Dr

to use of house two months at $5.00 per month — $10.00

Law No 57
Union Common Pleas

James Miller
vs
Purl Carrill

Declaration
Filed July 27 1852
James Somer Clerk

Cole & Porter
Attys for Plffs

State of Ohio } Court of Common Pleas
Union County ss. } Mine Term A.D. 1852

James Miller complains of Purl and Correll late partners in business under the name and style of Purl and Correll, not incorporated as such name in a plea of Assumpsit for that whereas the said defendants on the sixth day of September A.D. 1851 at the County aforesaid in consideration that the said plaintiff at the request of the said defendants had before that time let to hire to the said defendants divers, to wit, one horse of the said plaintiff and that the said defendants according to the said letting to hire had and used the same, they the said defendants promised the said plaintiff to pay him so much money as he reasonably deserved to have therefor, and the said plaintiff avers that he reasonably deserves to have ten dollars, And whereas also the said defendants on the day and year aforesaid at the County aforesaid were indebted to the said plaintiff in the sum of ten dollars for the price and value of work and labor then and there done by the plaintiff for the defendants at thier request.
And in ten dollars for money found due on an account then and there stated between them. And whereas the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request, yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof, to the damage of the said plaintiff ten dollars and thereupon he brings suit.

By Cole & Porter Attys for Plff.

James Miller
vs
Dust & Lonnee
Sub Ser Writ

Filed March 5th 1853
James Vernon Clerk

Served by Reading to I G Sprague March 3 1853
Served by Reading to Emory Hendricks March 3 1853
Served by Reading to Alexander Cassil March 3 1853
Served this by Reading to Ben Kersette March 5 1853

	Fees Mileage	5
March 5th 1853	Serv	50
	Return	5
		60

William L. Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Ira Rezartee, Emery Hendrick Alexander, Cassil, & Jackson G Sprague

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 3d 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 James Miller is Plaintiff, and Pool & Cornell are Defendants, 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 3d day of March A. D. 1853

James Turner Clerk.

James Miller
vs
Purl A Cowell } Issue a subpoena

returnable forthwith for the following
witnesses, Ora Kennee, Emery
Hendrick

Clerk Common Pleas
Nov. 15th 1858

Caleb A. Poole

James Miller
vs
Pierce & Connell
Writ for rent

Filed Nov 2 1852
James Thomas Clk

Rec'd this writ November 1st 1852 by Reading to Conway Henderson
Fees ~~[illegible]~~ ~~[illegible]~~ not Paid Served this writ by Reading
to Joseph Cunningham November 2 1852

Fees Mileage 50
Serv 25
75

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Emory Hendrick and Joseph Cunningham

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 Sixth 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 James Miller is Plaintiff, and Pearl & Corell are is Defendants, 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 1st day of November A. D. 185 2

James Turner Clerk.

Filed March 3 1853

James Sumner Clerk

James Miller
vs
Peal & Cornell

In Union Com. Pleas

Issue & Subpoena for the following witnesses Ira Negatee Emery Hendricks, Alex. Cassil, Jackson Sprague;

Clerk. Com Pleas
March 3d 1853.

Cole & Porter
Attys for Miller

3d day

Miller
vs
Purl & Cowell

Filed March 23 1853
Jas Lunn Clerk

James Miller
Paul B Carroll } Issue for Bill
Welch, returnable forthwith

Clerk Com Pleas } Cole & Porter
March 1853 } pltffs Atty

J. Miller
vs
Purl & Cornell
Suit for rent

Filed March 23 1853
James Lum Clerk

Served by reading to Mrs Miller March 23 1853
Lees Mileage 5
Law $1\frac{12}{}$
Return $\frac{5}{2\ 2\frac{1}{2}}$
William A. Miller Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Bill Welsh

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~~ fourteenth ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Plain in a certain controversy in said Court depending, wherein James Mills is Plaintiff, and Paul V Carter is Defendant, and this the 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 23 day of March A. D. 1853

James Turner Clerk.

Pmb. and Cornell
ads
James Miller

Jos. for Witnesses.

Filed Nov 1st 1852
Jos Lanner Clerk

J. C. Dougherty for
Defendants

Paul and Lovell
ads.
James Miller

To Union Common Pleas.

Issue a. Subpoena for Emery Hendrick and Joseph Cunningham witnesses for Defendants.

C. Doyle atty for Defendants

To James Dunn Clerk of the C. Pleas
November 1st 1852.

J. Miller

vs

Pool & Conell

Sub for bill

Filed Nov 15th 1882
James Lemmon Clk

Lucas Atty and by Robins to Q Hendrix
and Ans Respondents Nov 15th 1882
Emery Hanover demurrer for and not Paid
Leo Mulvey 5
Nov 15th 1882 Ans 25
30

Wilson & Mills Pltffs

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Ira Kezartee & Emery Hendrick

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~~ fourteenth ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein James Miller Plaintiff, and Pool & Conell 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 15th day of Nov A. D. 1852

James Turner Clerk.

Paul & Cowell
vs
James Mills

plea

Filed Aug 28th 1851
James Stevenson Clerk

J. C. Dorsey atty
for Defendants

Pull and Corell
ads.
James Miller

In Common
pleas.

And the said Pull and Corell
come and defend&, say that they
did not assume and promise, in
manner and form as the said James
Miller hath declared against them and
of this they put themselves upon the Country
And the said James Miller doth the
like &c.

Ryan & Coughty their
Atty

Civil/Domestic Case File
Case No. 1852-CV-0033

No. 52-CV-33

Union Common Pleas Court.

Clap & Townsend
Plaintiff,

AGAINST

Amos Darrow
Defendant.

NOV TERM, 1852

Dismissed

Journal 5 Page 136

Record No. No Record. Page

Ex. Doc. A Page 235

Case No 32

Clap & Townsend
a partnership firm
not incorporate
vs
Anson Darrow

Law No 52

Union Com. Pleas

Clapp & Townsend
a partnership firm
not incorporated
v
Anson Darrow

In Assumpsit

Filed June 15 1852
James Lowner Clerk

Lawrence & West
Attys

And in Two hundred dollars for work then & there done & materials for the same provided by the plaintiffs as partners as aforesaid for the defendant at his request

And in Two hundred Dollars for money then & there lent by the plaintiffs as partners as aforesaid to the defendant at his request

And in Two hundred Dollars for money then & there paid by the plaintiffs as partners as aforesaid for the use of the defendant

And in Two hundred Dollars for money then & there received by the defendant for the use of the plaintiffs as partners as aforesaid

And in Two hundred Dollars for money found to be due from the defendant to the plaintiffs as partners as aforesaid on an account then & there stated between them

And the defendant afterwards on the day & year last aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiffs as partners as aforesaid to pay them the several moneys herein above mentioned on request yet the defendant has disregarded his last mentioned promises & has not paid any of the said ~~moneys last mentioned~~ moneys or any part thereof - To the damage of the plaintiffs as partners as aforesaid Two hundred dollars & therefore they sue

By Lawrence & West
Pltffs Attys

The State of Ohio Union County ss
Court of Common Pleas June Term
AD 1852
Union County ss

"Clapp & Townsend" a company of persons formed for the purpose of carrying on the business of druggists not incorporated and "Clapp & Townsend" being the usual name by which said Company is known Complain of Aaron Darrow in a plea of assumpsit for that whereas the defendant on the 14th day of May in the year of our Lord 1850 at said Union County made his promissory note in writing & delivered the same to the said plaintiffs partners as aforesaid & thereby then & there promised to pay to the plaintiffs by & under their said partnership name or bearer One hundred Dollars twelve months after the date thereof according to the terms of the note which period hath now elapsed

And whereas also the defendant on the first day of June A.D. 1852 at said Union County was indebted to the plaintiffs as partners as aforesaid in Two hundred dollars for the price & value of goods ~~then~~ & chattels then & there bargained & sold by the plaintiffs as said partners to the defendant at his request

And in Two hundred Dollars for the price & value of goods & chattels then & there sold & delivered by the plaintiffs as partners as aforesaid to the defendant at his request

Clapp & Townsend
a partnership firm
not incorporated
vs
Anson Darrow

State of Ohio
Union county,

Court of Common Pleas
June term 1852

In Assumpsit
Damages $200.00

Issue summons for defendant returnable forthwith - Endorse
" Suit brought on a promissory note executed by defendant dated May 14. 1850 payable twelve months after date to plaintiffs or bearer for one hundred Dollars - also for goods sold & delivered, money lent, paid laid & received, on an account ~~stated~~ &c Damages $200 -"

Lawrence & West
Attys for Pltffs -

Clapp & Sowers
a partnership firm
not incorporate
vs
Anson Sarrow

Filed June 16 1852
Ancos Turner Clerk

Lawrence & Scott
Attys for Pltff

Suit Brought on a promissory note executed by defendant dated May 14 1850 payable Twelve months after date to plaintiff or bearer for one hundred dollars - also for goods sold & delivered money lent paid laid & received on an account stated &c damages $200,

Served this writ by delivering to Anson Sarrow a certified copy of that writ June 15th 1852

Fees	Milage	50
	Serv	35
	Copy	25
		110

William C Malin Sheriff

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,~~ forth with to answer unto Clapp & Townsend a partner ship form not incorporated

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, Lowner

the 15th day of June A.D., 1852

James Lowner Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0034

No. 52-CV-34

Union Common Pleas Court

John McBride et al
Plaintiff,

against

Wm H Raney et al
Defendant.

JUN TERM. 1852

Judg. Vs. Defendant
$2005.00

Journal 5 Page 108

Record No. 6 Page 691

Ex. Doc. A Page 165

Docket. A. 165

John McBride, Henry K. McBride & James K. McBride Late Partners under the firm name of McBride Sheldon & Co

vs

William H Raney
Charles W. Raney &
Abram Ebright

Debt $2000.00
Damges 5.00

Int. from June 16. 1852 -
Costs 2.40
This writ - 73

Filed Nov 24 1852
James Lum Clk

C. Backus Atty for Pltffs

Sargeants. to Sheriff Levy and return to Levy and

The levy is here made on lands and the sheriff will return this writ levied by order of Pltffs.

C Backus
Atty for Pltffs
Nov 16 1852

Costs Paid by Pltffs
Nov 16 1852

John Greenleaf Sheriff

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 June A. D. 1852 John McBride, Henry K McBride & James K McBride late Partners under the firm of McBride Sheldon & Co recovered against William H. Rarey, Charles W. Rarey, and Abram E Bright as well as the sum of Two Thousand ——— dollars ~~and~~ ——— ~~cents~~ for their debt, as the sum of Five ——— dollars ~~and~~ ——— ~~cents~~, for their damages; as also the sum of $ 2.42 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 William H. Rarey, Charles W. Rarey and Abram E Bright you cause to be made the debt, damages, and costs aforesaid, with interest ~~thereon~~ on the Debt and Damages from the 16th day of June A. D. 1852 until paid; also the sum of $ ——— the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Plaintiffs

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

Witness ~~JAMES RINKADE, J.~~ James Turner, Clerk of said Court, at the Court House aforesaid, this 17th day of June A. D., 1852

James Turner Clerk.

No 1

No 1

No goods or Chattels, found whereon to levy and levied this writ on the following real estate to wit. Lots Nos 46. 47. 106. 133. 138. 137. 111 and 99 in the town of Groveport, and Lots Nos 41. & 42 in Wm H. Rarcys addition to ~~the town~~ of Groveport. and on the following, Bounded and described as follows. Being the East part of the N.E. quarter of Section 28 in Township 11 of Range 21 Mathews Survey and the South East part of the S.E. quarter of Section 21. and in Township and Range aforesaid. Commencing at the South East Corner of the N.E. quarter of Section 28 Township 11 of Range 21 and running thence West 109 poles and 4 links to a post. thence N. 9° E 16 poles 12 links to the Ohio Canal thence N 56° E up the Canal 25 poles 20 links to the Canal Bridge. thence S 81° E with the Lancaster road 16 poles 20 links thence N 9° E 16 poles to the Canal. thence N 56° E up the Canal 11 poles 7 links. thence N 12° W. 3 poles across the Canal. thence N 56° E up the Canal 46 poles to a post. thence N 81° W. 19 poles 18 links. thence N. 9° E 11 poles 8 links. thence 81° W 29 poles 12 links. thence N 12° W. 12 poles 13 links. thence S 81° E 22 poles thence N. 12° W. 52 poles. thence N 81° W 22 poles to a stone on the North line of Section 28. thence North 86 poles 18 links. thence East 28 poles 7 links. thence North 28 poles 7. links. thence East 51 poles 18 links to the East line of Section 21 thence South 275 poles to the place of Beginning.

Containing One Hundred and thirteen and three fourth acres. Subject to Mary E. Rarcys dower

and three fourth acres. Subject to Mary C. Marcys dower

Also on Lots Nos 141. 142. 8. 9. the North ½ of No 10 – the South ½ of Block No 7. 65. 57. 76 fraction. 104. 121. 122. 123. 124. 125. 126. 92. 96. 97. 93. fraction of 99. 2 and 4. in the town of Gouverport

Also on the following in the North east quarter of Section thirty three (33) in Township Eleven (11) in Range twenty one Mathews Survey of the United States land sold at Chillicothe and Bounded and Described as follows to wit. Beginning at the north east Corner of Said Section thirty three. Thence West with the line of Said Section one Hundred and twenty poles to a stake and Corner of land of Joseph Sharps. Thence South with the same ~~to the Southern Boundary of Said quarter~~ Section to a stone set in – Situate of a beech Eleven inches in diameter S 47¼° E 60 links and a nother beech Eighteen inches diameter. S 56° W 58 links. Thence East with the line of the same one Hundred and twenty poles to a stone in the line and Eastern boundary set in for the Corner Situate of a beech twenty five inches in diameter S 62° W 50 links and one other beech fifteen inches in diamater S 31½° W. 55 links. Thence North with the line of Said Section to the place of Beginning Containing one hundred & twenty acres (120) more or less –

No 3

No 3

also on the undivided third of Lot No 5 in the Town of Groveport.
Also on Lots Nos 26. 27. 28. and 4. in the Town of Canal Winchester in Davis addition to said Town.
Also on Lots Nos 58. 59 & 60 in the Town of Groveport.
~~Also on the East half of lot No 49. in the Town of Groveport.~~
Also on Lot No 49 in the Town of Groveport.
Also on Lot No 53 in the Town of Groveport
Also on the following. Beginning at the N. West Corner of the S.W. quarter of Section Number Twenty one ~~eight~~ (21) T. 11. Range 21. Thence South forty five poles to a Stake. thence East three hundred and twenty poles to the Eastern boundary of the S.E. qr Section to a Stake Situate of a Hickory 8 inches Diameter N. 67½ W 43 links to a Lack oak 18 in diameter S. 29. W. 15 lks. thence North with the boundary of the same 45 poles to the N.E. Corner of the same thence West 320 poles to the place of Beginning. Containing Ninety acres (90).
Also on the following - Commencing at the North West Corner of the North west quarter of Section No 31 in Township No 11. Range 21. Thence East on the line to the north East Corner of said quarter Section Thence South to the Ohio Canal. thence West with the North Bank of said Canal to the West line of said quarter section thence North on the line of said quarter section to the place of beginning Containing Twenty Eight acres more or Less.

Must be Stamp

No 4

No 4

Also on the following. Commencing at a Stake on the North Bank of the Canal on the line between the lands of C M. Raney and W. H. Raney. Thence North with said line four hundred and Eighty two feet (482) thence East and S.E. five hundred and Seventy and one half feet (570½) to the Bank of Said Canal. thence South West with the Said Bank to the place of Beginning Containing three acres and ten rods (3a. 10r)

Also on the following. Commencing in the Centre of the road leading from Groveport to Lithopolis on the abutment of the Bridge across the Canal at the South East Side and run thence South 80½° East with Said road 4.16 chains to a stone. thence North 9½° East 3.78 chains to the Canal. thence S 53½° West with the Canal 5.77 chains to the place of Beginning. Containing 0.73 Acres

June 19th 1832

Also on Lot No 6. in the town of Groveport

Also on the following. Being a part of the South East quarter of Section 21. Township 11. Range 21. Commencing at the South West Corner of said South east quarter. Running thence North one Hundred & fifteen poles. thence east eighty poles thence S. 115 poles. thence E 80 poles to the place of Beginning Containing fifty seven and one half acres.

No 5

Also on the following - Situate in the County of Franklin. and in Range 21. Township 11. and the South Side of the South West quarter of Section 32. Mathews Survey of the United States land sold at Chilicothe and bounded and described as follows Beginning at the South east. Corner of Saill quarter Section thence West with the line thereof One hundred and forty two perches and nine links to the N.W. Corner of Section five in Township ten and Range twenty one aforesaid thence North five perches and Sixteen links to a stake situate of a Honey locust tree thirty inches diameter North twenty Eight degrees. East Eighty six links. and a Black Walnut fifteen inches diameter. South thirty nine degrees East ninety seven links thence East one Hundred and forty two perches and nine links to a stake. Situate of a Beech twenty eight inches diameter N 10° W 61 links and again ash W 14½ links. thence South five perches and sixteen links to the place of Beginning Containing five acres — Also on Lot No 134 in the town of Groveport —

Also on The one undivided third part of the South west quarter of Section 34 in township 11 and Range No 21. Mathews Survey. Containing one hundred and sixty acres —

Also on Block No 1. in Saill Town of Groveport —

No 6

Also on the following. being the South half of South East quarter of Section 25. township 4. Range 22 Except 15 acres - Sold to Susanna Reynoold —
June 21st 1832

John Greenleaf Sheff

Fees $ 4.57

S.C.A. 165
Union Common Pleas

John M. McBride
Henry R. Sheldon &
James B. McBride late
Partners under the firm
name of McBride
Sheldon & Co

vs

William A. Rorer &
Charles W. Rorer &
Abram Ebright

Debt	$2000.00
Damages	500
Cost	3.42
Increase cost	73
This cost	73

Filed Oct 7 1852
Justice Co

E. D. Bachus
Atty for Plff

Received this writ June 26/52 and on the same day for want of goods and chattels whereon to levy I levied the same on the following described lands and tenements situate in Fairfield County Ohio to wit: One hundred acres off of the East side of the South west quarter of Section No two (2) Township No Fifteen (15) Range No twenty 20. Also the East half of the South East Quarter of Section number two (2) Town fifteen (15) Range number twenty 20 containing 81 acres. Levied upon as the property of Abram Ebright

Oliver A. Perry Shff

Real estate was appraised and advertised for sale but not offered for sale by order of Plffs atty

Sept. 27/52

O. A. Perry Shff

Fees Levy	75
Milage	1.60
Adver	25
Summons	1.00
Copy —	50
Appr	1.50
Printer	2.50
	$ 8.10
Docket entry & return	40
	$ 8.50

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~Richland~~ Hancock 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 June A. D. 1852 John McBride Henry R Sheldon & James R McBride Late Partners under the firm name of McBride Sheldon & Co recovered against William A Rorey Charles W Rorey & Abram Ebright as well as the sum of Two thousand dollars ~~and~~ ~~cents~~ for their debt, as the sum of Five dollars ~~and~~ ——— ~~cents~~, for their damages; as also the sum of $ 2,42 ~~dollars~~ 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 A Rorey Charles W Rorey & Abram Ebright you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the Sixteenth day of June A. D. 1852 on the debt & damages 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 John McBride Henry R Sheldon & James R McBride Late Partners under the firm name of McBride Sheldon & Co

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 aforesaid, this 22 th day of June A. D., 1852

James Turner Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0035

No. 52-CV-35

Union Common Pleas Court.

S W Hazeltine
Plaintiff,

AGAINST

Ausro Darrow
Defendant.

JUN TERM. 1852

#3762

Journal 5 Page 114

Record No. 6 Page 172

Ex. Doc. A Page 187

at one dollar and twenty six cents.
Execution issued June 16th 1852 and de
-livered to John Baker const
Executor returned endorsed the defen
dant hath no property whereof I can
make any part of this writ Fees paid
by plaintiff attly Fees Travel 1/ 25/ 25
June 17th 1852 John Baker Const

It is suggested that the defendant
hath lands liable to levy & sale upon
execution

State of Ohio
Union County ss } I do hereby certi
fy that the above & within is a full
and true copy from my docket of
the proceedings had by and before
me in the above cause
June 17 1852

H. G. Henderson J. P.
in and for Liberty Twp

Filed June 18 1852
Francis Lane Clerk

Cert of Bill
Issued
Recd

M M Haselline
vs
Anson Dawes
Transcript

S. W. Haseltine
v
Anson Darrow

Note filed: Thereupon defendant appeared November 30th 1857 without process & confessed judgement on a note as follows

"Cincinnati May 28th 1850 ~~without process~~ Four months after date I promise to pay to the order of S W Haseltine Thirty two dollars and fifty cents for value received

signed A Darrow

Debt $34.77
Justice cost 22½

Interest being calculated it appears there is due plaintiff thirty four dollars and seventy seven cents. Therefore judgement is rendered against defendant for thirty four dollars and seventy seven cents and the costs taxed at twenty two & ½ cents.

Ex 25

Constable 25

Execution issued Dec 10th 1857 delivered to S Ballenger Const. Ex. returned indorsed. no property found with the defendant to make the demand of this writ. Dec 25 AD 1857. Fees travel (5) service (20) 25)

Transcript 31

Samuel Ballenger Const

It is suggested ~~that~~ the defendant has real estate liable to levy and sale on Execution

State of Ohio Miami Co. Liberty Tp. 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

M H Madhams J P. of said Tp

Suit brought on the above certified transcript from the docket of M H Madhams late a justice of the peace for Liberty township Miami Co. Ohio Thereupon defendant appeared May 29th 1852 and confessed judgement on the above transcript from the docket of M H Madhams. Interest being calculated there is due plaintiff the sum $35.74 cents therefore judgement is rendered against defendant for the sum of thirty five dollars and seventy four cents debt and the costs taxed

S W Haseltine
v
A Darrow

Debt $35.74
Judgt 12½
Satisfied 10
Transcript 31
Total $1.56
Exec 25
Const 25

In Common Pleas

J. M. Hazeltine

vs

Anson Darrow

Office June 18th 1852

James Lemon Clerk

Curry & Robins

Attys for Plff

Rec'd this writ by delivering to Anson Darrow a certified copy of this writ June 18th 1852

Fees Milage	45
Serv	35
Copy	35
	$1.15

William C. Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, S. W. Haseltine lately, to wit: on the 29th day of May A. D., 1852 before F. E. Henderson Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Anson Darrow for the sum of thirty five dollars and seventy four cents debt and one dollars and twenty six 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 F. E. Henderson Esquire, Justice of the Peace as aforesaid, that the said A Darrow 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 S. W. Haseltine 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 A Darrow wherefore the said S W Haseltine 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 A Darrow 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 Judgement & 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 KINCAID, Jr.~~ James Turner, Clerk of said Court of Common Pleas at Marysville, this Eighteenth day of June A. D., 1852

James Turner Clerk.

No. A 187

S P Hazeltine
vs
Anson Dorrow

Damages $37.67
Costs 4.17
Incidentals 6.68
This writ 75

Filed March 28 1853
James Lee Clk

Curry & Robinson
Attys for Pltff

Received this writ January 25 1853
Advertised the within described real Estate for sale in the Alleghanian Journal a newspaper published and in general circulation in said County of Allegheny for at least thirty days previous to the day of sale of attorneys writ on the 21st day of March A D 1853 it being the day i advertised said real Estate to be sold;
But did not offer said real Estate for sale by order of James M Robinson Atty for the Pltff

March 23 1853

Fees Mileage 5
Serv 35
Return 25
Advertising 25
90

William Moore 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

Anson Darrow

To wit In Lot No 17 in the Town of Newton in said Union County Ohio

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

the sum of Thirty Seven ——— dollars and fifty seven cents for ~~for~~ damages together with $ 4, 17 for his costs, with interest thereon from the 19th day of June A. D. 1852 until paid, which late in our said Court the said S W Haseltine recovered against the said Anson Darrow

as of record is manifest. Also, $ 6, 68 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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 S W Haseltine

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 25th day of January A. D. 1853

James Turner Clerk.

D. A. 187

S W Haseltine

vs

Anson Darrow

Debt $37.67
Costs 4.17
This writ 73

Filed Nov 4 1852
James Lunt Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of June A. D. 1852 S. W. Haseltine recovered against Anson Dassow as well as the sum of Thirty seven dollars and sixty seven cents for his debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages,~~ as also the sum of $4.17 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 Anson Dassow you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 19th day of June A. D. 1852 until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said S W Haseltine

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

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

James Lorner Clerk.

S W Hazeltine

vs

Anson Denrow

Prec. for Execution

Filed Oct 4 1852

James Lyon Clerk

600 } 4 1/2 %
91 } 1 7 4 09
1522 } 2 2 - 2 } 2 6 9 4-2
600 } 2 3 1 7 2
1778 } 3 7 8 0
32 44 } 4-70
2317.72 } 3 9 0 04

J. W. Haselline
vs
Anson Darrow

In Union Com. Pleas
June Term 1852
Judgement $37.67
Issue Execution for goods &c

Curry & Robinson
Attys for Plff

To the clerk of
Union Com. Pleas
October 4th 1852

Civil/Domestic Case File

Case No. 1852-CV-0036

No. 52-CV-36

Union Common Pleas Court.

C B Camps
Plaintiff,

AGAINST

Anson Darrow
Defendant.

JUN TERM 1852

JUDGMENT VS DEFENDANT
$61 21

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the sum of $58.96. Thereupon judgement is rendered against defendant for the sum of fifty eight dollars and ninety six cents debt and the costs taxed at [illegible] dollar and twenty six cents $1.26

Execution issued June 16th 1852 and delivered to John Baker const

Ex returned Endorsed

The defendant hath no property whereof can any part of this writ be made. Mileage 87 service 20 25 fees paid by plaintiff atty 3 Sept 17th 1850 John Baker const

It is suggested to me that the defendant hath lands liable to levy and sale on Execution

State of Ohio Union County Liberty Tp ss
I do hereby certify the above is a true and full copy from my docket of the proceedings had by and before me in this cause

L E Henderson J P
of Liberty township

L B Lamb
Ansel Damon
Isaac Cripe

Filed June 18 1852
Francis Dean Clerk

Court Docket
Record

C. B. Camp
vs
Anson Darrow

Note filed. Thereupon defendant appeared Nov 30th AD 1851 and confessed Judgment on a note as follows

Debt $58.96
Total costs $1.26
Cons on Ex 25

Cincinnati Nov 4th 1850
Four months after date I promise to pay to the order of C B Camp fifty four dollars and Eighty eight cents value received
Signed Anson Darrow

Interest being calculated it appears there is due plaintiff $57.32
Thereupon judgement is rendered against defendants for fifty seven dollars and thirty two cents debt and the costs taxed at twenty two 1/2 cents
Execution issued Dec 10th 1851 & delivered to Samuel Ballenger Const
Ex returned endorsed the defendant says he has no property to turn out to make the demand of this writ Dec 25th 1851 Fees. Travel (5) service (20) 25
Samuel Ballenger Const
It is suggested that the defendant has land liable to levy and sale on Execution
Liber J
State of Ohio Mion County ss
I do hereby certify that the above is a full and true copy of my docket of the proceedings had by and before me in the above cause
M H Wadhams JP of the aforesaid Twp

C B Camp
vs
Anson Darrow

Debt $58.96
Judm 12½
Satisfac 10
Transcript 31
Ex 25
Const 25

Suit brought on the above certified transcript from the docket of M H Wadhams
Thereupon the defendant appeared without process and confessed Judgment on the above transcript from the docket of M H Wadhams May 2nd 1852 Interest being calculated it appears there is due plaintiff

Union Com Pleas

E. D. Camp

vs

Anson Barrow

Filed June 18th 1852

James Stoner Clerk

Cuy & Robison

Atty for Pltff

Served this writ by delivering to Anson Barrow a certified copy of this writ June 18th 1852

Fees Milage	45
Fees	35
Copy	35
	$1.15

William C. Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, C B Camp lately, to wit: on the 29th day of May A. D., 1852 before H. E Henderson Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Anson Darrow for the sum of Fifty Eight dollars and Ninety six cents Debt and one dollar and Twenty six 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 H E Henderson Esquire, Justice of the Peace as aforesaid, that the said Anson Darrow 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 C B. Camp 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 Anson Darrow wherefore the said C B Camp 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 Anson Darrow to be before the Judge of our said court of common pleas Forth with 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 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.~~ Lemon, Clerk of said Court of Common Pleas at Marysville, this 18th day of June A. D., 1852

James Lemon Clerk.

Oct 1855

G. B. Temple
vs
Swan Sanour

Debt $61.21
Costs 4.15
This writ 75

Filed March 23 1853
J. Mason
Clerk

Copy Robinson
Atty for Plff

Received this writ January 25th 1853
Levied January 25 1853 ~~upon~~ In conjunction with three other writs one in favor of Isaac Grist and Brother one in favor of E Newhall & Son and the other in favor of D W Harding; upon the following described real Estate to wit; ~~Lot~~ Lot No 17 in the Town of Newton in said union County Ohio; And the within described Real Estate advertised in the Marysville Fortune 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 21st day of March A D 1853 it being the day i advertised said real Estate to be sold; but did not offer said real Estate for sale by order of James W Robinson Atty for Plff

Fees Milage 5
Levy 35
Levy 35
Return 25
Advertising 25
$1,25

March 23 1853

William L Martin 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 19th day of June A. D. 1852 C B. Camp recovered against Anson Darrow as well as the sum of Fifty one dollars and Twenty one cents for his debt, as the sum ~~of~~ ~~dollars and~~ ~~cents, for~~ ~~damages; as also the sum~~ of $ 4,18 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 Anson Darrow you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 19th day of June 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 C B Camp

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

Witness JAMES ~~CINRADE, Jr.~~ Lowner, Clerk of said Court, at the Court House aforesaid, this 25th day of January A. D., 1853

James Lowner Clerk.

C B Camp

v

Anson Dennis

Due for

Executors

Filed January 25 1853

James Turner Clerk

C. B. Camp

vs

Austen Darrow

} Judg't $61.21 Oct 5th 1852

Issue execution in this case

Curry & Robinson

Attys. for Plff

To the Clerk of

Mun Com Pleas

Jan 11th 1853

Civil/Domestic Case File

Case No. 1852-CV-0037

No. 52-CV-37

Union Common Pleas Court.

Isaac Frost & Bro's, Plaintiff,

AGAINST

Ansin Harrow, Defendant.

JUN TERM. 1852

JUDGMENT VS DEFENDANT

$41 97

Journal 5 Page 114

Record No. 6 Page 178

Ex. Doc. A Page 187

J. M. D. Padthaway:
Whereas being executed, it appears
that is due plaintiff the sum of thirty
three dollars and seventy seven
cents. Wherefore judgement is ren-
dered against defendant for the
sum of thirty nine dollars and
twenty seven cents, besides the
costs taxed at one dollar
and twenty cents $1.26

Ex. issued June 16th 1852. & delivered to John Baker constable.
Ex. returned endorsed "Satisfied"
The defendant hath no property within my
county whereon to levy the within
execution. Fees paid. Attest John Baker Constable
Fees 25 - June 17th 1852 John Baker Constable
$1.51 service
$1.51 Dispose the defendant
hath leaves to day and ex
cution.
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 heretofore
and before me at this cause

H. L. Henderson J. P.

Isaac Frost &
Brothers
vs
Anson Drake

Transcript

Filed June 18 1852
James Lowry Clerk

Cost Bill
recd

Recorded

Of the appellee

Isaac Frost & Brothers
vs
Anson Darrow

Note filed. Thereupon defendant appeared without process Nov 30th 1857 and confessed Judgement on a note as follows.

Debt $36.67
Int bas 22
Ex 25
Trans 31
Cons & Ex 25

Ten days after date I promise to pay Isaac Frost & Brother or bearer the sum of thirty six dollars and eighty two cents for value received for value received it being for a bill of goods purchased Jan 16th 1850

Signed Anson Darrow

Interest being calculated it appears there is due plaintiff thirty eight dollars & sixty seven cents. Thereupon judgement is rendered against ~~plaintiff~~ ~~defendant~~ defendant for thirty ~~eight~~ dollars and sixty cents debt and and the costs taxed at 22½ cents

Ex issued 10th Dec 1851. Delivered to Samuel Ballenger Const

Ex returned indorsed. the defendant in my opinion has no property to turn out to make the demand of this writ. Fees travel $5 services $20 = 25 Dec 25th 1851

Samuel Ballenger const

It is suggested that the ~~defendant~~ defendant hath land liable to levy and execution

State of Ohio Union County Liberty Tp ss.
I do hereby certify that the above is a full and true copy of the proceeding had by and before me in the above cause

M H Wadhams J P of the aforesaid Tp

Isaac Frost & Brother
vs
Anson Darrow

Debt $39.77
Int bas 12½
Jus fees 10
Transcript 31
total costs $1.56
Ex 25
Cons & 25

Suit brought on the above certified transcript from the docket of M H Wadhams, late a justice of the peace for Liberty Tp Union County Ohio. Thereupon defendant May 29th 1850 appeared and confessed judgement on the above certified transcript from the docket

Common Pleas

Isaac C. Pratt &
Brothers
vs
Anson Darrow

Filed June 18 1852
James Storey Clk

Served this writ by delivering to Anson Darrow a certified copy of this writ June 18th 1852

Fees Milage 45
Serv 35
Copy 35
11 5

William C Mason Sheriff

Entry & Return
Entry for Pltff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Isaac Frost & Brothers lately, to wit: on the 29th day of May A. D., 1852 before H. C. Henderson Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Anson Darrow for the sum of Thirty nine dollars and Seventy Seven cents Debt and one dollar and Twenty six 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 H. C. Henderson Esquire, Justice of the Peace as aforesaid, that the said Anson Darrow 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 Isaac Frost & Brothers 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 Anson Darrow "wherefore the said Isaac Frost & Brothers 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 Anson Darrow to be before the Judges of our said court of common pleas forth with 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.~~ Turner, Clerk of said Court of Common Pleas at Marysville, this 18th day of June A. D., 1852

James Turner Clerk.

D A 187

Isaac Frasto Brothers

vs

Ansan Larrow

Damages	$ 41.97
Costs	4.17
Increase Cost	1.83
This w'd	.73

Filed March 23 1853

James Lunn Clerk

Entered

Curry & Robinson

Atty for Plff

Received this Writ January 25 1853

Arrested the within defendant & taken to Jail in Mt Morgan'lle Indiana a new Paper Published and in General circulation in said County, for at least thirty days Previous to the day of Sale, affidavit of publication filed, I advertised said 21st day of March 1853 it being Friday, I advertised said Real Estate to be sold, but did not offer said Real Estate for sale by order of James W Robinson Atty for Plff

Fees Mileage	5
Levy	35
Advertising	25
Return	25
Printers fee	3 00
	$ 3.90

March 23 1853

William Arbuckle 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 Anson Darrow
To wit In Lot No 17 in the Town of
Newton In Union County Ohio

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

the sum of Forty one dollars
and 97 cents for their for
damages together with $ 4 17 for their costs, with interest thereon from the 19th
day of June A. D. 1852 until paid, which late in our said Court the said
Isaac Frost & Brothers
recovered against the said Anson Darrow

as of record is manifest. Also, $ 1,83 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 Isaac Frost & Brothers

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 25th day of January A. D. 1853

James Turner Clerk.

Fi. Fa. Nov 9th 1852
Union County Ohio

Debt $41.97
Costs 4.17
Mileage .73

Jacob Grove
vs
Thomas Stevens

Fi. fa 1857

Received this Writ October 4th 1852 No Goods or Chattels
Levied in Conjunction with two other writs
in favor of E Newhall & Son S W
Hosetine upon the following Described
Real Estate to wit situate in the County
of Union and State of Ohio and in the
town of Newton to wit Lot No 17 had the above Real Estate
Appraised on the 5th day of October AD 1852 by the oaths of N Raymond
James W Brooks and Samuel Echelberger at twenty three hundred
and fifty dollars and deposited with the Clerk of the Court
from which this writ Issued a certified Copy of the appraisement
Advertised the within described Real Estate for sale in the
Marysville Intelligencer a Newspaper 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 1852 it being the day i Advertised said Real Estate to sold
offered the said Real Estate at the door of the Court house
in said County between the Legal hours of ten o'clock AM
and four o'clock PM at Public Auction and not sold
for want of bidders

Fees Mileage 50
Levy 35
Return 25
1.10

November 9th 1852

William Collins Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of June A. D. 1852

Isaac Frost & Brothers

recovered against Anson Darrow

as well as the sum of Forty one dollars and Ninety seven cents for their debt, ~~as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages,~~ as also the sum of $ 4,17

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 19th day of June A. D. 1852 until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Isaac Frost & Brothers

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

Witness JAMES ~~LINKADE, Jr.,~~ Lorner Clerk of said Court, at the Court House aforesaid, this 4th day of October A. D., 1852

James Lorner Clerk.

Isaac Frost & Brother

v

Anson Darrow

Pre e. for Ex

Filed Oct 4 1852
James Turner Clerk

Isaac Frost & Brother — In Mun. Com. Pleas
vs — June Term 1862
Anson Denrod — Judgement $41.97 =

Issue execution in this case
for goods &c

To the clerk of
Mun. Com. Pleas
Oct 4th 1862

Curry & Robinson
Attys for Plffs

Civil/Domestic Case File

Case No. 1852-CV-0038

No. 52-CW-38

Union Common Pleas Court.

E. Newhall

Plaintiff,

AGAINST

Anson Darrow

Defendant.

JUN TERM, 1852

JUDGMENT VS DEFENDANT

$64.71

Journal 5 Page 115

Record No. 6 Page 174

Ex. Doc. A Page 186

2

It is suggested that the defendant has lands liable to levy & sale on execution.

State of Ohio Miami County Liberty Tp. ss
I hereby certify that the above and within is a full and true copy from my docket of the proceedings had by and before me in the above & within cause
June 17 1852

L. E. Henderson J P
of the aforesaid Tp

E Newhall Pltff
vs
Abner Darrow
Transcript

Filed June 18 1852
James Dunn Clerk

Costs
Bill
Fees
Record

E Newhall & Son
vs
Anson Darrow

Bill of particulars for Boots and shoes
Thereupon the defendant appeared Nov 30th 1851 and confessed Judgment for an account made for Boots and shoes bought Sept 30th 1850 & Nov 19th 1850

Debt $61.60
Justices costs 22½ =
Ex 25

Thereupon Judgment is rendered against defendant for sixty one dollars and sixty cents debt and the costs taxed at 22½ cents

Transcript 31
Const on Ex 25

Execution issued 10th Dec 1851 and delivered the same to Samuel Ballenger Const Execution returned Endorsed No property found with the defendant to make the demand of this writ. Fees. Trave /5/ service /20/ 25. Dec 25th 1851
Samuel Ballenger Constable

It is suggested the defendant hath real estate liable to levy and sell on Execution

State of Ohio Union County Liberty Tp. 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
M H Wadhams JP. of the said Tp

E Newhall & so
vs
Anson Darrow

Debt $63.44
costs
Judgment 12½
Satisfied 10
Transcript 31
Total $1.56
Ex 25
cens 25

Suit brought on the above certified transcript from the docket of M H Wadhams late a Justice of the peace for Liberty Township Union Co. There upon defendant appeared May 29th 1852 and confessed Judgment on the above transcript from the docket of M H Wadhams. Interest being calculated It appears there is due plaintiff the sum of sixty three dollars and forty four cents therefore judgement is rendered against defendant for sixty three dollars and forty four cents. and the costs taxed at one dollar and twenty six cents $1.26

Execution issued June 16th 1852 and delivered to John Baker const
Execution returned endorsed The defendant hath no property to satisfy any part of this Judgment Mileage /5/ service /20/25
June 17th 1852 John Baker Const

union Comm Pleas

E Newhall & son

vs

Anson Dawson

Filed June 18th 1852
James Tanner Clerk

Curry & Robinson
Atty for Plff

Recd this writ by delivery to Anson Dawson
a certified copy of this writ June 18th 1852
Geo Miles 45
Fees 35
Copy 35
$1.15
William H Allen Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, E. Newhall & son lately, to wit: on the 29th day of May A. D., 1852 before H. E Henderson Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Anson Darrow for the sum of Sixty three dollars and forty four cents Debt and one dollar and Twenty six 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 H E Henderson Esquire, Justice of the Peace as aforesaid, that the said Anson Darrow 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 Newhall & son 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 Anson Darrow wherefore the said E. Newhall & son 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 Anson Darrow to be before the Judge of our said court of common pleas forth with 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 ~~KINCADE, Jr.~~ Turner Clerk of said Court of Common Pleas at Marysville, this 18th day of June A. D., 1852

James Turner Clerk.

Ex D 1855

C Newhall & wife
to
Amos Lawrence

Damages $64.71
Costs 4.17
Increase cost 1.83
Amount 73

Filed March 23 1853
Jno Dunn Clk

Carry & Robinson
Atty for Plff

Received this writ January 25th 1853
Advertised the within described real Estate for Sale in the Marysville Tribune a newspaper Published once in General circulation in union County Ohio for at least thirty days previous to the day of Sale afterwards to wit on the 21st day of March AD 1853 it being the day I advertised said real Estate to be sold, but did not offer said real Estate for Sale by order of James W Robinson Atty for Plff

Fees Milage 5
Serving 35
Advertising 25
Return 25
90

March 23d 1853

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 Ansan Darrow

To wit, In Lot No 17, in the Town of Newton in Union County Ohio

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

the sum of Sixty four dollars

and 71 cents for Their for

damages together with $4 17. for Their costs, with interest thereon from the 19th

day of June A. D. 1852 until paid, which late in our said Court the said

E Newhall & son

recovered against the said Ansan Darrow

as of record is manifest. Also, $ 1,83 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 E Newhall & son

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 25th day of January A. D. 1853

James Turner Clerk.

Received this writ October 8th 1852

No Goods or Chattles

Levied in Conjunction with two other writs in favor of of Isaac Trust & Brothers and the other in favor of L W Haseltine Upon the following Described Real Estate to wit situate in the County of Union and State of Ohio and in the Town of Newton to wit Lot No 17 have the above described Real Estate appraised on the 8th day of October A D 1852 by the oaths of N Raymond James W Brooks and Samuel Echelberger at twenty three hundred and fifty dollars and Deposited with the Clerk of the Court from which this writ issued a certified copy of the appraisement Advertised the within described Real Estate for Sale in the Marysville Tribune a Newspaper Published and in General circulation in union County Ohio for at Least thirty days previous to the day of Sale; Afterwards to wit on the 8th day of November A D 1852 it being the day advertised said real Estate to be Sold offered the said Real Estate at the door of the Court House in said County between the Legal hours of ten o'clock A M and four o'clock P M at Public Auction and not Sold for want of Bidders

Fees Mileage 30

November 9th 1852 Levy 35

Return 25

1.10

William Mallow Sheriff

Sold Feb 64.71

Costs 4.17

Plaintiff 73

Feb 1st 1853

James Hume Esq.

D. J. 1853

E Rosekrans

v

Jonas Dammon

THE STATE OF OHIO, UNION COUNTY, SS:

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

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of June A. D. 1852 E. Newhall & Son recovered against Anson Darrow as well as the sum of Sixty four dollars and Seventy one cents for their debt, as ~~the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages,~~ as also the sum of $4,17 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 19th day of June A. D. 1852 until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said E. Newhall & Son

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

Witness JAMES ~~KINKADE, Jr.~~ Lurner Clerk of said Court, at the Court House aforesaid, this 5th day of October A. D., 1852

James Lurner Clerk.

E. Newhall & Son

?

Anson Darrow

Rec. for Exn

Filed Oct 5th 1852
James Lower Clerk

C Newhall & Son
v
Anson Barrod

Judgmt in Mun Con.
plus June 19th 1882 $164.71

Issue Fi Fa in this
case pr quels &c
Curry & Robson
Attys for Plffs

To the clerk of
Mun Con. plus
Oct 4th 1882

Civil/Domestic Case File
Case No. 1852-CV-0039

No. 52-CU-39

Union Common Pleas Court.

State of Ohio for use
Plaintiff,

AGAINST

Wm B Irwin
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT
$327 00

Journal 5 Page 127

Record No. 6 Page 250

Ex. Doc. 4 Page 223

Law No 53

The State of Ohio for the use of the Jane company of Mair Co

vs

Wm B Irwin Survivor &c

Recorded

The State of
Ohio Gr Co
vs

William B. Irwin
Survivor of John
S. Irwin

Filed June 18 - 1852
James Turner Clerk

C. & P.

The State of Ohio for the use
the fund Commissioners of Union County
&
William B. Irwin Survivor
of John S. Irwin deceased

In assumpsit
Damages $400.

Issue a Summons returnable forthwith indorse "Suit on note of hand given by John S. Irwin and William B. Irwin to the fund Commissioners of Union County and payable to the State of Ohio for Two hundred and twenty three Dollars and seventy five Cents, being for surplus Revenue, and subject to the State Act regulating the distribution of the same, with interest at seven per cent per annum from date June 15 1841. Also for goods sold & delivered, money lent, and on an account stated

Damages Claimed $400.

Cole & Porter Atty.
for Plff.

Union Comm Pleas

The State of Ohio for the use of the Jund Commissioners of Union County }
vs }
William B Irwin Survivor of John S Irwin deceased

Filed June 15 1855
James Turner Clerk

Suit Brought on note of hand given by John S Irwin and William B Irwin to the Jund commissioners of Union County and payable to the State of Ohio for Two hundred and twenty three dollars and Seventy five cents being for surplus revenue and subject to the States act regulating the distribution of the same, with interest at Seven per cent per annum due at date and dated June 15th 1841. also for goods sold & delivered, money lent, and on account Stated. Damages Claimed $400.

Serd this writ by delivering to William B Irwin a certified Copy of this writ June 18th 1852

Fee Milage 5
Serv 35
Copy 25
65

William C Martin Sheriff

Cole & Porter Atty for Plff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon William B Irwin Survivor of John S Irwin 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, ~~on the first day of the next Term thereof~~ forth with, to answer unto The State of Ohio for the use of the Fund Commissioners of Union County

in a plea of Assumpsit

damages Four hundred dollars

and have you then there this writ.

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

the 18th day of June A. D., 1852

James Irwin Clerk.

defendant, and the said John S Irwin in his life time did not nor did either of them pay nor has the defendant since the death of the said John S Irwin nor has the administrator of the said John S Irwin ~~since~~ of the said Money, above mentioned or any part thereof to the damage of the plaintiff of four hundred dollars and therefore he sues &c

Cole & Baxter Attys for plaintiff

21

Case No 53
Common Pleas

The State of Ohio
For the use of the Fund
Commissioners &c
vs
William S Irwin Sur &c

Declaration

Filed Feb 27 1852
James Morris Clk

Cole & Baxter

State of Ohio
Union County ss } Court of Common Pleas
June Term AD 1852

The State of Ohio for the use of the fund Commissioners of Union County complains of William B Irwin Survivor of John S Irwin in a plea of Assumsit for that whereas, heretofore in the life time of John S Irwin since deceased, to wit on the fifteenth day of June one thousand eight hundred and forty one at the County aforesaid the defendant and the said John S Irwin, made their promissory note in writing and delivered the same to the fund Commissioners of Union County Ohio. and thereby promised to pay to the plaintiff at date to wit on the fifteenth day of June AD 1841 aforesaid. the sum of two hundred and twenty three dollars and seventy five cents, with interest at seven per cent. the said note having been given for surplus revenue. and made subject to the State act. regulating the same. And the defendant and the said John S Irwin. then and there in consideration of the premises promised to pay to the plaintiff, the amount of said note according to the ~~plaintiffs~~ tenor and effect thereof. And whereas also the defendant on the fifteenth day of June AD 1850 at the county aforesaid were indebted to the plaintiff in 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 then and there found to be due to the plaintiff from the defendant on an account then and there stated between them And the said defendant on the day and year last above mentioned at the county aforesaid, in consideration of the premises promises to pay to the plaintiff the said several sums of Money herein last above mentioned on request, Yet the

D. A. 223

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

vs.

William B. Irwin Surve

Debt $327,00

Costs 4,61

This writ 70

Filed May 12 1833

Galen Randall Clerk

Recorded

Received this writ April 27th A.D. 1833

May 11th 1833 - Received of W. B. Irwin the sum of two hundred dollars on this writ,

By order of the Fund commissioners This writ is returned without further process

Fees Summons $4.00 William H. Neff 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 8th day of November A. D. 1852, The State of Ohio for the use of Fund Commissioners of Union County recovered against William B. Irwin Survivor &c,

as well as the sum of dollars and cents for debt, as the sum of three hundred & twenty seven dollars and cents, for their damages; as also the sum of $4.61 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 Survivor &c,

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the Eighth day of November A. D. 1852 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 27th day of April A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1852-CV-0040

No. 52-CV-40

Union Common Pleas Court

Benj. F. Kelsey Plaintiff,

against

Town of Marysville Defendant.

CV T 1852

Transcript

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

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

Ex. Doc. A Page 217

Benjamin F. Kelsey
vs

The Town of Marysville

Transcript

Filed June 18 1852
James Dunn Clerk

And the said "The town of Marysville" now comes and says, that in the record and proceedings aforesaid there is manifest Error in this.

1st The Justice erred in overruling the motion for a nonsuit, made by the defendant below.

2d The Justice erred in giving judgement for said Benjamin F. Kelsey when the jury called, gave a verdict for the said "The Town of Marysville"

3d The said judgement was given in favor of the same Benjamin F. Kelsey, whereas by the law of the land it should have been given in favor of said "The Town of Marysville

The said proceedings are therefore, irregular & erroneous, Wherefore the said "The Town of Marysville" prays that a certiorari &c may issue; that said judgement may be reversed &c

By Curry & Robinson
Attys for The Town of
Marysville

May 29th 1852. Summons returned Endorsed "Served by a true copy of this writ left with George W. Cherry Recorder of said Town of Marysville with the contents made known. Fee Service — 10
Mileage 5
Copy 12½

May 29th 1852 Wm. Wells Const

May 29th 1852. Parties present; "Before the Trial of this case was commenced or the appearance of the Defendant, perfected, the Attorneys for the Defendant, moved, that the Plaintiff should become nonsuit, and assigned therefor the grounds, that the suit had been commenced ~~in~~ against defendant, by a wrong name to wit, "The Town of Marysville", which name appeared in the docket entry, the Bill of particulars and the summons, whereas the true name of said Defendant, by which, only, can the same be legally sued, (as claimed by said Defendant) is The Incorporated Village of Marysville. Said motion ~~[illegible]~~ for nonsuit was overruled and an entry of the same, made on the docket by consent of parties, of which the above is the substance. The Defendant then demanded a Jury. Thereupon, the parties, duly struck, and chose the following persons, good and lawful men &c. as jurors, hereafter mentioned, and venire issued to William Wells Constable, returnable &c. to June 5th 1852, at one o'clock P.M. To which time this cause is adjourned for Trial.

June 4th 1852. Subpoena issued, at the instance of Plaintiff for Jackson G Sprague, and Robert Gibson, which was duly served and returned

The State of Ohio Union County ss.

Benjamin F Kelsey
vs
The Town of Marysville

In Damages. Amount Claimed — $ 15.00

Suit brought to recover damages claimed to have been sustained by the Plaintiff by reason that the defendant by its agent Jackson G Sprague, acting as Marshall of said Town of Marysville, did on or about the 17th day of May AD 1852, at said Town wrongfully and illegally remove from the possession of Plaintiff his property, to wit, about Ten cords of ~~[illegible]~~ Stove wood, and did then and there wrongfully sell the same and thereby, wrongfully deprive the Plaintiff of the use of the same (As per Bill of particulars filed.

May 24th 1852. Bill of particulars filed by Plaintiff, and Summons issued, and delivered to William Wells Constable, for appearance of Defendant on May 29th 1852 at One o'clock P.M.

May 28th 1852. Subpoena issued at the instance of Plaintiff for ~~[illegible]~~ Jackson G Sprague, which was returned, endorsed, served by reading to said Jackson G Sprague

Fee Service .10
Mileage .5

May 28th 1852 Wm Wells Const

Plaintiff's Costs	
Justice's Summons	12½
Subpoena for Wit.	28½
Swearing 2 Wit.	8
Judgment	25
Two Witnesses fee	1.00
Const Serv Sum	27½
Serving Subpoena	10
	$ 2.41½
Paid Jury "	2.50
Defendants Costs	
Justice's venire for jury	25
Subpoena for Wit	12½
Swearing Jury	20
Continuance	10
Swearing 1 Wit	4
One Wit. fee	50
Const Serving Subpoena	15
" " venire	85
One day	50
Jury	2.50
Transcript	31½
	$ 5.52½

Endorsed as follows. Served by reading to each one named in this writ. Robert Gibson demanded his fee to pay them

Fee — Service 20
Mileage 5

June 5th 1852 Wm Wells Constable

June 5th 1852. Subpoena issued at the instance of Defendants for James McWelsh, which was duly served and returned Endorsed, "Served by reading to said James McWelsh.

Fee — Service 10
Mileage 5

Wm Wells Const

June 5th 1852. One o'clock P.M. venire returned served by reading to each one named in this writ. except John McBerry he not found in the County — Fee Service 50
Mileage 35

June 5th 1852 — Wm Wells Constable

And thereupon Came the said Joel Rice, ~~Longbrake~~, Levi Longbrake, Joshua Grady, John Weaver, and Edward Weller John McBerry having been returned not found by the constable. The parties being both present by their Counsel, agreed and consented to proceed to trial with the five jurors present as above named, who were duly empanelled and sworn, to well and truly try the matter in difference, between Benjamin F. Kelsey and the Town of Sharpsville, and a true verdict give &c, Proceeded with the Trial. Jackson G Sprague, Robert Gibson, and James McWelsh, sworn and examined as witnesses for the Plaintiff and defendant, and after

hearing the testimony by the jury &c. The said jurors delivered to me in open court, and in the presence of counsel of both parties, their verdict in the premises as follows; Sharpsville, June 5th 1852. We the undersigned jurors, believe that Plaintiff had no right of action, and think the Marshall for want of proper understanding of the Town Ordinance, and wrong Council, transcended his legal bound, in doing said damage. Yet we believe acting in good faith. Therefore, in common justice we believe the Town of Sharpsville should pay the Plaintiff six dollars and twenty five cents, damages and costs of suit.

Edward Weller
John Weaver
Levi Longbrake
Joshua Judy
J W Rick
} Jurors

The Plaintiff and defendant both claimed the verdict to be in their favor, and each deposited the jury fee with Justice; who took the case under advisement and post poned the entering of judgment on the said verdict till June 15th 1852. It is therefore considered by me that the said Plaintiff recover of the said defendant the sum of six dollars and twenty five cents and his costs herein taxed at four dollars and ninety one and a half cents.

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

John B Coats J.P
of the aforesaid Township

Marysville
vs
Kelsey

Filed June 15th 1853
James Lee Clerk

Benjamin F. Kelsey
vs
The Town of Mansville

Main Com Pleas

Issue Execution for the costs in this case against the said Benjamin F. Kelsey

To the Clerk of the Court of Common Pleas

Curry & Pelmsa
Attys for Deft

June 15th 1833

No. 52-CU-40

Union Common Pleas Court.

Benj F Kelsey
Plaintiff,

AGAINST

Trustees of Marysville
Defendant.

JUN TERM. 1853

JUD'G VS PLAINT'F

Journal 3 Page 217

Record No. No Record Page

Ex. Doc. A Page 217

Benjamin F. Kelsey

vs

The Town of Marysville

Transcript

The State of Ohio Union County ss

Benjamin F. Kelsey
vs
The Town of Marysville

In Damages Amount
Claimed — $ 15.00

Plaintiff's Costs

Justices Summons	12½
Subpoena for Wit.	28½
Swearing 2 Wit.	8
Judgment	25
Two Witnesses fee	1.00
Const serving Sum.	27½
Serving Subpoena	40
	$2.41½
Paid Jury	2.50

Defendant's Costs

Justices venire for Jury	25
Subpoena for Wit	12½
Swearing Jury	20
Continuance	10
Swearing 1 Wit	4
One Wit fee	50
Const serving Subpoena	15
" " venire	85
One day	50
Jury	2.50
Transcript	31¼
	$5.52¾
This Transcript	31¼

Suit brought to recover damages claimed to have been sustained by the Plaintiff by reason that the defendant by its agent Jackson G. Sprague acting as Marshall of said Town of Marysville did on or about the 17th day of May A.D. 1852 at said Town wrongfully and illegally remove from the possession of the Plaintiff his property to wit, about Ten Cords of Stone wood, and did then and there wrongfully sell the same, and thereby wrongfully deprive the Plaintiff of the use of the same (as per Bill of Particulars filed)

May 24th 1852. Bill of Particulars filed by Plaintiff. and Summons issued and delivered to William Wells Const. for appearance of Defendant on May 29th 1852. at one o'clock P.M.

May 28th 1852. Subpoena issued at the instance of Plaintiff for Jackson G. Sprague which was returned. Endorsed "Served by reading to said Jackson G. Sprague

Fee — Service — 10
Mileage 5

May 28th 1852 Wm Wells Const.

May 29th 1852. Summons returned Endorsed. "Served by a True Copy of this

writ left with George W Cherry Recorder of said Town of Marysville, with the contents made known

Fee Service — 10
Mileage — 5
Copy — 12½

May 24th 1852 Wm Wells Const.

May 29th 1852. Parties present: Before the trial of this case was commenced or the appearance of the Defendant perfected, the Attorneys for the Defendant moved that the Plaintiff should become nonsuit and assigned therefor the grounds, that the suit had been commenced against Defendant by a wrong name, to wit, The Town of Marysville, which name appeared in the docket entry, the Bill of particulars and the summons, whereas the true name of said defendant, by which only can the same legally sued (as claimed by said Defendant) is The Incorporated Village of Marysville, said motion for nonsuit was overruled and entry of the same made on the Docket, by consent of parties, of which the above is the substance. The Defendant then demanded a jury. Thereupon the parties duly struck and chose the following persons good and lawful men &c as prors hereafter mentioned, and venire issued to William Wells Constable, returnable &c to June 5th 1852 at one o'clock P.M. To which time this cause is adjourned for trial

June 4th 1852. Subpoena issued at the instance of Plaintiff for Jackson G Sprague and Robert Gilson which was duly served and returned Endorsed as

follows served by reading to each one named in this writ. Robert Gibson demanded his fees No fonds to pay. — Fee — Service — 20
Mileage 5

June 5th 1852 Wm Wells Constable

June 5th 1852. Subpoena issued at the instance of defendants for James McWelsh which was duly served and returned. Endorsed. "Served by reading to said James McWelsh
Fee — Service — 10
Mileage 5
Wm Wells Const.

June 5th 1852. One o'clock P.M. hence returned served by reading to each one named in this writ. except John McCherry — he not found in the County — Fee Service — 50
Mileage 35

June 5th 1852 Wm Wells Constable.
And thereupon came the said Joel Rice, Levi Longbrake, Joshua Judy, John Weaver and Edward Weller; John McCherry having been returned not found by the Constable, the parties, being both present by their counsel agreed and consented, to proceed to trial with the five jurors present as above named, who were duly empannelled and sworn to well and truly, try the matter in difference between Benjamin F. Kelsey and the town of Maysville, and a true verdict give &c. Proceeded with the trial. Jackson G. Sprague, Robert Gibson, and James McWelsh sworn and examined as witnesses for the Plaintiff and defendant; and after hearing

the testimony by the jury, &c. The said jurors, delivered to me in open Court, and in the presence of Counsel of both parties, their verdict in the premises as follows: Marysville June 5th 1852. We the undersigned jurors, believe, that Plaintiff had no right of action, and think the Marshall for want of proper understanding of the Town ordinance, and wrong Council, transcended his legal bound in doing said damage, yet we believe acting in good faith; therefore, in common justice we believe The Town of Marysville should pay the Plaintiff Six Dollars and Twenty five cents damages and Costs of suit.

Edward Weller
John Weaver
Levi Longbrake
Joshua Judy
J M Rice
} Jurors

The Plaintiff and Defendant, both Claimed the verdict to be in their favor, and each deposited the jury fee with Justice, who took the case under advisement, and postponed the entering of judgment on the said verdict till June 15th 1852. It is therefore considered by me that the said Plaintiff recover of the said Defendant, the sum of Six Dollars and Twenty five cents, and his Costs herein taxed at four dollars and Ninety one and a half cents.

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

John B Coats J.P.
of the aforesaid Township

And the said "The Town of Marysville" now comes and says that in the record and proceedings aforesaid there is manifest Error in this

1st The Justice of the peace John B Coats, erred in overruling the motion for a non suit made by the defendant below before him as aforesaid

2d The said Justice of the peace, John. B. Coats erred in giving judgement for said Benjamin F Kelsey, when the jury in said case gave a verdict for the said "The Town of Marysville"

3 The said judgement was given in favor of the said Benjamin F Kelsey whereas by the law of the land, it should have been given for the said The Town of Marysville"

4. The said proceedings are otherwise, irregular and erroneous; wherefore the said "The Town of Marysville" prays that said judgement may be reversed &c

By Curry & Robinson
Attys for Plff. in Error

Fees on within in Probate Court

Allowance of Writ & Entry	,25
Taking Bond — — — —	,25
Issuing Writ — — —	,25
Transcript & Certificate	,75
Indexing	25
Cost Bill & Satisfaction	,47½
	$2,22½

Thos Brown Prob judge

Filed Aug 5th 1852
Francis Dunn Clerk

Transcript of the Journal of the proceedings and orders of the Probate Court of the County of Union between "The Town of Marysville" plaintiff and Benjamin F Kelsey defendant in Certiorari.

Probate Court June 23d 1852

"The Town of Marysville"
vs
Benjamin F Kelsey
} Certiorari

On motion to the Court by Messrs Curry & Robinson Counsel for the said "The Town of Marysville and upon ~~inspection~~ producing a transcript of the proceedings in this cause before John B. Coats a justice of the Peace of the township of Paris and County of Union, and the Court having inspected the same and the errors thereupon assigned, it is ordered that a certiorari be issued herein to the said John B Coats returnable to the Court of Common Pleas of said County at the next term thereof. The said "The Town of Marysville having given bonds and security according to law.

Thos Brown P.J.

The State of Ohio Union County ss.
I Thomas Brown, Judge of the Probate Court of said County do hereby certify, that the foregoing transcript contains all the orders, judgments and other journal entries of the said Probate Court in the above case; and that the same are truly copied from the Records of said Court

Witness my hand and seal of office this 5th day of October A.D. 1852 Thos Brown P.J.

The Town of Margaretville

v

Ben. F. Kelsey

Notice

Filed Nov 9th 1852

James Turner Clerk

Received on the 9th day of Nov 1852

Carle [illegible]

for [illegible]

To Benjamin F Kelsey

Take notice that at my instance a writ of certiorari has been allowed and issued to remove into the Court of Common Pleas of Union County, a judgment rendered against me in your favor on the 23d day of June AD 1862 by John B Coats, a justice of the peace within and for the Township of Paris, and County aforesaid for the sum of six dollars and twenty five cents damages and four dollars & nine cents costs, and that, at the next term of said court I shall pray a reversal of said judgment

October 20th 1862

The Town of Marysville
By Curry & Robinson, its Attys

We acknowledge service of the above OA 1862

The town of Marysville

vs

Benjamin F. Kelsey

Writ of Certiorari

The State of Ohio Union County ss

To John B Coats. Esq. a Justice of the peace in and for the Township of Paris and county aforesaid Greeting

We command you that a certified transcript of the record and proceedings of a certain suit lately pending before you. wherein Benjamin F Kelsey was plaintiff and The town of Marysville was defendant and whereon you rendered a judgement for the sum of six dollars and twenty five cents damages and Four dollars and ninety cents costs in favor of the said Benjamin F Kelsey against the said The Town of Marysville with all things touching the same. as fully as the same are now before you you send. sealed and inclosed with this writ. to our Court of Common Pleas within and for said county of Union on the first day of their next Term

Witness Thomas Brown Probate Judge in and for said County of Union this 23d day of June AD 1852

Thos Brown P. J.

Fee

B. F. Kelay

vs

The Town of Allamprello

Bill Particulars

Filed May 24th A.D. 1852

John Blevats J.P.

Benjamin F. Kelly
vs
The Town of Mansville

In Damages Amount claimed $15.00

This Suit is brought to recover damages sustained by Plaintiff, by reason that defendant by its agent Jackson P. Sprague, acting as Marshall of said Town of Mansville, did on or about the 17th day of May A.D. 1852 at said Town wrongfully and illegally remove from the possession of plaintiff his property to wit about Ten Cords of Stove wood, and did then and there wrongfully sell the same, and thereby wrongfully deprive the plaintiff of the use and benefit thereof,

B F Kelsey
vs
The Town of Sharpsville

Bill of Particulars

Filed Aug 24th
A D 1859

John B Coats J.P.

Benjamin F. Kelsey
vs
The Town of Marysville

In Damages, Amount Claimed
$15.00

This suit is brought to recover damages sustained by Plaintiff by reason that, defendant by its agent Jackson G Sprague acting as Marshall of said Town of Marysville, did on or about the 17th day of May A.D. 1852 at said Town, wrongfully and illegally remove from the possession of Plaintiff, his property to wit, about ten cords of stove wood, and did then and there wrongfully sell the same, and thereby wrongfully deprive the Plaintiff of the use and benefit thereof.

State of Ohio Union County ss

I do hereby certify the above to be a true copy of the original bill of particulars filed by the Plaintiff in the above case

John B Beatty J.P.

Mary Jane

The Young Marys
Transcript

Filed Mar 5 1858
James Lee Clerk

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

Civil/Domestic Case File

Case No. 1852-CV-0041

No. 52-CU-41

Union Common Pleas Court.

E. P. Hathaway Adm
Plaintiff,

AGAINST

George Geller,
Defendant.

NOV TERM. 1852

Letter,

Journal 5 Page 126

Record No. No Record Page

Ex. Doc. A Page 221

Case No 54

E. P. Hathaway Adm

vs Precipe

George Fuller

Filed June 19 1852

James Dunn Clerk

Q + P.

Benjamin Hopkins, Adm'r
and Maryann Hathaway Administratrix
of Ebenezer P. Hathaway dec'd
vs
George Fuller

In Assumpset
damages $1000.

Issue a Summons returnable forthwith Indorse "Suit brought on an account stated between the p'ntiffs & dfdt for goods sold & delivered. for money had and received by Deft for use of pltffs, for money paid laid out and expended, by Pltff for Deft. Damages claimed one thousand Dollars

Cole & Porter
Attys. for Pltffs.

To Clerk of Comm Pleas
Union County Ohio

June 19 1859

Benjamin Hopkins admr
& Mary Ann Bathany
administratrix of
Ebenezer P Bathany
dec'd
vs
George Fuller

Filed June 19 1852
James Tuttle Clerk

Cole & Porter
Attys for Pltffs

Rec'd this writ by Levy at the
Residence of the Defendant Geo Fuller
Copy of this writ Levied June 19 1852

Fees Mileage	25
Serv	35
Copy	25
	85

William B. Mathews
Sheriff

Suit Brought in account Sales
between the parties also for goods
sold & delivered for money had and
received & defendant for use of
plaintiffs for money paid laid
out and expended by plaintiffs
for defendant. Demurrer claimed
one thousand Dollars

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon George Fuller

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof,~~ forthwith to answer unto Benjamin Hopkins Admr and Maryann Hathaway Administratrix of Ebenezer P Hathaway dec'd

in a plea of Assumpsit

damages one thousand Dollars

and have you then there this writ.

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

the 19th day of June A.D., 1852

James Lymer

Clerk.

Law No 54

E P Hathaway
Admrs

vs

George Fuller

D. A. 221

O. P. Hathaway
Adm &c
vs
George Fuller

Debt
Costs $2,81
this writ ,70

Filed Oct 3d 1855
Jaber Rendall Clerk

Recorded

W. G. Lee

Received this writ August 27th A.D. 1855
The within named George Fuller is not found
Fees, Mileage 50
Return 10
,60

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the court house in the town of Marysville, on the 8th day of November A. D. 1852,

E. P. Hathaway Adm. &c recovered against

George Fuller

as well as the sum of _____ dollars and _____ cents for _____ debt, as the sum of _____ dollars and _____ cents, for _____ damages; as also the sum of $ 2. 81 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 George Fuller

you cause to be made ~~the debt, damages, and costs~~ the costs aforesaid, ~~with interest thereon from the~~ _____ day of _____ A. D. 18 _____ until paid, also the sum of $ _____ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 29th day of August A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1852-CV-0042

No. 52-CV-42

Union Common Pleas Court.

James W Evans Plaintiff,

AGAINST

Daniel Guck Defendant.

NOV TERM 1852

Settled

Journal 5 Page 127

Record No. No Record Page

Ex. Doc. A Page 219

Law No 55

James W Evans

vs

Daniel Zuck

Certificate
for record

James W. Evans
vs. }
Daniel Zuck

Praecipe for
Summons

Filed June 19 1852
James Lum Clerk

Curry & Robinson
Atty's for Plff.

James W. Evans } In Assumpsit
vs } Damages Three Hundred Dollars
Daniel Zuck

Issue a summons returnable forthwith. Endorse "Suit brought on a note of hand given by Defendant to one Abner Davis or bearer, for One Hundred and Sixteen Dollars with interest from date at Ten per Cent, dated May 5th 1851; and by said Davis assigned to the plaintiff; Also for goods sold and delivered, Money had and received &c."

To the Clerk } Curry & Robinson
of Union Common Pleas } Atty's for Plff.

Dated June 19th 1852

Served this writ by Leaving at the residence of the within named Defendant a certified copy of this writ June 19th 1857

Fees Milage 75
Serv 35
Copy 25
1 35

William L. Martin Sheriff

Jesse Carnahan
vs
Daniel B. Davis
vs
Daniel Zuck

Filed June 18 1857
Lewis Lewis Clk

Carey & Robinson
Atty for Plff

Suit brought on a note of hand given by Defendant to one Abner Davis or bearer for one hundred and fifteen dollars with interest from date at ten percent date May 5th 1857 and by said Davis assigned to the Plaintiffs
Also for goods sold and delivered
Money had and Received

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Daniel Zuck

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

James W Evans

in a plea of assumpsit damages Three hundred dollars

and have you then there this writ.

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

the 19th day of June A. D., 1852

James Lurvin Clerk.

Law No 55
James W Evans
v
Daniel Zuck

Nar

Filed July 8 1852
James Lyons Clerk

Settled
Cost paid

The State of Ohio } Court of Common Pleas
Union County ss } June Term AD 1852

James W Evans plaintiff complains of Daniel Zuck defendant in a plea of assumpsit for that whereas the said defendant on the fifth day of May AD 1851 at the county aforesaid made his promissory note in writing and delivered the same to one Abner Davis and thereby promised to pay the said Abner Davis or bearer the sum of One hundred and sixteen dollars nine months from the date aforesaid with interest at ten per cent from the date aforesaid, which period of nine months has now elapsed and the said Abner Davis then and there assigned the same to the plaintiff whereof the said defendant then and there had notice and then and there, in consideration of the premises promised to pay the amount of said note to the said plaintiff according to the tenor and effect thereof And also for that, whereas the said defendant on the 1st day of June AD 1852 at the county of Union aforesaid was indebted to the said plaintiff 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 received by the defendant for the use of the plaintiff. And in the sum of three hundred dollars for money then and there lent by plaintiff to the defendant at his request And in three hundred dollars for money found to be due the plaintiff from the defendant on a settlement then and there ~~stated between them~~; and the defendant afterwards to wit on the day and year last aforesaid at the county aforesaid, in consideration of the premises, promised to pay the said several sums of money to the plaintiff on request; yet the said defendant has disregarded his promises and has not paid the amount of said note, nor the said several sums of money, nor either of them nor any part thereof though often requested so to do to the damage of plaintiff three hundred dollars & therefore he sues &c

Curry & Johnson
Attys for Plff

Civil/Domestic Case File

Case No. 1852-CV-0043

No. 52-CV-43

Union Common Pleas Court.

Frank Wolford Plaintiff,

AGAINST

Bill Welch Defendant.

MAR TERM, 1853

Settled

Journal 5 Page 200

Record No. No Record Page

Ex. Doc. A Page 270

6
16
35
6
60
20
47
1.90

65
32
77

21

Same No ~~76~~ 21

Frank V Wolford
Late Portreeve
vs
Bill Wilsh

cost bill made

No Recd.

Frank & Wolford
Late partners &c
vs

Bill Welch

Precipe for
Summons

Filed June 19 1857
James Lum Clerk

C & R

Frank & Wolford
Late partners in trade & in co-partnership
vs
Bill Welch

Main Common Pleas
Assumpsit
Damages $500

As the summons returnable for the 4th
Endorse "Suit brought to recover the price and value of goods sold, & goods sold and delivered, to the defendant by plaintiffs, work and labor performed, materials furnished, for defendant by plaintiffs, money paid by, money had & received of, the plaintiffs for the defendant, and on account stated, between the plaintiffs and defendant, on the tenth day of June AD 1852, Damages claimed $50."

To the Clerk of
Main Common Pleas
June 19th 1852

Curry & Robinson
Attys for Plffs

"Did bargain & to receive the price and value of goods sold, of goods sold and delivered, to the defendants by plaintiffs, work and labor performed, materials furnished, for the defendants by plaintiffs, money received by, money paid, by the plaintiffs for the defendants, and on an account stated between the plaintiffs and defendants, the tenth day of June 1850, damages claimed five hundred dollars."

James Brown Clerk

Frank & Wolford
Late partners in trade &c

vs

Bill Welch

Summons

Since this writ by delivering to Bale Welch a certified copy of this writ June 19th 1850

Fees Mileage 15
Serv 35
Copy 25
65

William C Murphy

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Bill Welch

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~~ fourth thereof, to answer unto Frank and Wolford. Late partners in trade & unincorporated in a plea of Assumpsit

damages five hundred dollars

and have you then there this writ.

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

the 17th day of June A. D., 1852

James Turner Clerk.

[redacted] Law No 56
Frank & Wolford
Partners &c

vs

Bill Welch

Declaration

The State of Ohio — Mion Common Pleas
Mion County ss — Assumpsit
June Term AD 1852

"Frank & Wolfel" late partners in trade, now corporated, in the name & style of Frank & Wolfel Complain of Bill Welch in a plea of Assumpsit for that whereas the defendant on the 10th day of June AD 1852 at the county aforesaid was indebted to the plaintiffs in the sum of five hundred dollars for the price and value of goods &c then and there sold and delivered by the plaintiffs to the defendant at his request; And in five hundred dollars for the price of work and labor 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 had and received ~~of the plaintiffs~~ by the defendant for the use of the plaintiffs - And in five hundred dollars for money then and there found to be due from the defendant to the plaintiffs, on an account then and there stated between them, and the defendant afterwards to wit on the day and year aforesaid at the county aforesaid in consideration of the premises promised to pay the said several sums of money to the plaintiffs on request; yet the defendant has disregarded his said promises and has not paid the said sums of money, nor either of them nor any part thereof, though often requested so to do, to the damage of the plaintiffs the sum of five hundred dollars & therefore they sue &c

Curry & Robinson
Attys for Plffs

to the defendant on an account before that time stated between them; and that the defendant will set off on said trial so much of the said several sums of money, so due and owing from the plaintiffs to the defendant against any demand of the said plaintiffs to be proved on said trial, as will be sufficient to satisfy and discharge such demand, and will also then and there demand a judgement against the said plaintiffs, for the balance of said several sums of money due to the defendant according to the Statute in such Case made and provided

Common Pleas

Bub Welch

vs

Amanda & Wolford

Plea &c

Filed Nov 6th 1857

Jno Ewing

Clk.

Concl Rule

Bill Welsh
vs
Frank & Wolford
late partners &c

} Union Common Pleas

And the said Bill Welsh comes and defends &c and says that he did not assume and promise in manner and form, as the said plaintiffs have declared against him, and of this he puts himself upon the country, and the said plaintiffs doth the like &c

By Cole & Foster his Attys

The said plaintiffs will also take ~~that~~ notice that the defendant on the trial of this cause, will give in evidence and insist, that the plaintiffs at the commencement of this suit, was and still is indebted to the defendant in the sum of five hundred dollars for meat ~~dining~~, drink washing lodging attendance and other necessaries, supplied and provided by the defendant for the plaintiffs and other persons at their request; and also in the sum of five hundred dollars for the price and value of goods before that time bargained and sold by the defendant to the plaintiffs at their request; and also in the sum of five hundred dollars, for the price and value of goods before that time sold and delivered by the defendant to the plaintiffs at their request, and also in the sum of five hundred dollars, for the price and value of work before that time done and materials for the same provided by the defendant for the plaintiffs at their request; and also in the sum of five hundred dollars for money before that time lent by the defendant to the plaintiffs at their request; and also in the sum of five hundred dollars for money found to be due from the plaintiffs

Civil/Domestic Case File

Case No. 1852-CV-0044

No. 52-CV-44

Union Common Pleas Court.

Isaac Linder
Plaintiff,

AGAINST

James McMasters
Defendant.

MAR TERM, 1853

Settled

Journal 5 Page 174

Record No. No Record. Page

Ex. Doc. A Page

Law No ~~15~~ 23

John Doe & Jane
Linder

vs

~~James~~ McMasters

cert Rice
made
no Rec

36

McMasters

Jean 3 80

1 50

Cloth 90

25

47

6

20

188

Stuff 48

450

6,86

450

236

Linder

6
24
25
16
6
20

97
10

107

$66,90

$1,97
450

6,47

Papers No 58

Mr. Complain

John Doe Ex

dem Lindw

v

Richard Roe

Jas. McMasters

Filed June 19 1852

James Dunn Clerk

Wm H Andrews

1

188

	2,386
	6
	4,7
	5,833
	4
	4,383
	48
	90
	107
	188

2,956

	2,956
	1,520
	300
	48
	188

into the said tenements with the appurtenances, and was possessed thereof, for the term aforesaid: And the said John being so thereof possessed, the said Richard afterwards, to wit, on the first day of June One thousand eight hundred and fifty at the county of Union, with force and arms, entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then did; to his damage One hundred dollars: And therefore he sues &c.

By Swan & Andrews, his Attys.

Mr James McMasters,

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

Richard Roe.

June 19. 1852. We acknowledge due service of this declaration on James McMasters the tenant in possession, and agree to enter Consent rule &c at the next term or judgement herein to be entered by default.

Powell & Backus Attys for Deft.

which term to be considered the trial term

Court of Common Pleas of Union County

Of the Term of June in the year of our Lord 1832

The State of Ohio, Union County, ss. – John Doe complains of Richard Roe, for that Isaac Linder Sr. on the first day of January A.D. 1830, at Union County, had demised to the said John the following lands and tenements, to wit; Survey No. 13066 of one hundred acres of land, on part of a Military warrant, No. 6661, in favour of Cuthbert Harrison, the whole thereof being for two thousand acres on the waters of Bagscuck, begining at an Elm and Hickory in the line of John Baird's survey No. 6033 and north west corner of Robert Means survey No. 5586 – thence with said line North 7° E. 94 poles to a stake north corner to said survey in the line of William and Isaac Carothers survey No 7008 – thence with said line N. 72° E. 110 poles to two sugar trees, North west corner to John survey No. 6211, thence with his line S. 20° E. 157 poles to two hickories, corner to said survey in the line of Means' said survey – thence with said line N. 83° W. 170 poles to the begining – Containing One hundred acres more or less; and also twelve messuages, twelve cabins, twelve barns, twelve stables, twelve orchards, twelve out houses, twelve yards, twelve gardens, One thousand acres of arable land, One thousand acres of meadow land, one thousand acres of pasture land, one thousand acres of wood land, one thousand acres of land covered with water, and one thousand acres of other land, with the appurtenances, situated in the said County of Union; To have and to hold the same to the said John from the second day of January in the year aforesaid, for and during the term of twenty years thence next ensuing; By virtue of which demise the said John entered

Court order

A Linder
vs
McMaster

Filed Nov 13 1852
James Lumm Clerk

John Doe & Lessee
Linder
vs
James McMasters

In Ejectment

By consent of Parties it is ordered that the Surveyor of this County do go upon the lands in controversy, after August next and return fair Plats and reports thereof to the next term of this Court together with the Testimony of such Witnesses as may be brought before him by either of the Parties touching the lines and courses of the lands in controversy

The State of Ohio Union County ss
I James Irwin Clerk of the Court of Common Pleas within and for the county aforesaid do hereby certify the above to be a true copy of the Journal Entry made in the above case at the June Term of said Court AD 1852
Witness James Irwin Clerk of said Court at Marysville this 7th day of Oct 1852
James Irwin Clerk

John Doe Pltff
Regan Lucas
vs
Lucas McMahon
Sub for wit.

Filed March 8 1853
Lincoln Clerk

Recd this writ & Bearing to the with in
Named persons March 8th 1853

	Fees Mileage	60
March 8 1853	Serv	25
	Retn	5
		90

William C Martin Sheff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon ~~Samuel Lane~~ Peter Winegar & David Winegar

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 John Doe & Jane Doe Isaac Linder is Plaintiff, and James McMasters 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 1st day of March A. D. 1853

James Turner Clerk.

Question. did you ever see any trees marked as corner trees in Crothers line in the place or near it where the line you speak of running North west from the Hickory would have Biter sectd sd line

Answer I did not the timber or trees were all cut down before I ever seen it

Further this deponent saith not

Henry Wagner

Sworn to and subscribed before me

William B. Irwin Surveyor U. C. O.

Linder
vs
MacMaster
No. 1 in
Chc.

Filed Nov 18 1855
James Lowry Clerk

Isaac Linder
vs
James McMaster } In Ejectment

November 3th 1857. on a survey of the land in dispute Henry Wiegen being called by the defendant after being duly sworn by me deposeth and saith that about 13. or 14 years ago there was a large Hickory tree standing near the point. C. in the plat here with returned which was marked with 3 hacks on 3 sides as Corner trees are generly marked

Question by me were the hacks at the time you first saw them apparently old or of recent date ~~rather old~~

Answer, rather old.

Question were the sapwood over as for the bark to cover the hack

Answer I think they were

Question. did you ever see a line running north ward from the afore said Hickory

Answer I did about 2 years ago. I never did before

Question did you ever search for one before that time

Answer I did not.

Question what was the appearance of the line when you first saw it

Answer it had the appearance of a tolerable old line

Question did you notice whether the line was marked with a axe or tom hawk

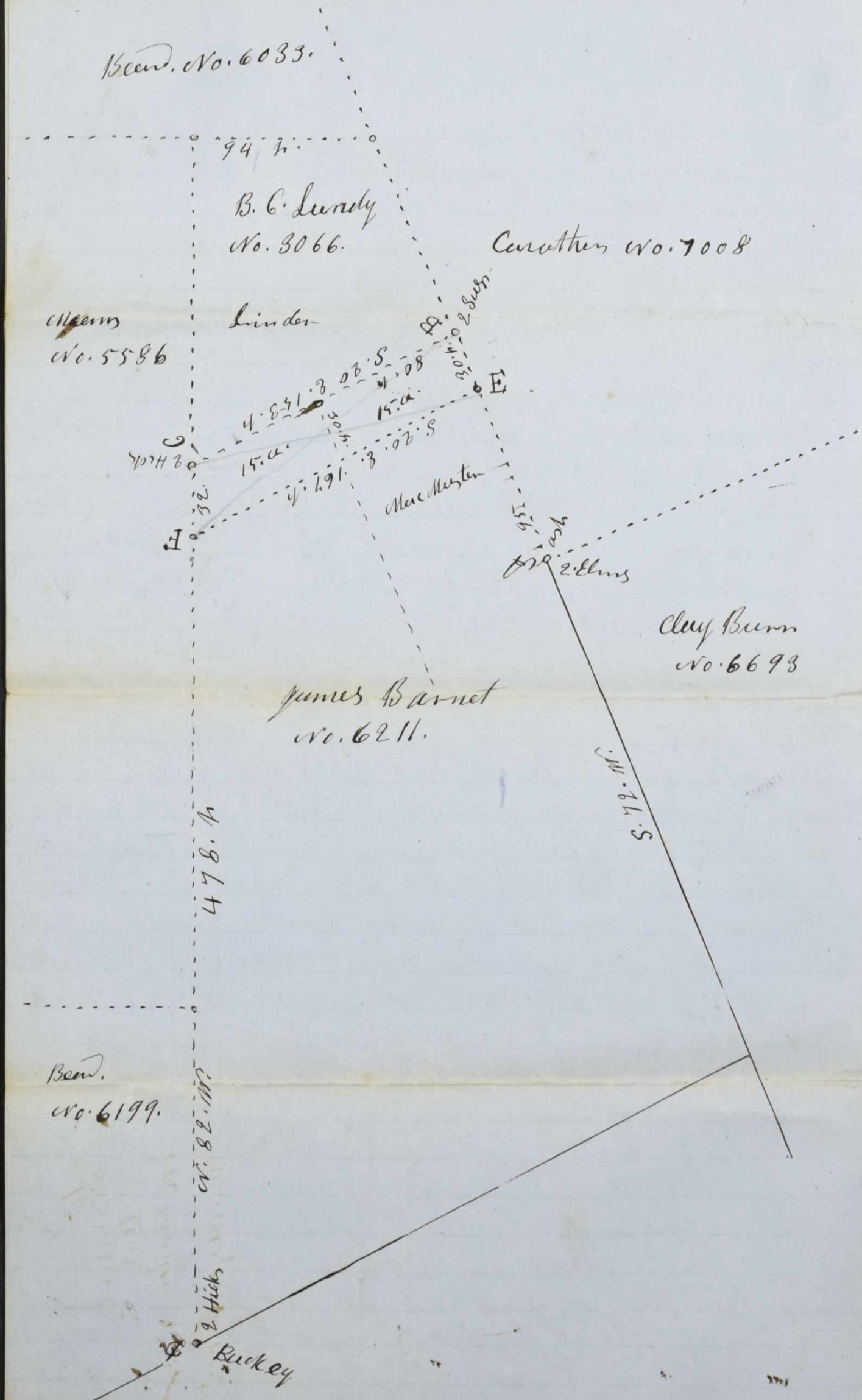
Ans I did not

Linden
vs
McMaster
Surveyors Report

Filed Nov 13 1852
James Turner Clerk

Linder
vs
James McMaster } In Ejectment.

In obedience to an order from the Court of Common pleas for the County of union State of ohio made at there June term for 1852. in a suit of Ejectment brought by Linder against James McMaster I proceeded on the 8th day of Novem 1852 to survey the Land in Controversy as follows taking to my assistance George McClick and Henry H. Darlin for Chain Carriers after being duly Sworn I Surveyed the same beginning at the South East Corner of Survey No. 7008. and South West Corner to survey No 6693. that being the beginning Corner to the Survey of which the land in Controversy is a part from there running with the South line of 8008 S. 72 W. 95. pols and set a Stake at the point E. in the plat herewith returned that being the distance of the original survey. but no marks of a Corner found at that place C.C. to. point B. being the Corner to which McMaster Claims and to which he now holds possesion the Land being all Cleared there were no Corner trees found from there Run South 20 E. with McMasters fence 158 pols to the North line of Survey No. 5586 passing 2 Beeches and a Hickory McMasters S. W Corner at 80. pols set a Stake in Means line at. C. near a large Hicory stump the tree on which is said to have been marked as a Corner tree testified to by Henry Winager whose deposition is here with returned Marked No. 1.
then began at E. and Run S. 20: E. 167 pols to a stone and 2 Beeches in the line of 5586. mad Search on this line for old line marks but found none then began at the original S. E Corner of the Survey at point. D. and Run the original


Beard. No. 6033.
94 A.
B. C. Lundy
No. 3066.
Carruthers No. 7008
Allgeier
No. 5586
Linder
2 Birch
S. 20 W.
15 a.
30 A.
2 Hicks
E
Merc Mester
2 Elms
Ash
Clay Burn
No. 6693
James Barnet
No. 6211.
S. 74 W.
478 A.
Beard.
No. 6199.
W. 88 A.
2 Hicks
Buckey

line there of and found it to be 478 poles from D. to E. and 32.50 poles from E to C. making 6. poles surplus over the original survey from D. to E. and 38. surplus from D. to C. all of which will appear on the plat here with return which is part of this report

November 8th 1852

William B. Brown Surveyor U.C.O

Fees on the with in Survey

To taking deposition Survey Survey and plat three dollars. $3.00

George Medill Carrying chain one day 75

Henry H. Durlin " " " 75

William B. Brown Surveyor U.C.O

Civil/Domestic Case File

Case No. 1852-CV-0045

No. 52-cv-45

Union Common Pleas Court.

Lewis Roth
Plaintiff,

AGAINST

Elijah Gullander
Defendant.

Nov 1885 72

Discontinued

Journal 5 Page 127

Record No. No Record Page

Ex. Doc. — Page

Law 46

Lewis Kroat

vs

Elijah Calender

Lewis Rich

v.

Elisha Colendar

Rec

Filed August 21 1852

James Dixon Clerk

J. C. Dorsey
Atty for Plaintiff

Lewis Rosh
vs.
Elijah. Calender

Case
Damages
$500.00

Issue a summons
Returnable
At next term of court. Endorsed
Suit brought for Five hundred Dollars
Damages for the loss of services for
of Plaintiffs infant Daughter. also for
J. G. Doughty atty
for Plaintiff

To James Dunn.
Clerk of C. C. Pleas
August 21-1852.

Recd this writ by delivering to the within named Defendant a certified copy of this writ
Sept 28 1852

Fees Milage	45
Fees	35
Copy	20
	100

William C. Malone Sheriff

In Common Pleas
Lewis Wood
vs
Elijah Calender

Filed Sept 28 1852
James Turner
Clerk

Plaintiff to recover into
hundred dollars damages for
the loss of services of Plaintiff's
infant daughter

J. C. Dougherty
Atty for Plff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Elijah Calender

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 Lewis Kooh

in a plea of ~~Damages~~ Case

damages Five hundred dollars

and have you then there this writ.

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

the 25th day of August A.D., 1852

James Lowmer Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0046

5

No. 52-CV-46

Union Common Pleas Court.

Mathew Diering
Plaintiff,

AGAINST

Trustees Luthern Church
Defendant.

JUN TERM. 1853

JUD'G VS PLAINT'F

Journal 5 Page 217

Record No. No Record. Page

Ex. Doc. A Page 334

Case No ~~11~~ 13

Matthew Lining
vs
The Trustees of Lutheran
Evan. Church

no Rec'd

Matthew Lenning

vs

The Trustees of the United Evangelical Lutheran Church

Pr. for summons

Filed Sept 6 1852
James Lyons Clerk

File Dwight & Ely
for Plaintiff

Matthew Dunning
vs
The Trustees of the Dutch Evangelical Lutheran Church

Assumpsit
Damages $500.00

Issue a summons returnable at next term Court.

Endorse. Suit brought to recover five hundred Dollars for professional services as a Minister of said Church also for money had and received. work and labour done.

J. G. Doughty
atty for Plaintiff

To James Turner
Clerk of the C. Pleas
Sept 6th 1852.

Mathew Irving
vs
The Trustees of the
United Congregational
Lutheran Church

Damages $500.00

Filed Sept 25th 1852
James Turner Clerk

L C Baughly
Att for Plaintiff

Suit Brought to Recover five hundred Dollars for professional services as a Minister of said Church. also for money had & Recevd. work and labour done

Served this Writ by delivering to each of the trustees a copy of this Writ Sept 24 1852

Fees	Mileage	25
	Serv	55
	Copy	40
		120

William C Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon The Trustees of the Dutch Evangelical Lutheran Church

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

Matthew Dunning

in a plea of Assumpsit damages five hundred Dollars

and have you then there this writ.

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

the 6th day of September A. D., 1852

James Lowner Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0047

No. 52-CV-47

Union Common Pleas Court.

Josiah Fisher
Plaintiff,

AGAINST

George Swank
Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT
$37 88

Journal 5 Page 226
Record No. 6 Page 401
Ex. Doc. A Page 328

Law No ~~17~~ 14

Jaziah Fisher
v
George Swank

Ct Bill made
Recd

Appeal

Josiah Fisher
vs
George Swank

Filed Sept 30 1852
James Turner Clerk

Josiah Fisher
vs
George Swank
The plaintiff demands $ 35.85
Plaintiffs cost
Summons .12½
Entering Judgment .12½
Defendants cost
Bond .25
Transcript .31

Suit commenced on Note which reads Three Months After date I promise to pay B. S. Fisher or order the sum of fifty five Dollars for Value received of him this 27th day of December 1851 George his mark Swank
Attest R. P. Frazell

With the following Endorsement Received on the within thirteen dollars and fifty cents this 5th day of February 1852 February 13th 1852 received on the within note Six dollars March the 9. 1852 I assign the within Note to Josiah Fisher B. S Fisher

June the 8/52 issued Summons for the appearance of Defendant to be answered unto on the 12th day of June 1852 at one o'clock P. M. and delivered the same to H. A. Chapman Constable
June the 9/52 summons returned personally served on the 9 day of June/52 By reading this writ to the Defendant fees Mileage 35c service 10=75
H. A. Chapman Constable

June the 12/52 one O'clock P. M.
The Plaintiff appeared Defendant failed to appear in Default whereof it is considered by me that the Plaintiff recover of the Defendant the sum of thirty five dollars and Eighty five cents and his cost herein taxed at Seventy cents
E. D. Smith J. P.

In the action of Josiah Fisher against George Swank I, A. S. Irwin acknowledge myself bail for the appellant in the sum of Seventy five dollars to be levied of my goods and chattles lands and Tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued or may accrue in the Court of Common please Signed A S Irwin

Taken signed and acknowledged on this 17th day of June in the Year 1858 before me E. D. Smith J.P.

The State of Ohio Union County Darby 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.

Signed E. D. Smith J.P
of the aforesaid Township

Union C Pl Clas

Josiah Fisher
vs
George Shank

Filed December 7 1857
James Turner Clerk

No 2

Coles Petit

The State of Ohio } In Court of Common Pleas
Union County ss } November Term AD 1852

Josiah Fisher Complains of George Swank in a plea of Assumsit for that whereas, the defendant on the twenty seventh day of December AD 1851 at the County of Union aforesaid made his promissory note in writing, and then and there delivered the same to B. S. Fisher and thereby promised to pay the said B. S. Fisher or order fifty five dollars in three months after the date thereof, which period has now elapsed, and the said B. S. Fisher then and there, indorsed the same to the plaintiff, whereof the defendant there and then had notice and then and there in Consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof, And also for that whereas the defendant on the ninth day of March AD 1852 at the County aforesaid was indebted to the plaintiff, in sixty dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request, And in sixty dollars for for money found to be due from the defendant to the plaintiff, in an account then and there stated between them And whereas the defendant, afterwards on the ninth day of March AD 1852 aforesaid ~~at~~ the County aforesaid 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 sixty dollars and therefore he sues &c

Cole & Porter
his Attys

would be a total loss, the defendants totally refused to pay any more upon said note, and the said B G Fisher in order to defraud the defendants, on the first day of April 1852, to wit after said note became due sold & transferred said note to his father, the plaintiff; the said plaintiff then well knowing and being fully advised of all the facts herein before set forth, but in order to defraud the defendants, the plaintiff and his said son dated the assignment back so as that it would appear to be transferred before it became due. That the plaintiff is the assignee of said note with full notice of the defence aforesaid of the defendants and cannot make other defence than cancel the said B G Fisher his son.

Curry & Robinson
Attys for Deft

And the said plaintiff will further take notice that the defendants at the trial in this case will give in evidence and prove that said note was given for the price and value of said horse sold to the defendants by the said B G Fisher, that the said B G Fisher at the time he sold said horse, he warranted said horse to be sound in all respects, and that he was a good true table work horse, whereas said horse was at the time said B G Fisher sold him to the plaintiff an unsound and diseased horse and was not then a good true table work horse as said B G Fisher before and at the time of said sale warranted him to the defendants to be; that said note given as aforesaid for the price and value of said horse, remained the property of the said B G Fisher until after it became due, and then the said B G Fisher & the plaintiff conspiring together to defraud the defendants, did date the assignment on the back of the note so as give the appearance of a transfer of the same before it became due; that the plaintiff at the time he received said note well knew all the facts above stated and therefore is not a bona fide holder of said note, without notice and for a valuable consideration.

By Curry & Robinson
Attys for Deft

George Wisan &c
vs
Joshua Fisher

Plea & notice

Filed January 15th 1853
James Turner Clerk

Rec'd April 23 1853
James Turner Clerk

3

G R

George Swank vs Josiah Fisher — Main County Common Pleas

And the said George Swank comes and defends when &c 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

Carey & Robinson Attys for deft

The plaintiff will take notice that the defendant on the trial of this cause will give in evidence and prove that the promissory note in said declaration mentioned was on the 27th day of December 1851 given by the defendant to B S Fisher for the price and value of a certain animal, to wit a gelding, which the said B S Fisher then and there sold to the defendant = That the said B S Fisher sold the said animal for fifty five dollars, it being the full value of the same if he had been sound; That said animal was then at the time of the said sale and had been before that time unsound and diseased, all of which the said B S Fisher then well knew, but fraudulently concealed from the defendant, and sold the same to the defendant as aforesaid as a sound animal; That said animal proved a total loss to the defendant, having died within a few months after said sale, of the disease of which he was afflicted at the time of said sale; That the said B S Fisher then fraudulently deceived the defendant in this, that he then sold said animal to the defendant for a full price, as a sound animal, when he well knew the same to be unsound and nevertheless diseased, all of which was unknown to, and concealed from the defendant; That the defendant having discovered after wards, that said animal was unsound and diseased still hoped that the same might be so cured as to be of some value, & paid to said B S Fisher nineteen dollars and fifty cents, but becoming fully convinced that the animal

Sarah Fisher
v
Jesse Swartz
Suit for wit-
Filed June 23 d
A.D. 1853
Jesse Turner Clerk

Served this writ June 20th A.D. 1853 by Reading to Ruben P Frazell & Alonzo Tinkum. Alonzo Tinkum demanded his fees not paid for the want of funds George Mordie and John Robinson not found

Fees Mileage	1,00	
Service	25	
Return	5	William C Malin Sheriff
	130	per Augustus Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Reuben P. Hazzell, George Moodie & ~~Aaron Hindle~~ John Robinson and Alonzo Tinkum

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 Josiah Fisher is Plaintiff, and George Swank 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 15th day of June A. D. 185 8

James Turner Clerk.

recieved on
the within thirteen
Dollars & fifty cts.
this 5th
February 1862

Feb 15th 1862
recieved on the
within note six
Dollars

1862
March 9th
I asign the
within note
to Josiah Fisher

June the 12 1862
Received of Josiah Fisher
the within mentioned
sum of twenty five
dollars in full
of the within
note
12

Three Months After Date I promise
to pay ~~E~~ B. S. Fisher or order the sum of
fifty five Dollars for value recieve of him
this 27th Day of December 1851 George his X mark Swank
Attest R. P. Terazek

Mon Com Pleas

Isaac Foster

v

George Swank

Mr in Assumsit

Filed December 16 1852
James Downer Clerk

Court of Common Pleas of Union County Of the term of November in the year of our Lord AD 1852

The State of Ohio ~~Union~~ County SS

This cause come into Court by way of Appeal from the Judgment of E D Smith a Justice of the peace of Dorby Township in the County of Union aforesaid, Wherefore Josiah Fisher by J. T. Fisher his attorney complains of George Swank in a plea of Assumsit For that whereas the defendant on the fifteenth day of April AD 1852 at the County of Union aforesaid made his promissory note in writing and thereby promised to pay to one B. S. Fisher or order fifty five dollars three months after the date thereof which period hath now elapsed; and the said B. S. Fisher then and there indorsed the said note to the plaintiff whereof the defendant then and there had notice, and then and there in consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof And whereas also the defendant on the said fifteenth day of April AD 1852 at the County of Union aforesaid was indebted to the plaintiff in ninety dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request And in ninety dollars for money then lent by the plaintiff to the defendant at his request And in for money paid by the plaintiff for the use of the defendant at his request And in ninety dollars for money found to be due from the defendant to the plaintiff upon an account then and there stated between them And the defendant afterwards on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiff to pay him the several moneys herein above mentioned on request; yet the defendant hath disregarded his last mentioned promises and hath not paid any of the said moneys or any part thereof

To the damage of the plaintiff of ninety dollars & therefore he brings his suit &c

By J. T. Fisher his atty

Fisher
v.
Swank

Receipts

Filed June 15th 1853
James Lyon Clerk

Michael Fisher
vs
George Shank } Muncie Com Pleas

Issue subpoena for Reuben D Fragell, George Meeche and Alva Steele witnesses for the defendant

Carey & Robinson
Attys for Def't

To the Clk of
Muncie Com Pleas
June 15th 1853

Civil/Domestic Case File
Case No. 1852-CV-0048

No. 52-cv-48

Union Common Pleas Court.

Jane McCurdy Plaintiff,

AGAINST

Wm Bancroft, Defendant.

MAR TERM, 1853

JUD'G VS PLAINT'F

Journal 5 Page 174

Record No. No Record Page

Ex. Doc. A Page 276

Law No 28.

Jane McCurdy
vs
William Bancroft

Cost bill made

No Rec'd

Jane McCurdy
vs
William Bancroft

Filed Oct 2d 1852
James Turner Clerk

The State of Ohio Union County Paris Township

Jane McCurdy
vs
William Bancroft

Bill of particulars filed Aug.d 26th 1852. Summons issued to Alpheus Wood const.d returnable on 31st inst 10 o'clock A.M. which was returned in due time endorsed served by reading to Defendent

Service .10
Mileage .25

Justices costs

Summons	.12½
Subpoenas	.60½
Swearing Wit.	.48
Trial	25
	1.46
Trans	.3¼
Recog	.25
	$.2.02¼

Subpoenas issued to Alpheus Wood const.e by order of the Plaintiff for James McCurdy William Wilson James Welsh B. F. Kelsey and George Snodgrass which was served and returned by said const.e endorsed served by reading to witnesses.

Service .50
Mileage .30

Subpoenas issued to Alpheus Wood const.e by order of the Defendent for Henry Wolford Wm. H. Frank Washington Turner L. B. Kinney Gideon Draper James Turner Wm W. Woods and James E. Harriott which was served and returned by said const.e endorsed served by reading to witnesses

Service .80
Mileage .25

August 31st A.D. 1852. Parties appeared trial had James McCurdy William Wilson B. F. Kelsey George Snodgrass and Robert Snodgrass sworn and examined on the part of the Plaintiff. Washington Turner L. B. Kinney Gideon Draper James Turner and Wm W. Woods sworn and examined on the part of the Defendent,

after hearing the testimony it was considered by me that I nonsuit the Plaintiff and render Judgment against the Plaintiff for the costs of Suit of which the Plaintiff demanded and appeal

William Smith J.P.

In the action of Jane McCurdy against William Bancroft I David Watkins acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied of my goods and chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of common pleas.

Taken signed and acknowledged on this 10th day of September in the year 1852 before me

William Smith J.P.

The State of Ohio Union County Perris township ss.
I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause

William Smith J.P.
of the aforesaid township

Filed Oct 2d 1852
James Turner Clerk

Jane McCurdy
v
William Bancroft

In
Damages $15.00

Suit brought to recover
the price and value of
a horse sold and delivered to Defendant
on or about the 16th day of August 1852.
Also for other goods had and received

Filed Dec 26 189[illegible]
Jas. Turner Clk

Jane McCurdy
vs
William Bancroft

To Damages $ 15.00

Suit brought for fifteen dollars
Bill of particulars filed August 25th
1852. Summons issued to Alpheus Wood
constable returnable on 31st inst at 10 O'clock
A. M. which was returned in due time
indorsed served by reading to Defendant
Service .10
Mileage .25

Subpoenas issued to Alpheus Wood constable by order of the Plaintiff for James McCurdy, William Wilson, James Welsh, Benjamin F. Kelsey, and George Snodgrass which was served and returned by said constable endorsed served by reading to witnesses. Service .50
mileage .30

Subpoenas issued to Alpheus Wood constable by order of the defendent for Henry Wolford, William H. Frank, Washington Turner, L. B. Kinney, Gideon Draper, James Turner William W. Woods and James E. Harriott, which was served and returned by said constable endorsed served by reading to witnesses Service .80
Mileage .25

August 31st 1852. parties appeared trial had James McCurdy, William Wilson, Benjamin F. Kelsey, George Snodgrass and Robert Snodgrass, sworn and examined on the part of the Plaintiff, Washington Turner, L. B. Kinney, Gideon Draper, James Turner and William W. Woods, sworn and examined on the part of the defendent. After hearing the testimony it was considered by me that I nonsuit the Plaintiff and render Judgment against the Plaintiff for the costs

Justices costs,

Summons	.12½
Subpoenas	.60½
Swearing witnesses	.78
Trial	.25
Trans	.31¼
Recog	.25
	$2.02¼

of suit of which the Plaintiff demanded an appeal William Smith J.P.

In the action of Jane McCurdy against William Bancroft I David Wadkins acknowledge myself bail for the appellant, in the sum of Fifty Dollars to be levied of my goods and Chattles, Lands and tenements, in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common pleas. David Wadkins

Taken, Signed, and acknowledged, on this 10th day of September in the year 1852. before me
William Smith J.P.

The State of Ohio Union County Paris Township, ss.
I do hereby certify, that the above is a full and true copy from my docket, of the proceedings had by and before me in the above cause
William Smith J.P.
of the aforesaid Township

Jane McCurdy

vs

William Bennett

Declaration

Filed Dec 27th 1852
Jas Turner Clerk

J. C. Dougherty
Atty for Plaintiff

State of Ohio } In Union Common
Union County } pleas. November Term AD 1852

Jane McCurdy complains of William Bancroft in a plea of Assumpsit for that whereas, the said William Bancroft, On the twentieth day of August AD 1852. at the County of Union and State of Ohio, was indebted, to the said Jane McCurdy, in fifteen Dollars, for the price and value of Goods, then and there bargained and sold by the Plaintiff to the Defendant, at his Request. And in fifteen 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 fifteen Dollars, for the price, and value of work then and there, done and materials for the same provided, by the Plaintiff for the Defendant, at, his Request,

And in fifteen Dollars, for, Money found to be due from the Defendant, to the Plaintiff on an account ~~stated~~ then and there stated between them And whereas, the Defendant afterwards On the Twentyfirst day of August AD 1852, 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 fifteen Dollars, and thereupon she brings suit

J. S. Doughty atty for Plaintiff

Mrs P. Brooks
vs
Lane & Nancy McCall

Ack for Ceo'l

Filed March 15th 1858.
James Monroe Clerk

Served by Reading to Levy Courtney March 2 1853.
Served by Reading to Nelson A Harris March 4th 1853 fee Demanded and not Paid Served by Reading to James McLuckey March 15th 1853

Fees Mileage 5

Serv 37½
Return 5
42½

William C Musser Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Nelson A Phares James McCurdy & Levi Courtney

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 4th day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendants in a certain controversy in said Court depending, wherein W. W. Woods is Plaintiff, and Jane McCurdy & Nancy McCurdy are Defendants, 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 2n day of March A. D. 185 3

James Turner Clerk.

due from James McCurdy to the defendant on an account before that time stated between them: and also that the defendant will set off on said trial, so much of the said several sums of money so due and owing from said James McCurdy to the defendant against any demand of the plaintiffs to be proved on said trial, as will be sufficient to satisfy such demand: and will also then and there demand a judgement against said James McCurdy for the ballance of said several sums of money due the defendant.

Coles Porter
Attys for dft

Filed Nov 8th

Wm Cole Clk

Wm Blanchard
Jno McCurdy

Coles Porter

William Bancroft
vs } Union Com Pleas
James McCreedy

And the said William Bancroft comes and defends, and says that he did not promise as in the declaration alleged, and of this he puts himself upon the Country; And the plaintiff doth the like. The plaintiff will also take notice that the defendant on the trial of this Cause, will give in evidence the he (the defendant) purchased said goods in said declaration mentioned of one James McCreedy, who sold said goods to defendant as his own, concealing the name of said James McCreedy, therefore the defendant will upon the trial of said Cause, insist upon a setoff against said James McCreedy, and will give in evidence, that said James McCreedy at, and before the commencement of this suit was and still is indebted to the defendant by promissory note in the sum of twenty Dollars which note was given by James McCreedy to James W Evans, and was due and transferred to said defendant before the commencement of this suit, also in the sum of two dollars, by promissory note, which was given by said James McCreedy, to M. Wasson & Co, and was due and transferred to defendant before the commencement of this suit and also in the sum of twenty Dollars for money before that time received by James McCreedy for the use of the defendant, and in the sum of thirty dollars, for money found to be

Jesse H Cardy
vs
Wm Ramsey et

Praecipe for Deft

Filed April 25 1853
James Irwin clerk

Jane McCurdy)
vs.) In Union Common pleas
William Kincaid)
) Issue an execution in this case in favor of defendant, against plaintiff for costs recovered.

Cole & Porter
defendants Attys

Clerk Com Pleas
April 25th 1853

D A. 276

Jane McCurdy
v
William Bancroft

Costs $14.36¼
increase 1 39
This writ 73
$16.48¼

paid on the
within $10.75

Filed April 12 1854
James Turner Clerk.

Received this writ December 24th 1853
& levied on chattels & lands on Execution
found where or to levy
Fees Mileage 5
Serv 35
Return 5
75

Williams & Wain Plffs

The State of Ohio, Union County, ss.

To the Sheriff of Said County Greeting:

WHEREAS in a certain action in assumpsit lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein Jane McCurdy was Plaintiff and William Bancroft was Defendant the costs of said case were taxed at Fourteen Dollars and _____ cents for which Judgment was rendered against the said _____ thirty six cts on the 21 day of March A. D. 1853 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 Jane McCurdy _____ in your bailiwick, you cause to be made, the costs aforesaid and ~~interest thereon until paid~~, and also the further sum of $1.39 increase costs and the costs that may accrue, and if you shall levy and make said costs and interest do you have the same before our Court of Common Pleas within and for said County of Union on the first day of the next Term of said Court, to render unto the persons entitled to the same, and have you then there this writ.

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 24th day of December A. D. 1853

James Turner Clerk.

No. 296

Jane McCandy
vs
William Bancroft

Costs $14.86½
Judgment 75

Filed June 24 1853
James Linn Clk

Received this writ April 25 1855
No goods or Chattles Lands or tenements found
Where on to Levy Received on the 28th in
in cash 7.00 Received in Receipts 3.75

Paid Clerk costs 6.34 Fees Milage 5
Levis 35
Poundage 21
Return 5
66

My fees Paid

William C. Mullin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of Said County Greeting:

Whereas in a certain action in assumpsit lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein Jane McCurdy was Plaintiff and William Bancroft was Defendant the costs of said case were taxed at Fourteen Dollars and Thirty 24/4 cents for which Judgment was rendered against the said Jane McCurdy on the 21st day of March A. D. 1853, 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 Jane McCurdy in your bailiwick, you cause to be made, the costs aforesaid ~~and interest thereon until paid~~, and also the further sum of $ _____ 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 25th day of April A. D. 1853

James Turner Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0049

No. 52-CV-49

Union Common Pleas Court.

Mathew G Patrick Adm
Plaintiff,

AGAINST

Levi Patrick
Defendant.

MAR TERM. 1853

Settled

Journal 5 Page 174

Record No. Page

No Record.

Ex. Doc. A Page 278

Law 99

Mathew & Patrick Adamson

vs

Levi Patrick & ols

Cost bill made

No Record

Mathew Y Patrick
Administrator &c

vs

Levi Patrick
Moses P Rice

Prec. for Summons

Filed Oct 2nd 1852
James Turner Clerk

T V P

Mathew Y Patrick Administrator
of the estate of Moses Patrick decd

vs

Levi Patrick
Moses P Rice

Mun Common Pleas
Assumpsit
Damages $200=

Issue a summons returnable at the next term. Indorse on the writ, "Suit brought on a note of hand, made by the defendants to the plaintiff as administrator aforesaid, for one hundred dollars, payable twelve months after date and dated August 21st AD 1851 Also for goods sold & delivered, money had and received, work and labor performed & materials found &c Damages claimed two hundred dollars ,, =

Curry & Robinson
Attys for Plff

To the clerk of Mun Com. Pleas
October 2d 1852

Matthew Y Patrick
Administrator &c
vs
Levi Patrick
Moses P Rice

Filed Oct 7 1852
James Lyon Clerk

Crump & Robinson
Atty for Plff

Suit brought on a note of hand, made by the defendants to the Plaintiff as administrator as aforesaid, for one hundred dollars payable twelve months after date and dated August 21st 1851. Also for goods sold & delivered, money had & received, work & labor, horse & carriage & metal, furniture, damages & services & wolf hunters claims

Copy

Attest
William Collins Clk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Levi Patrick & Moses P Rice

if thy 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

Mathew Y Patrick Administrator of the Estate of Moses Patrick deceased

in a plea of Assumpsit

damages Twothundred Dollars

and have you then there this writ.

Witness, JAMES ~~MINGER, Jr.,~~ Clerk of said Court at Marysville,

the 27th day of October A.D., 1852

James Turner Clerk.

the said Moses Patrick in his lifetime, ~~was~~ to the plaintiff as administrator as aforesaid, since the death of the said Moses Patrick, to the damage of the plaintiff as said Administrator two hundred dollars therefore he sues &c

And the said Administrator now brings into Court his letters of administration of the goods &c of the said Moses Patrick dec^d duly granted by the Court of Common Pleas of said County of Prior to the plaintiff in due form of law and which give sufficient evidence to said Court here of the said grant of administration to the plaintiff

By Curry & Robinson Attys for Plff

Mathias G Patrick
Administrator &c

v

Moses Price

Nar

Filed Nov 20 1855
Jas Armor Clerk

Letter & Cert
Paid Aug 7 1853

The State of Ohio } Court of Common Pleas
Union County } November Term AD 1852

Mathew Y Patrick Administrator of the estate of Moses Patrick deceased sued out a writ of summons herein against Moses P Rice and Levi Patrick the defendants named in said writ, to which the sheriff of said county returned "not found" as to the said Levi Patrick and thereupon the said Mathew Y Patrick as said administrator as aforesaid complains of the said Moses P Rice in a plea of assumpsit for that whereas the said Moses P Rice with the said Levi Patrick on the 21st day of August AD 1851 at the county of Union aforesaid made his promissory note in writing and delivered the same to the plaintiff and thereby then and there promised to pay to the plaintiff as administrator aforesaid one hundred dollars in twelve months from the date aforesaid which period hath elapsed And whereas afterwards to wit on the day and year aforesaid at the county aforesaid the said defendant was indebted to the said plaintiff as administrator as aforesaid in the sum of two hundred dollars for goods of the estate of the said Moses Patrick dec'd then and there sold and delivered by the plaintiff as said Administrator to the defendant at his request And in the sum of two hundred dollars for money then and there had and received of the plaintiff as said administrator by the defendant at his request. And in the sum of two hundred dollars for money found to be due the plaintiff as said administrator from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the first day of October AD 1852 at the county aforesaid promised to pay the last mentioned several sums of money on request yet the defendant hath disregarded all his said promises and though requested to pay said sums of money hath refused and neglected to pay & hath not paid any or either or any part of said sums of money, nor hath the said Levi Patrick, to the

Civil/Domestic Case File

Case No. 1852-CV-0050

No. 52-CV-50

Union Common Pleas Court.

James T Willis Adm
Plaintiff,

AGAINST

Abram Kuglinger.
Defendant.

NOV TERM. 1852

Settled

Journal 5 Page 159

Record No. Page

Ex. Doc. A Page 414

Law 47

James L Wells &
B Wood Admrs
vs
Abram Kightlinger
et als

Settled
& Ct
Pai
No Rec

James T Wells
Bradford Now
Adm'rs
vs
Abner Kilbourn
& others

Praecipe
for Summons

Filed Oct 7 1852
James Lumer Clerk

costs Paid

James J Wells
Bradford Wood administrators
of Isaac White deceased

vs

Abram Kitelinger, Jane
Kitelinger (his wife) (late Jane
White), Richard Haskins
Isaac Zane Clement Reed

In Debt — Debt three
hundred Dollars
Damage twenty Dollars

Issue a Summons returnable next term. Indorse Suit brought on Bond given by defendants to plaintiffs, administrators of Isaac White deceased, for three hundred Dollars dated September 15th 1847. Conditioned that Jane White (now Jane Kitelinger) should pay all the debts of Isaac White decd. Exhibited in the administrators account filed, and all the Costs of administration, together with the widows allowance for years support. Which condition said Jane has failed to perform, also for Goods Sold & delivered Money lent and Received &c

Cole & Porter Attys
for plaintiffs

Clerk of
Com Pleas
Oct 7 1852

James P. Wells
Bradford Wood
Administrator
vs
Abram Kitlinger
Jane Kitlinger late Jane White
Richard Hawkins
Isaac Jane Clement
Rec

Debt $300.00
Damages 20.00
Filed Oct 14th 1852
James Turner Clerk

Cole & Porter
Attys for Plff

Suit Brought on Bond given by defendants to Plaintiffs administrators of Isaac White decease for three hundred Dollars date September 15th 1847 conditions that Jane White (now Jane Kitlinger) should pay all the debts of Isaac White dec. Exhibited in the administrators account filed and all the costs of administration together with the widows allowance for years support which condition said Jane has failed to perform, also for goods sold & delivered money lent & Rec'd &c

Served this writ by delivering a certified copy of this writ to Abram Killinger and Jane Killinger Richard Hawkins and Clement Reed October 10th 1852 Isaac & Jane not found

Fees Mileage 55
Serv 115
Copy 100
$ 2.60

William C. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Abram Kitelinger Jane Kitelinger (his wife) late Jane White) Richard Hoskins Isaac Zane Clemant Reed

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto James I Wells Bradford Wood administrators of Isaac White deceased

in a plea of Debt Three hundred Dollars

damages Twenty Dollars

and have you then there this writ.

Witness JAMES ~~KINKADE, Jr.~~ Zumer Clerk of said Court at Marysville, the 7th day of October A. D., 1852

James Zumer Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0051

No. 52-CV-51

Union Common Pleas Court.

Othias M Kennedy
Plaintiff,

AGAINST

John R Gabriel
Defendant.

MAR TERM, 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 184

Record No. 6 Page 348

Ex. Doc. A Page 292

Law № 31

Ottnias M Kennedy
vs
John R Gabriel

Cost bill made
Record

Othias M Kennedy

v

John R Gabriel

Praecipe for Scire facias -

Filed Oct 27 1852

James Turner, Clerk

Cole & Porter

Othias M. Kennedy
v
John R. Gabriel } Scire facias

Issue a Scire facias against John R. Gabriel, to revive a judgement, of the term of March in the Court of Common Pleas AD 1855. in favor of Othias M. Kennedy against the said John R. Gabriel for forty dollars ~~damages~~ and eighty cents damage and one dollar eighty cents costs. Returnable next term

(Clerk C. Com. pleas
Oct. 27th. 1852

(Cole & Porter
Atty for Pl'ff

seem expedient for him so to do; and further to do and receive what our said court shall then and there consider of him in this behalf: and have you then there this writ

Witness James Lyoner clerk of said Court of Common Pleas at Mansfield this 27th day of October A.D. 1852

James Lyoner Clerk

Received this writ October 27th 1852
Served this writ by leaving a certified copy of this writ at the residence of the within named John R Gabriel October 30th 1852

Fees Milage	25
Levi	35
Copy	40
Return	10
	$1.10

William McMillen Sheriff

Orthias M Kennedy
vs
John R Gabriel
Service fee cis

Filed Oct 29th 1852
James Lyoner
Clerk

Cole & Dorton
Attys for Plff

The State of Ohio. Union County ss
To the Sheriff of Union County Greeting
Whereas Othias M Kennedy lately to wit on the
9th day of March A.D. 1835 in our Court of
Common Pleas within and for the County of
Union by the Judgment of the same Court
recovered against John R Gabriel. Forty
Dollars Eighty cents for his damages which
he had sustained by reason of the not performing
certain promises and undertakings then lately
made by the said John R Gabriel. to the said
Othias M. Kennedy. and also one dollar eighty
cents for his costs and charges by him about
his suit in that behalf expended; whereof the
said John R Gabriel. is convicted as appears to
us of record; And now on the behalf of the said
Othias M Kennedy 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 peice off or
satisfied yet execution of the damages and
costs aforesaid still remains to be made to him
wherefore the said Othias M Kennedy hath besought
us to provide him a proper remedy in this behalf
And we being willing that what is just in this behalf
should be done. command you that you make
known to the said John R Gabriel that he be
before the Judge of our said Court of common
Pleas on the first day of their next Term to show
if he has or knows of any thing to say for himself
why the said Othias M Kennedy. ought not to
have his execution against him of the damages
and costs aforesaid according to the force form
and effect of the said recovery if it shall

D. A. 292

C. M. Kennady

vs

John R. Gabriel

Debt

Costs $4,56

this writ ,70

Filed Jany 29th 1856

Zaba Randall Clerk

Recorded

W. E. Lee

Received this writ January 5th A.D. 1856

The within named John R. Gabriel is not found

Fees.

Mileage .50

Return .10

.60

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** *of the county aforesaid, begun and held at the court house in the town of Marysville, on the* 22 *day of* March *A. D.* 1853,

Othias M Kennady *recovered against*

John R. Gabriel

as well as the sum of _____ *dollars and* _____ *cents for* _____ *debt, as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $4,56 *for his cost and charges in that behalf expended, as of record is manifest.*

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said John R. Gabriel

you cause to be made the ~~*debt, damages, and*~~ *costs aforesaid,* ~~*with interest thereon from the*~~ _____ *day of* _____ *A. D.* 18 _____ *until paid, also the sum of* $0,70 _____ *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

Witness **TABER RANDALL,** *Clerk of said Court,*

at the Court House aforesaid, this 30 *day of* January *A. D.* 1856

Taber Randall Clerk.

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File
Case No. 1852-CV-0052

No. 52-CV-52

Union Common Pleas Court.

Robt Parris

Plaintiff,

AGAINST

James G Adams

Defendant.

MAR TERM, 1853

JUDGMENT VS DEFENDANT

$175 60

Journal 5 Page 175

Record No. 6 Page 335

Ex. Doc. A Page 290

Law No 32

Robert Davis
vs
James G Adams
& others

Cost bill
made
Recor

Union Common Pleas.

Robert Paris
vs.
James G. G. Adams
George Pollock, and
Alexander C. Robinson
late Partners under
the name and firm of
Adams, Pollock, & Co.

Praecipe for Summons

Filed Nov 8th 1852
James Turner Clerk

Curry & Robinson
Atty's.

Robert Paris
vs
James G. G. Adams,
George Pollock, and
Alexander C. Robinson,
late Partners, under the
Name and firm of
Adams, Pollock, & Co.

In Assumpsit.
Damages, Three Hundred
Dollars.

Issue a summons, returnable
at the next Term. Endorse,
"Suit brought on a promissory note
made by Defendants to plaintiff or
order, for One hundred and fifty
dollars, payable six months after
the date thereof, with interest from
date at ten per cent, and dated
October 1st 1850 &c. Also for goods
sold and delivered, money had and
received, money paid, &c. Damages
claimed as due, Three Hundred Dollars."

Curry & Robinson
Atty's for Plff.

To the Clerk of
Union Common Pleas
Dated Nov. 2nd 1852

Suit brought on a promissory note made by Defendants to plaintiff or order for one hundred and fifty dollars payable six months after the date thereof with interest from date at ten per cent, and dated October 1st 1850 &c
Also for goods sold and delivered money had and received, money paid &c — Damages Claimed as due three hundred dollars

Curry & Robinson
Atty's for Plffs

Robert Parris
by
James G. Adams,
George Pollock and
Alex Anderson C Robinson

Damages $300,00
Costs
This writ '72

Sheriff's Office 1852
James Dunn Clerk

Served this writ by leaving a certified copy of this writ
Alexander Robinson Novem 4th 1852
Served by delivering to George Pollock a certified
Copy of this writ Novemb 8th 1852
James G G Adams
Not found

Fees Mileage	50
Fees	75
Copys	40
	$1.65

William C Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James G. G. Adams, George Pollock and Alexander C Robinson late partners in the name and style of Adams. Pollock and 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, to answer unto Robert Paris

in a plea of Assumpsit

damages Three hundred dollars

and have you then there this writ.

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

the Third day of November A. D., 1852

James Turner Clerk.

Made service on James G. G. Adams by leaving a true copy of this at his usual place of Residence
Nobleness the 5th A.D. 1852 C. Wilkins
Sheff of G.C.
by J. Crumbaugh
deputy

fees service 35
1 copy 20
mileage 50
$1.05

Robert Paris
vs
James G. G. Adams
George Pollock and
Alexander B. Robinson

Damages $3 00
Costs
This writ 71

Filed Nov 10 1852
James Turner Clerk

Suit brought on a promissory note made by defendants to plaintiffs or order, for one hundred and fifty dollars payable six months after the date thereof with interest from date at ten per cent and dated October 1st 1852 &c Also for goods sold and delivered money had and received, money paid &c Damages claimed as due three hundred dollars

Murray & Robinson
Atty's for pltffs

The State of Ohio, Union County, ss.

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

We command you to summon James G. G. Adams, George Pollock, and Alexander C. Robinson late partners in the name and style of Adams, Pollock & 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, to answer unto Robert Paris

in a plea of Assumpsit

damages Three hundred dollars

and have you then there this writ.

Witness, JAMES ~~LINKADE, Jr.~~ Turner, Clerk of said Court at Marysville,

the Third day of November A.D., 1852

James Turner Clerk.

Filed March 24 1853
Parris Lum Clerk

Robert Paris
vs
James G. Adams
George Black
Alexander Robinson

Union Common Pleas
Judg't at March
Term - 1853

For value received
we agree that execution
shall not issue in this
case till after the November
Term of said Court 1853

Curry & Robinson
Attys for Plff

March 24th 1853 =

Robert Paris

vs

James G. G. Adams et al

Nar

Filed Nov 20 1852
James Turner Clerk

C V R

Damage three hundred dollars & therefore he sues
By Terry & Albright his atty

The State of Ohio } Court of Common Pleas
Miami County ss } November Term AD 1852

Robert Paris complains of James G. G. Adams, Alexander C. Robinson and George Pollock late partners under the name and firm of "Adams, Pollock & Co." in a plea of assumpsit for that whereas on the 1st day of October AD 1850 at the county of Miami aforesaid the said defendants under the name and style of "Adams, Pollock & Co." made their promissory note in writing and delivered the same to the said Robert Paris, & then and there thereby promised to pay to the said Robert Paris, or order the sum of one hundred and fifty dollars with ten per cent interest, six months from the date aforesaid which period hath elapsed. And whereas also the defendants, as said partners, afterwards to wit on the day and year aforesaid at the county aforesaid were indebted to the plaintiff in the sum of three hundred dollars for goods then and there sold and delivered by the plaintiff to defendants at their request, and in the sum of three hundred dollars for money then and there lent by the plaintiff to the defendants at their request. And in the sum of three hundred dollars for money then and there found to be due the plaintiff from the defendants on an account then and there stated between them. And the defendants afterwards to wit on the day and year aforesaid and in the county aforesaid promised to pay the plaintiff the sums last aforesaid on request. Yet the defendants though often requested to pay said sums of money have disregarded their said ~~promises~~ and have not paid, nor hath either of them paid said sums of money, nor either of them or any part thereof, to the plaintiff, to the plaintiff

June 14 th 1852 Recieved
on the within note
twelve dollars

Six Months after date we or either of us
promise to pay Robert Paris or order the
the sum of one hundred and fifty Dollars
for value recd this date Oct 14/1850
Bearing ten per Cent interest from date.

Adams Pollock & Co

D. A. 290

Robert Poris
vs
James G. G. Adams
A. C. Robinson
George Pollock

Debt $175.08
Int at 6 per cent
Costs 7.32
This cont ,65
7.97
My fees 1.05
6.92
Rec my fees of $1.05
C. Wilson
Aff E.C.
Filed Feby 9 1857
James Dunn Clk

Rec'd this Nov 30th 1853
Damages and costs in full
January the 10th 1854
Damages $175.08
Costs 1.32
$176.40
C. Wilson Atty for Pl

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

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF Guernsey 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 21st day of March A. D. 1853

Robert Poris

recovered against James G. G. Adams, Alexander C Robinson & George Pollock

as well as the sum of one hundred & seventy five dollars and Eight cents for his debt, ~~as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages~~, as also the sum of $7,32

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 G G Adams, Alexander C Robinson & George Pollock

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 21st day of March A. D. 1853 until paid; at ten per cent A; also the sum of $ 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 Robert Poris

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 26th day of November A. D., 1853

James Turner Clerk.

Filed Nov 26 1853
James Duncan

Robert Parris

vs

James G G Adams
Alexander Robinson
George Pollock

Judgement $175.08
March 21st 1853
Mun Common Pleas

Issue an Execution for goods
with the clerk &c to the Sheriff of Greene County
Mun Com Pleas Ohio
Nov 26th 1853

Curry & Robinson
Pltffs Attys

costs $ 7.32

Civil/Domestic Case File

Case No. 1852-CV-0053

No. 52-CV-53

Union Common Pleas Court.

Jas B W Haynes
Plaintiff,

AGAINST

Lollie Meyers
Defendant.

MAR TERM, 1853

Settled

Journal 5 Page 174

Record No. No Record. Page

Ex. Doc. 'S Page 27

Case No 30

J B W Hazen

v

Gottlieb Myers

Settled
Cost pd
no Rec

James B. W. Haines
vs
Gottlip Myers
Copias

Filed October 25th 1852
James Lynn Clerk

Cum Robinson
Atty for Pltff

Suit Brought on a note of hand made by the Defendant to Plaintiff or bearer under the name of J. B. W. Haines or bearer for one hundred and fifty dollars payable on or before the first day of October A.D. 1852 and dated May 26th A.D. 1852. Also for goods sold & delivered money paid &c &c Damages claimed three hundred dollars

Received this writ October 18th 1852

I have taken the Body of the within named Gottlip Myers the Names of his of His Bail are Jacob Rogers James McWelch and John Cossil I have with return a copy of the Bail Bond

Fees Milage 75
Serv 35
Return 10
Copy of Bond 30
$1.50

William C Mulin Sheriff

The State of Ohio }
Union County } ss

To the Sheriff of said County Greeting

We Command you to take Gottlip Myers if he may be found in your bailiwick and him safely keep, so that you have his body befor 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 James B. Haines, in a plea of Assumpsit Damages Three hundred dollars, and have you then there this writ

Witness James Turner Clerk of Our said Court at Marysville this 18th day of October A.D. 1852

James Turner. Clerk

Mr. Gotlip Myers

Sir

I am informed that you are in possession of, or claim title to the premises in this declaration mentioned, or to some part thereof, and I being sued in this action as 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 of Union County in state of Ohio, and make yourself defendant in my stead, otherwise judgment will be then entered against me by default, and you will be turned out of possession

Oct 26th 1852 Richard Roe

John Doe, ex. dem, James B. W. Haynes
vs
Richard Roe, =

John L. Swartz of Union County a disinterested person, being duly sworn according to law, makes oath & says that on the 27th day of Oct AD 1852 he did personally serve Gotlip Myers tenant in possession of the premises in the within declaration mentioned or of part thereof with a true copy of the within declaration & notice & at the same time acquainted the said Gotlip Myers with the true intent & meaning of said declaration & notice & of the service thereof.

John L. Swartz

Sworn to & subscribed before me this 28th day of Oct AD 1852.

John M. McMillan J. P.

John Doe ex dem. James B W Haynes
vs
Richard Roe

Ejectment

Declaration

Filed Nov 3d 1852
James Turner Clk

Attorney's costs
$1.37

$1.37

The State of Ohio Union County ss

Court of Common Pleas June Term AD 1852

John Doe complains of Richard Roe for that James B W Haines on the first day of April AD 1850 at the county of Union aforesaid had demised to the said John, the following lands and tenements, to wit being all of two Lots in the Town of Richwood in said county of Union, to wit Lots No (101) one hundred and one and No (102) one hundred and two in said Town of Richwood, and for a more full description of the same reference is made to the plat of said Town; and also ten houses, ten barns, ten stables ten cabins, ten acres of arable land, ten acres of meadow land, ten acres of wood land, ten acres of land covered with water, and ten 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 day and year aforesaid for the term of ten years thence next ensuing; By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed of the same for the term aforesaid; and the said John being so possessed thereof, the said Richard afterwards to wit on the first day of October AD 1852 with force and arms entered into said tenements with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did to his damage ten dollars & therefore he sues &c

By Curry & Robinson

Pltfs Attys

Union Com Pleas

John Doe Ex dem
P. B. W. Haynes
v
Gottlip Myers

Consent Rule

Filed Nov 13 - 1852
James Irwin Clerk

Coles Pltff.

John Doe ex dem
James B W Haynes
v
Gottlip Myers

} In Ejectment

And the said Gottlip Myers comes and confesses the lease entry and ouster in said declaration mentioned, and admits himself to be in possession of, lots No. (101) and (102) in the town of Richmond Jefferson County Ohio, part of the premises in 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 & Porter, his Attys

J. W. B. Haynes
vs
Bolitz Myers

Copy of Bond

Filed Oct 25th 1852
James Turner Clerk

Know all men by these presents that we Gottlip Myers
J M Welch Jacob Rogers and John Cosil are held and
firmly bound unto William C Martin Sheriff of the County
of Union in the State of Ohio in the sum of Three hundred
Dollars to be paid to the said Sheriff his Executors
Administrators or assigns for which payment well and
Truly to be made we do hereby jointly and severally
bind ourselves our heirs Executors and Administrators
Sealed with our Seals and Dated this 22d day of October
AD 1852

The Condition of the above obligation is such
that if the above bound Gottlip Myers 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
their next term to Answer unto James B W Haynes
in a plea of assumpsit Damages Three Hundred
Dollars then this obligation to be void otherwise in
full force and virtue in Law

Jacob Rogers (Seal)
J M Welch (Seal)
John Cosil (Seal)

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

William C Martin Sheriff

nor any or either of them or any part thereof to the plaintiffs damage three hundred dollars and therefore he sues &c

Curry & Robinson
Attys for Plff

James B. Williams
vs
Philip Myers

Nar

Filed Nov 29. 1852
James Turner Clerk

Copy

The State of Ohio — Court of Common Pleas
Union County ss — November Term A.D. 1852

James B. W. Haines complains of Gotlip Myers in a plea of Assumpsit for that whereas the said Gotlip Myers on the 26th day of May A.D. 1852 at the county of Union aforesaid made his promissory note in writing for one hundred and fifty dollars payable to the plaintiff (named in said note J. B. W. Haines) on the first day of October A.D. 1852 and delivered the same to the plaintiff & thereby promised to pay to the plaintiff or order the sum of one hundred and fifty dollars on the first day of October A.D. 1852 and the said Gotlip Myers then and there in consideration of the premises promised to pay the amount of the said note to the said James B. W. Haines (named J. B. W. Haines in said note) according to the tenor and effect of said note. And whereas afterwards to wit on the day and year aforesaid at the county aforesaid the said Gotlip Myers was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered to the defendant by the plaintiff at the defendants request. and in the sum of three hundred dollars for the price and value of goods sold by the plaintiff to the defendant then and there at his request and in the sum of three hundred dollars for money then and there lent by the plaintiff to the defendant at his request. And in the sum of three hundred dollars for money found to be due the plaintiff from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the day and year aforesaid at the county aforesaid promised to pay said last mentioned several sums of money on request yet. the defendant. though often requested to pay said sums of money has totally disregarded his said promises and has not paid said sums of money

money would be due from his uncle aforesaid, as soon as the note on which this suit is about to be brought would become due; that said Gottlip Myers would obtain the money aforesaid from his said uncle and pay the amount of said note as soon as the same should become due, all of which representations were false, and on the contrary, this deponent says, that the said John G Myers was not indebted to said Gottlip Myers at the time said note was executed.

This deponent further represents that said Gottlip Myers on or about the first day of October ~~AD~~ A D 1852 as this deponent is informed and believes received of one by the ~~hands~~ of said John G Myers Sepper of the county of Fairfield ~~County~~ Ohio the sum of one hundred and forty dollars which sum of money said Gottlip Myers still has in his possession as this deponent verily believes, and now refuses to pay the same to this deponent as he is in justice bound to do

James B W Navies

Sworn to and subscribed before me this 18th A D 1852

James Turner Clerk

James B W Navies
vs
Gottlip Myers

Petn for Capias

Filed Oct 18 1852
James Turner Clerk

Attl & cert fees 1 00
5.50
1.66
8.84

$17.10

James B. W. Haines } In Mich Common Pleas
vs } In Assumpsit
Gotlip Myers } Damages $300.00

Issue capias returnable at the next Term. and Indorse. suit brought on a note of hand made by the defendant to plaintiff or bearer. under the name of J B W Haines or bearer for one hundred and fifty dollars payable on or before the first day of October AD 1852 and dated May 26th AD 1852 Also for goods sold & delivered. money paid &c &c Damages claimed three hundred dollars

Curry & Robinson
Attys for Plff

The Court of Common Pleas Mich County ss The above named James B W Haines maketh oath and says that the above named Gotlip Myers is justly and truly indebted to this deponent in the sum of one hundred and fifty dollars and thirty seven and one half cents on a certain promissory note made by the said Gotlip Myers payable to this deponent under the name of J B W Haines. and now due and unpaid, which note is for one hundred and fifty dollars payable on or before the first day of October 1852; And this deponent further saith that the debt and cause of action above set forth against the said Gotlip Myers for which suit is about to be brought was fraudulently contracted by the said Gotlip Myers by falsely representing to this deponent that his uncle John G Myer of Lancaster Ohio was indebted to him in a sum sufficient to pay said note. and which sum of

Haines
vs
Myers

Motion to quash
writ or to dis-
charge on Com-
mon Bail

Filed Nov 8 1852
James Turner Clerk

4 10
1 37
5, 47

Cole & Porter

Gottlieb Cains } Amount
vs
Gottlieb Myers } Arrest on capias ad. Respondendum

The defendant now comes and moves the court to set aside the proceedings and quash the capias in the case, Or, to discharge the defendant on common Bail, for the Reasons following

1st. Because the operative clause in the affidavit to wit that Deft. fraudulently contracted the debt by representing that J. G. Myers owed him $150, is shown on the face of the affidavit not to be true as the affidavit admits that J. G. Myers paid Deft. $140.

2d. There is no indorsement on the back of the writ of the amount appearing to be due,

3d. There is no indorsement on the back of the writ of the amount sued for.

Mollt & Porter atty
for Deft.

Civil/Domestic Case File

Case No. 1852-CV-0054

No. 52-CV-54

Union Common Pleas Court.

Thomas Gearsley
Plaintiff,

AGAINST

James Gearsley Sr
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$1345-33

Journal 5 Page 137

Record No. 6 Page 280

Ex. Doc. A Page 215

Filed Nov 18 1852
Jarius Lunn Clerk

66
100
100
100
100
100
12
47
225
346

Thomas Yearsley
for the use of
William M. Eachus.
vs
James Yearsley Jr.

In Union C. P.
In Debt — Cognovit.

The Clerk will please issue Execution in this case when the journal entry is properly made.

Finch & Critchfield
Pltffs attys.

Nov. 9th 1852.

D. A. 215

Thomas Yearsley
for the use of
William W Eachus
vs
James Yearsley Jr

Debt $1189.23
Damages 156.10
Costs 3 62
This writ 73

Filed March 5th 1853
James Somer Clerk

Finch & Critchfield
attys for Plff

Received this writ November 18th 1852
No Goods or Chattels ~~Chattels~~ Levied on
Tenements found to levy ~~to levy~~ ~~Chattels found~~
~~Chattels found~~

March 5th 1853

Fees Mileage 55
Levies 35
Return 5
95

William L. 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 Eighth day of November A. D. 1852 Thomas Yearsly for the use of William H Eachus recovered against James Yearsley Jr

as well as the sum of Eleven hundred & Eighty nine dollars and Twenty three cents for his debt, as the sum of one hundred & fifty six dollars and Ten cents, for his damages; as also the sum of $ 3,62 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 Yearsley Jr

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 9th 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 Yearsly for the use of William H Eachus

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

Witness JAMES ~~[illegible]~~ Lowmer, Clerk of said Court, at the Court House aforesaid, this 18th day of November A. D., 1852

James Lowmer Clerk.

63

In Union Com. Pleas.

Thomas Yearsley
for the use of
William W. Eachus.
vs
James Yearsley Jr.

Declaration & plea &c.

Cognovit –
Debt. $1189.23
Damages – 136.10

Filed Nov 9th 1852
James Turner Clerk

Recorded

The State of Ohio
Union County ss.

Court of Common Pleas. during
November Term A. D. 1852.

Thomas Yearsley for the use of William W. Eachus complains of James Yearsley Jr. in a plea of debt. for that whereas the said James Yearsley Jr. on the first day of the 9th month (mo) 1850. to wit. the first day of September in the year of our Lord Eighteen hundred and fifty at the State of Pennsylvania to wit, at Union County aforesaid made his certain sealed bill of that date sealed with his seal (and now to the Court here shown) and then and there delivered the same to the said Thomas Yearsley and thereby bound himself to pay to the said Thomas Yearsley by his name of Thos Yearsley the sum of Eleven hundred and Eighty nine dollars and twenty three cents (said sum being expressed in these words and figures and characters. to wit "Eleven hundred & Eighty nine $ & 23 cents) with lawful interest for the same without defalcation for value received in One year after the date thereof which period has now elapsed. which said sealed bill was afterwards to wit, on the 1st day of July 1852. assigned to the said William W. Eachus by the said Thomas Yearsley for the benefit of the Creditors of the said Thomas Yearsley. Of which assignment the said James Yearsley Jr. then and there had notice.

And also for that whereas the said James Yearsley Jr heretofore to wit, on the 1st day of August A. D. 1852 at the County of Union aforesaid was indebted to the said Thomas Yearsley for the use of William

Eachus in the sum of fifteen hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request.

And in fifteen hundred dollars for the price and value of work then and there done & materials for the same provided by the plaintiff for the defendant at his request.

And in fifteen hundred dollars for money then and there lent by the plaintiff to the defendant at his request.

And in fifteen hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request.

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

And in fifteen hundred dollars for money then and there found to be due from the plaintiff to the defendant on an account then and there stated between them. Yet the said James Yearsley Jr hath not paid the said several sums of money or either of them nor any part thereof, To the damage of the said plaintiff five hundred dollars and therefore he sues &c.

By Finch & Critchfield
Pltff's Attys

Thomas Yearsley
for the use of
William W. Eachus
vs
James Yearsley Jr.

In Debt.
In Union County
Com. Pleas.
November Term
1852.

And now Otway Curry one of the attorneys of this Court, appears in Open Court on the part of the defendant James Yearsley Jr. and by virtue of a warrant of attorney for that purpose executed by said James Yearsley Jr. waives the issuing and service of process. and on behalf of said James Yearsley Jr. acknowledges that the said James Yearsley Jr is indebted to the said Thomas Yearsley for the use of said William W. Eachus. in the sum of Eleven hundred and eighty nine dollars and twenty three cents and confesses judgment on behalf & against the said James Yearsley Jr for that amount in favour of said plaintiff

And also acknowledges that the said plaintiff has sustained damages by reason of the detention of said debt to the Amount of One hundred & fifty six dollars and ten cents and on behalf of said James Yearsley Jr waives all error and right and benefit of appeal

Otway Curry
Atty for defendant
James Yearsley Jr

Know all men by these presents that whereas I, James Yearsley Jr. on the 1st day of the 9th Month in the year of our Lord 1850. made a sealed bill payable to Father Thomas Yearsley for the sum of Eleven hundred and eighty nine dollars ($) + 23 cents payable in one year after date with lawful interest without defaulcation for value received. And whereas said Thomas Yearsley has assigned said sealed bill to William W. Eachus for the use of the Creditors of said Thomas Yearsley

Now this is to authorize Otway Curry Esq or any other attorney at law in the State of Ohio to appear at the present term of the Court of Common Pleas of Union County in said State or in any other Court at any other time and confess judgment against me + in favour of said Thomas Yearsley for the use of said William W. Eachus for the amount of said sealed bill and interest. waiving the issuing & service of process. And I also hereby authorize said Curry or any other atty at law to waive all errors and right & benefit of appeal in my behalf.

Given under my hand & seal this 8th day of November A. D. 1852.

James Yearsley Jr (Seal)

Attest.
L. J. Critchfield.

James Gurley
note

One year after date I (Jas Yeasley Jr.) promise to pay to Father (Wm Yeasley) the sum of Eleven hundred & Eighty-nine $ & 23 cents with lawful interest for the same, without defalcation for value received. Given under my hand & seal this ~~9th day~~ 1st day of the 9th mo 1850

James Yeasley Jr. (Seal)

Civil/Domestic Case File

Case No. 1852-CV-0055

No. 52-CV-55

Union Common Pleas Court.

Wm W Woods

Plaintiff,

AGAINST

Jane McCurdy et al

Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 175

Record No. Page

No Record.

Ex. Doc. A Page 272

Case No 34

Wm W Woods

vs

Jane McCurdy
Et als

No Rec

ort bill made

William H Wood
&
Jane McCurdy
Nancy McCurdy

Filed Nov 8 1852
James Turner Clerk

The State of Ohio Union County ss

William W Woods
vs
Jane McCurdy &
Nancy McCurdy

Plaintiffs Costs
Subpoena for four Witnesses 24½
Swearing three Witnesses 12
Judgment 25

Cons serving Subpoena 45
3. Witnesses 15-0

Defendants Costs
Subpoena for
three Witnesses 24½
Swearing three Witnesses 12
3. Witnesses 15-0
Appeal Bond 25-
This Transcript 3 1½
2 4 2 3/4

Suit brought on note which reads "July 18th 1851. Five months after date we promise to pay Joseph Woodard or bearer Fifteen Dollars for value received

Jane McCurdy
Nancy McCurdy

July 31st 1852 This day came the said Jane McCurdy and Nancy McCurdy who waived process entered their appearance herein, and asked that this cause be set for trial on August 14th 1852, and thereupon this cause is adjourned for trial on August 14th 1852 at one o'clock P.M.

August 10th 1852 Subpoena issued at the instance of Defendants for James McCurdy Levi Courtney, and Nelson A Ferris, which was returned endorsed. "Served by reading to each one named in this writ, on Levi Courtney and James McCurdy on the 10th inst and on Nelson A Ferris on the 11th day of August A.D. 1852.

August 14th 1852 William Wilson agent for Defendants

August 14th 1852 Subpoena issued at the instance of Plaintiff for Philander B Cole, Bill Welch William Campbell and James E Harriott which was ~~Returned~~ endorsed as follows. Served by reading to each one named in this writ. Fee Service 40 ~~Mileage~~ 5
Mileage 5

August 14th 1852, William Campbell demanded his fee and no funds to pay Wm. Wells Const.

August 14th 1852 The Parties appeared trial had, James McCurdy, Levi Courtney and Nelson A Ferris sworn and examined as witnesses for the defendants, and Philander B Cole Bill Welch and James E Harriott for the Plaintiff, It is thereupon considered by me that the said William W Woods recover of the said Jane McCurdy and Nancy McCurdy a judgment for the sum of Twelve Dollars and fifty nine cents and the costs herein taxed at Two Dollars and fifty seven cents

August 20th 1852 Notice of appeal given by defendants.

In the action of William W Woods against Jane McCurdy and Nancy McCurdy I John Cassil do acknowledge myself bail for the appellants in the sum of Fifty Dollars to be levied of my goods and chattels, lands and tenements in case the appellants shall be condemned in the action ~~aforesaid~~ and shall fail to pay the condemnation money and costs that have accrued or costs that may accrue in the Court of Common Pleas

John Cassil

Taken signed and acknowledged ~~before me~~ on this 21st day of August before me John B Coats JP.

The State of Ohio Union County Paris Township ss
I do hereby certify that the above is a full and true copy from my docket, of the proceedings had by and before me in the above cause John B Coats JP of the aforesaid Township

Union Co. Ills

William W. Woods

vs

Jane McCurdy &

Nancy McCurdy

Filed December 7 1852

James Turner Clerk

Cole & Bitter

State of Ohio } Court of Common Pleas,
Union County ss } November Term AD 1852.

William V Woods Complains of Jane McCredy and Nancy McCredy in a plea of Assumpsit for whereas, the defendants on the eighteenth day of July AD 1851 at the County of Union aforesaid, made their Joint promissory note in writing, and then and there delivered the same to one Joseph Woodard, and thereby promised to pay to the said Joseph Woodard or bearer fifteen dollars, five Months after the date thereof which period has now elapsed, and the said Joseph Woodard then and there and there transferred the same by delivery to the plaintiffs, whereof the defendants then and there had notice, and then and there in consideration of the premises promised to pay the amount of the said Note to the plaintiffs according to the tenor and effect thereof; And afterwards that whereas the defendants on the first day of July AD 1852 were indebted to the plaintiffs in the sum of fifty dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request, and in fifty dollars for money found to be due from the defendants to the plaintiffs in an account then and there stated between them; and whereas the defendants afterwards on the day and year last aforesaid at the County aforesaid in Consideration of the premises promised to pay the said several sums of Money to the plaintiffs, on request, Yet the defendants have disregarded their promises and have not paid the several sums of Money nor either of them nor any part thereof to the damage of the plaintiffs fifty dollars therefore he sues &c

Cole & Parle
his Atty

Resp. v

Witness

Filed March 2. 1853
James Lowe Clerk

J. L. Dayton
for Defts

A. W. Woods.
v.
Jas. McCurdy,
Nancy McCurdy
and
Defendants

In Univ. C. Pleas.

Issue & Subpoenas for
Nelson & Thomas James McCurdy,
Levi Bunting witnesses, for

P. C. Doughty atty for
Deft.

March 1853.
To James Dunn clerk.
of the C. Pleas

Filed and judgment
rendered on the within
for Twelve dollars
and Fifty Nine
cents August 14th
1852
John Alcott J.P.

~~Filed and~~
~~Judgment~~
Rendered for
~~[illegible] Dollars~~
~~Costs of Execution~~
~~[illegible]~~
~~August 14th 1852~~
~~John Alcott J.P.~~

July the 18th 1851 Five months after date we promise to pay Joseph Woodard or barrer Fifteen dollars for value received

Jane M Curdy

Nancy M Curdy

Civil/Domestic Case File

Case No. 1852-CV-0056

No. 52-CV-56

Union Common Pleas Court.

D H Selver

Plaintiff,

AGAINST

John Morrow

Defendant.

JUN TERM, 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 221

Record No. 6 Page 400

Ex. Doc. A Page 344

Term ~~31~~ 15

D H Silver

vs

John Morrow &c

~~$19.62½~~

$8.62½

Cert bill mail

Record

appeal

David H Silver
vs
John Morrow Jr

Suit Brought on Book account Damages Claimed $9.87½

Plaintiff costs
Summons fee defendant 12½
Summons R P Mann 12½
Wm G Porter 14
Docket Entry 10
Swearing 3 Witnesses 12
Judgement 25
76
Confees
Milage 5
Service 10
15

August 16 1852
Bill of particulars of plaintiff filed and Summons issued for appearance of the defendant on 19 of August 1852 at 8 Oclock. A. M.
plaintiff demanded the defendants bill of particulars
Summons returned in due time indorsed served this summons by Reading to the defendant August 16 1852
Wm M Craty (Const)

Summons Serve on Witness by Plaintiff
R P Mann fees 50
Witness 50
Wm G Porter 50
100

Recognizance of Bail 25
Transcript 31¼
56¼
Total $2,47¼

Aug 19 1852
The Day and hour having arriven for trial the plaintiff apeared defendant failed to apear
Plaintiff Sworn to the validity of his Book
Dr R P Mann sworn and examined in regard to the prices of Medical Services
Wm G Porter sworn and examined to services rendered
After hereing the allegations of the case It is considered by me that the plaintiff David H Silver recieved of John Morrow Jr defendant Seven Dollars Eighty four cts and costs taxed at $1.91 cts

Continued

In the action of David H Silver against John Morrow Jr I George Morrow acknowledge myself Bail for the appellant in the sum of fifty Dollars to be levied of my goods and Chattles lands and tenements in case the appellant shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Comon pleas

(Signed) George D Morrow

Taken Signed and acknowledged on this 23 day of August 1852 before me

R. D. Reed J P

The State of Ohio Union Co 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

R D Reed J P
of the aforesaid Township

David H Silver
vs
John Morrow Jr

Transcript for appell
Costs taxed at
$2.47½ cts

Filed Nov 8th 1852
James Lemmer Clerk

Filed Nov 9 1852
James Lowner Clerk

John C. McRae Dr

1849 To D. H. Silver Cr

April 1st	To Application of Medicine to Throat twice, and Medicine	$1.00
April 12th 1850	To Treatment for Bronchitis & Medicine	5.00
August 2nd	To visit self & Medicine Q.S. &c.	~~1.25~~
August 13th	To visit self & Medicine, Quinine	1.50
September 5th	To Medicine Physic & Bitters	.25
December 31st 1851	To Medicine Cig. Pills & Bitters	.25
February 28th	To Medicine Self Powders	.25
June 17th	To Medicine, Pills	37½

To Interest on the above to this date

862

Henrico Com. Pleas

David A Silver

vs

John Morrow.

Praecipe for Writ

Filed June 17 1853

James Turner Clerk

David A. Silver
vs
John Morrow } Union common Pleas

Please issue subpoena for the following witnesses in behalf of Defendant, to wit, Joseph O Baker, Alonzo Gorlick and James Mitchell

J B Coats Atty for Deft

To the Clerk of the court of Common Pleas of Union County Ohio, June 17th 1853

Union Common Pleas

John Morrow Jr
ads
David H Silver
Plea

Filed Janry 24 1853
James Irwin Clerk

3

John Morrow Jr
vs
David H Silver

Union Common Pleas

And the said John Morrow Jr comes and defends &c. and says that he did not assume and promise in manner and form as the said David H Silver hath declared against him; and of this he puts himself upon the Country; and the said David H Silver doth the like &c.

By J B Evans
his Atty

Silver
v
Merrow

Proof for Defts

Filed June 15 1853
James Thom Clerk

David H Silver

v

John Morrow

Marion Com Pl Plas

Issue subpoena for Lewis Porter witness for pltff

To the Clerk of Marion Com Plas

June 15th 1853

Barry & Robinson

Attys for pltff

House of Rep Columbus Dec 14 1852

Dear Sir

you will please fill the blanks in this declaration with the name of the Justice of the peace from whom the appeal was taken the name of the proper Township and the name of the defendant and file the same and oblige yours

Truly

S. T. Fister

Filed June 24
1853
James Lunn Clk

David H Silver
vs
John Mossord jr } Union Com. Pleas

Issue Subpoena for the following witnesses in behalf of the Defendant to wit, Jesse B. Whelpley and Elisphas Burnham

To the Clerk of the Court of Common Pleas of Union County Ohio } J B Coats Atty for Deft.

Filed June 24
1853
James Lee Clerk

David H Silver
vs } Assumpsit
John Morrow Jr

I issue subpoena for D. W. Hunderson, P R Owen. C Rathbun witnesses for the plaintiff

Curry & Robinson
Attys for Plff

To the clerk of
Com Pleas
June 24th 1883

D. B. Dilon
vs
L. Monroe &c

Writ Sercoil

Filed June 24 - 1883
James Sevier Clerk

Served this writ by Delivering to James B Whelpley June 24 th 1883

Fees Mileage	8
Fees	12
Return	5
	25

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James B Whitsley & Eliphas Buerhan

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of The Defendant in a certain controversy in said Court depending, wherein David H Silver is Plaintiff, and John Monroe Jr 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 24 day of June A. D. 185 3

James Turner Clerk.

D H Libin
5
L Brown &
Lick Servit

Filed June 24, 1853
James Turner Clerk

Recd this mit by Reading to
D H Henderson June 24th 1853

Ins	25
Return	5
Mileage	5
Recd by Reading to D H Henderson	35

June 24 1853

W C Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon D. H. Henderson P. R. Owen & C. Rathbun & G. Kinney

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith day of ~~next term, at~~ o'~~clock, A. M.,~~ to testify and the truth to speak on behalf of the Pltff in a certain controversy in said Court depending, wherein D. H. Silver is Plaintiff, and John Monroe is Defendant, and this the 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 24 day of June A. D. 185 3

James Turner Clerk.

Lewis H Silver
5

John Moran
Sub poena

Filed June 30th 1853
Jesse Lyons Clk

Served this writ by reading to James Mitchell & A O Baker June 20th 1853 Fees demanded and not paid for the want of funds Alozo Garlick not found

Fees Mileage 50
" Service 25
" Return 5
80

William C Malin Sheriff
p Augustus Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Joseph O Baker, Alonzo Garlick & James Mitchell

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 David H Silver is Plaintiff, and John Monroe 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 17th day of June A. D. 1853

James Turner Clerk.

Charles D. Oliver
vs
Morgan
for Cert.

Filed June 20 1853
James Irvine Clerk

Served this writ by reading to Turner Porter
June 20th 1853

Fees	Mileage	20
	Service	12½
	Return	5
		37½

William C Malin Sheriff
per Augustus Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Tuncy Porter

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 David H Silver vs Plaintiff, and John Monroe vs 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 15 day of June A. D. 1853

James Turner Clerk.

David H Silver

v

John Morrow Jr

Var

2

Filed Nov 10th 1852
James Turner Clerk

C V R

The State of Ohio } Court of Common Pleas
Miami County ss } November Term AD 1852

David H Silver complains of John Marrow for in a plea of assumpsit for that whereas the said John Marrow on the first day of July AD 1851 at the county of Miami aforesaid was indebted to the plaintiff in the sum of fifty dollars for goods and medicines then and there sold and delivered to the defendant by the plaintiff at defendants request And in fifty dollars for work and labor performed & materials for the same found, and provided then and there by the plaintiff for the defendant at defendants request. And in fifty dollars for money then and there found to be due the plaintiff from the defendant on an account then and there stated between them. And the defendant afterwards to wit. on the day and year aforesaid at the county aforesaid in consideration of the premises promised to pay the said several sums of money on request. Yet the defendant though often requested to pay the same hath disregarded his said premises and hath not paid said sums of money nor either of them or any part thereof to the plaintiff. to his damage fifty dollars and therefore he sues &c

By Carey & Robinson
Attys for Plff

Civil/Domestic Case File
Case No. 1852-CV-0057

No. 52-CV-57

Union Common Pleas Court.

Wm Phelps

Plaintiff,

AGAINST

John Kreuer,

Defendant.

MAR TERM. 1853

Journal 5 Page 175

Record No. 6 Page

Ex. Doc. A Page 270

Law 1836

Jno Phelps

3

John Kremer

Settled

the apellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have acrued or may acrue in the Court of Common pleas

(signed) Levi Patrick

Taken signed and acknowledged on this 26 day of July in the year 1852 before me R D Reed J P

The State of Ohio Union County Union Township, ss I do hereby certify that the above ~~exe~~ ~~fore~~ is a full and true Copy from my Docket of the proceedings had by and before me in the above cause

R D Reed J P
of the aforesaid township

Wm Thelps
by
John Kenner

Filed Nov 8 1852
James Lemmon Clerk

Cash in Com Pleas
Aug 1, 21
1852

William Phelps
vs
John Kremer
Plantiffs Costs
Entry .10
summons for defendan 12½
Entering Judgment 12½
35

Suit brought on a Note of hand described as follows
Homer June 12. 1852
One Day after Date I premise to pay Wm Phelps or bearer the sum of seventeen dollars and fifty cts for value recieved John Kreamer
July 9 1852, by order of plaintiff

Constables fees Milage 5 cts
service by Copy 12½
17½
Recognizance of bail 25
execution " 25
this transcript 31½
total 8 cts 92 mills

Summons is ued and handed to John Morrow Jr Constable for the above named defendant to apeer on the 17 day of July 1852 at 4 Oclock P.M
Summons returned in due time indorsed personaly served by Copy given to the defendant July 14 1852
John Morrow Jr Constable

July 17 1852 the day and hour for Trial having fully ariven plantiff apeared defendant failed to apear it was there fore considered by me Just and the Interest was cast and Judgement rendered against John Kreamer defendant in favor of William Phelps plaintiff for seventeen Dollars Sixty Eight and ½ cts and costs of suit to wit, now 52½ cts July 26 1852

Execution Issued against defendant John Kreamer for the above Judgement and handed to John Morrow Jr Constable July 26 1852 the defendant gave bail for an apeal execution returned with out service

In the action of William Phelps against John Kreamer I Levi Patrick acknowledge my selfe bail for the appellant in the sum of Fifty Dollars to be levied of my goods and Chattles lands and tenements in case

Filed Nov 9 1852
James Dwen Clk

Homer Lane the 12 1852

One day after date I promise to pay Wm. Phelps or bearer the sum of seven-teen dolars ~~for value~~ and fifty cents for value recieved

John D Kramer

Civil/Domestic Case File

Case No. 1852-CV-0058

No. 52-CW-58

Union Common Pleas Court.

Wm Brown

Plaintiff,

AGAINST

Ruben Moore

Defendant.

MAR TERM 1853

JUDGMENT VS DEFENDANT

Settled

Journal 5 Page 187

Record No. No Record Page

Ex. Doc. A Page 270

Law 37

Jno Brown
vs
Reuben Moore

J. M. D.

cert bill mail
no Record

William Brown
vs
Reuben Moore

Transcript

Filed Nov 8th 1852
James Turner Clerk

Settled & Costs
Paid

William Brown
vs
Reuben Move.

Action of Trespass in the Case. Damages $25.00. Suit brought to recover Damages sustained in the loss of some Hogs held by Defendant and claimed by Plaintiff Damages claimed twenty five Dollars.

Sept 24th/52 Bill of particulars of Plaintiff filed & Summons issued to Const Organ for the appearance of Defendant on the 29th inst at 12 Oclock M.

Subpoena for four witnesses for Pltf issued same day. Sept 29th Summons returned Served by leaving Copy at at Defts house Milage 14 cts Copy 12½ cts. John Organ Const.

Subpoena returned: Served by reading to Grief Ford. John Brown Jacob Peach Geo Brown Milage & Service 64 cents John Organ Const.

Subpoena issued for Wm Beltz witness for Plaintiff returned: Served by reading Service 10 cts John Organ Const.

Sept 29th/52 Subpoena for three Witnesses for Defendant issued

Sept 29 12 Oclock M. Parties appeared and on application of Defendant Cause was adjourned until Oct 6 9 Oclock AM, and Subpoenas issued for five witnesses for Pltf and three for Defendant. Oct 6/52 Subpoenas for Pltfs wit. returned; Executed on Grief Ford by reading & on Jacob Peach John Brown Geo Brown & Wm Beltz by Copy Oct 2d & 4th/52. Milage 24 cts Service 60 cts J Organ Const.

Oct 6th/52. 9 Oclock AM. Parties appeared witnesses examined trial had and I find Defendant Reuben Move indebted to Plaintiff in the Sum of Six Dollars & Eighty five Cents

Plaintiffs Cost.

	cts
Summons —	12½
Ser. Summons	27½
Subpa 4 Wit, —	24½
Ser. Subpa —	6¼
Subpa 1 Wit.	12½
Ser Subpa —	10
Subpa 4 Wit	28½
Ser Subpa —	8¼
Pltfs Wits fees	
Wm Beltz —	1,00 .50 pd
John Brown	1,00
Grief Ford	1,00
Geo Brown	1,00
Jacob Peach	50
Swearing wit.	4
Judgt —	24.

Total Pltfs Cost. $7.44½

It is therefore considered by me that William Brown, Plty, recover of Reuben Moore Defendant in the sum of Six Dollars & Eighty five cents damages and his Costs herein taxed at Seven Dollars & forty fives & half Cents

Defendants Costs	75	
Subpa 3 wit.	20½	
Adjournment	10	
Subpa 3 wit.	20½	
" 1 wit.	12½	
Depts Wits.		
Starling Epps	50	
J W Smith	50	
Wm. Burress	50	
John Brown	50 paid	
Swearing Wits.	8	
Bail	25	
This Transcript	31 paid	
	$3.27½	Total Depts Cost.

In the Action of Wm Brown against Reuben Moore I Joseph Cerrell acknowledge myself bail for the appellant in the sum of forty Dollars to be levied of my goods & Chattels Lands & Tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

Signed Joseph Cerrell

Taken, signed, and acknowledged on this 6th day of Oct in the year 1852 before me. Frank Pearl, J. P.

The State of Ohio Union County Allen Township ss:

I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me in the above cause. Dated Nov 6th 1852.

Signed Frank Pearl Justice of the Peace of aforesaid Township

Bill of particulars
as filed

William Brown
vs
Reuben More

Suit brought for unlawfully detaining five shoats belonging to Plantiff damages claimed $25.00

Sept 24th 1852

William Brown

Civil/Domestic Case File

Case No. 1852-CV-0059

No. 52-CV-59

Union Common Pleas Court.

Hugh Lee

Plaintiff,

AGAINST

C W Rowlette

Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT

88 53

Journal 5 Page 240

Record No. 6 Page 406

Ex. Doc. A Page 332

Law No ~~5~~ 16

Hugh Lee for the use of
G L Converse
vs
C W Rozette

Court bill made
Record

I do hereby certify that the within transcript is a true copy of the proceedings had before me given under my hand this 6th day of Nov. 1852 H. B. W. Haynes, JP

Hugh Lee for the use of G. L. Conover transcript from the docket of H. B. W. Haynes, JP

Filed Nov. 8th 1852
James Turner Clerk

Hugh Lee for
The use of
George L. Converse
vs
Charles W. Noritte

Justice fees Sum. — $.12½
Continuance — $.10
Rendering Judg — $.25
Cand-bast. — $.15
Cost Deposition 2.00
This Transcript — .31
$2.93½

action of Assumsit
Amount Claimed $88.83
June 24th 1852. this day the plaintiff Filed his Bill of Particulars whereupon a Summons Was Issued and handed To John L. Swarts bailiff for appearance on the 5th day of July 1852 at one Oclock P.M. of said day. June 24th 1852 The bailiff Returned the Summons Indorsed Served by reading personally to Defendant. John L. Swarts, bailiff
Cand-bast for Swarts - 10 cts bill, 5 — $.15

July 5th 1 Oclock P.M. 1852. the parties appeared and the Defendant filed his affidavit that he had a Material Witness in the state of Iowa Whereupon the Justice Continued this case to the 2nd day of October 1852 at one Oclock P.M. of said day.

October 2nd 1852. the parties appeared & Trial had when The Deposition of William E. Lee Was Introduced as Testimony On behalf of the Plaintiff & Read whereupon the Justice after Mature Deliberation does hereby Render Judgement against the Defendant & Infavour of the Plaintiff for the sum of Thirty five dollars Including the Interest and his Cost amounting to $2.72 cts J. B. W. Haynes J.P.

In the action of Hugh Lee for the use of George L. Converse against Charles W. Noritte & William Hamilton do acknowledge my self Bail for the appellant in the sum of Eighty dollars to be levied of my goods and chattels lands and Tenements in case the appellant should be Condemned In the action and should fail to pay the Condemnation money and cost that have accrued and that may accrue In the Court of Common pleas William Hamilton

Taken signed & acknowledged before me this 12th day of October A.D. 1852 J. B. W. Haynes J.P.

Hough Lee for the
use of G. Hemerse
vs
Charles W. Rosette

Hugh Lee for the use of
George S Converse
vs
Charles W Rosette

In Assumpsit.
Damages claimed $88.53

This suit is brought to recover the above named sum of Eighty Eight Dollars and fifty three cents, being the amount of principal and interest now due from the said Charles W Rosette, to the said Hugh Lee for the use of said George S Converse, for the price and value of the rent of a certain dwelling house, situate in the Town of Delaware, Delaware County and State of Ohio, for the term of Two years, commencing on the first day of April A.D. 1848, and ending on the first day of April A.D. 1850 at the rate of eight dollars per year, which claim or demand for said rent is now transferred to and claimed from said Charles W Rosette by said George S Converse.

Augt Lee.
for use
5
C. W. Rosetto
Sub for Deft

Filed June 23d
A.D. 1853,
Hanna Turner
Clerk

Served this writ June 23rd A.D. 1853 by reading to
William P Lee & Rowland Lee

Fees Milage 5
" Service 25
Return 5
35

William C Malin Sheriff
pr Augustus Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William E. Lee & Rowland Lee

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 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 Hugh Lee for the use of G L Converse is Plaintiff, and Charles W Rosette 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 23d day of June A. D. 1853

James Turner Clerk.

Union Com. Pleas

Hug Lee for &c

vs

Charles W Rosette

Filed June 23 1853

James Lunn Clerk

Hugh Lee for the use of
George L Converse
vs
Charles W Rosette

Union Common Pleas

Please issue subpoena for the following witnesses in behalf of Plaintiff to wit, William R Lee, and Rowland Lee,

To the Clerk of the Court of Common Pleas of Union County Ohio
June 22nd 1858

J B Evans Atty for Plaintiff

C W Barrett
adv.

Hughes for plff
use of C L Brown

3

plea

Filed June 23 1853
James Lunn Clerk

J C Dayton
atty for Defts

In Lemon
Common Pleas.

Charles Prisett
ads.
Hugh Lee for the use of
George L Converse

And the said Charles Prisett comes and defends &
and says that he did not assume and promise
in manner and form as the said Hugh Lee
for the use of George L. Converse hath declared
against him And of this he puts himself upon
the Country. And the said Hugh Lee for the use
of George L Converse doth the like &c

By Job Doughty, his
Atty

Union Com. Plas

Hugh Lee for the use of
George L Converse
vs
Charles W Rosette

2

Filed December 25 1852
James Turner Clerk

The State of Ohio
Union County ss

Court of Common Pleas
November Term A.D. 1852

Hugh Lee, for the use of George L. Converse complains of Charles O. Rosette in a plea of Assumpsit, for that whereas heretofore to wit on the first day of April A.D. 1848, at the County of Union and State of Ohio, in Consideration that the plaintiff at the request of the defendant, would demise and let to him a certain messuage, or tenement, lands and premises with the appurtenances, to hold the same to the defendant from thence for one year and so from year to year, for so long a time as the plaintiff and defendant respectively please, at and under a certain yearly rent to wit. the yearly rent of Forty ~~five~~ Dollars payable yearly to wit on the first day of April of each year, he the said defendant, then and there promised the plaintiff to pay him during the said tenancy the said yearly rent or sum of Forty ~~five~~ Dollars, on the days so appointed for payment thereof; and the plaintiff avers that he confiding in the said promise of the defendant did afterwards, to wit on the said first day of April in the year aforesaid, at said County, demise and let to the defendant the said messuage or tenement, land and premises with the appurtenances, to hold the same to the defendant for the said term, and at and under the said yearly rent to be paid as aforesaid, and the said tenancy continued from thence hitherto, until and upon the first day of April A.D. 1850, and although afterwards, and during the said tenancy, to wit, on the the first day of April A.D. 1850, a large sum to wit ~~Eighty~~ Dollars of the rent aforesaid for two years of the said tenancy then last elapsed became and was due and payable from the defendant to the plaintiff, yet the defendant hath not paid the said last mentioned sum or any part thereof. And whereas also, heretofore to wit on the first day of April A.D. 1848 at the County of Union aforesaid in Consideration that the plaintiff at the request of the defendant would demise and let to him a certain other messuage or tenement lands and premises with the appurtenances ~~Situate in the County of Delaware and State of Ohio~~ and described as follows to wit: Part of out Lot number one in the Town of Delaware; Beginning four rods East of the south west Corner of said Lot; thence East four rods; thence North about ten rods to a line running through said Lot East and West; thence West four rods, thence South ten rods to the beginning containing one fourth of an acre more or less to hold the same to the defendant from thence for one year and so from year to year for so long a time as the Plaintiff and defendant respectively please, at and under a certain yearly rent, to wit the yearly rent of Forty ~~five~~ Dollars payable yearly to wit on the first day of April of each year respectively, he the ~~said Defendant~~, then and there promised the plaintiff to pay him during the said tenancy the said yearly rent ~~or sum~~ of Forty ~~five~~ Dollars on the days so appointed for payment thereof, and the plaintiff avers that he

confiding in the said promise of the defendant and afterwards to wit on the said first day of April in the year aforesaid at said County, demise and let to the defendant the said messuage or tenement land and premises with the appurtenances to hold the same, to the defendant for the said term, and at and under the said yearly rent to be paid as aforesaid, and the said tenancy continued from thence [illegible] for the term of two years, until and upon the first day of April A.D. 1850 and although afterwards and during the said tenancy to wit on the first day of April A.D. 1850, [illegible] large sum to wit Eighty Dollars of the rent aforesaid for two years of the said tenancy then last elapsed became and was due and payable from the defendant to the plaintiff, yet the defendant hath not paid the said last mentioned sum or any part thereof

And whereas also heretofore to wit on the first day of April A.D. 1850 at the County of Union aforesaid, the said defendant was indebted to the plaintiff in the [illegible] sum of Eighty Eight Dollars and fifty three cents for the use and occupation of a certain dwelling house, situate in the County of Delaware and State of Ohio, on part of Out Lot number one in the Town of Delaware, of the plaintiff by the defendant at his request, and by the sufferance and permission of the Plaintiff for a long time held and enjoyed, to wit the term of two years,

And whereas also afterwards to wit, on the 10th day of April A.D. 1850 at the County of Union aforesaid, the said Defendant was indebted to the Plaintiff in the sum of Eighty Eight Dollars and fifty three cents for money found to be due from the defendant to the plaintiff on an account then and there stated between them, And whereas the defendant afterwards on the 20th day of June A.D. 1852 at the County aforesaid in consideration of the premises respectively promised, the plaintiff to pay him the several moneys herein above mentioned [illegible] on request, yet the defendant hath disregarded his last mentioned promises and hath not paid any of the said last mentioned moneys or any part thereof to the damage of the Plaintiff of Eighty Eight Dollars and fifty three cents and therefore he brings his Suit &c

By J B Evans his Atty

D. 1332

Hugh Lee for the use of J. P. Barnes

vs

G. W. Poskette.

Debt $ 88,53

Costs 11,98

increase of costs 73

Sh's writ 73

Filed May 23d 1855

Saber Ranovell Clerk

Recorded

Received this writ March 21st A.D. 1855 and served the same April 16th A.D. 1855 and had the within described real estate appraised by the oaths of Joseph Rofs Bezaliel Bridge & Lyra C. Rood, Advertised the same in the Marysville Tribune a newspaper Published and in general circulation in Union County, Afterwards (to wit) on the 19th day of May 1855 between the hours of ten O'clock A.M. & four O'clock P.M. 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
Mileage	.75
Calling Inquest	1.00
Appraisers fee	1.50
Advertisement	.25
Printers fee	2.50
Return	.10
	$ 6.45

William H. Robb Sheriff.

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING: appraised according to law after you have had the same

We command you to expose to sale those Lands and Tenements of C. W. Rosette

the following described real estate lying and being in the County of Union and State of Ohio and in the Town of Richwood in said County to wit, Lots No. One hundred & thirty three One hundred & thirty four and One hundred & thirty five

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 Hugh Lee for the use of I. L. Converse

the sum of Eighty five

dollars, and fifty three cents for his debt ~~for~~

~~damages~~, together with Eleven dollars for 98 costs, with interest thereon from the 25th day of June A. D. 1853 until paid,

which late in our said Court the said Hugh Lee for the use of I. L. Converse

recovered against the said C. W. Rosette

as of record is manifest. Also, $~~1,46~~ 73 cents 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 debtors, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days.

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 21st day of March A. D. 1855.

Taber Randall Clerk.

D. A. 332

Hugh Lee for the use of
L. L. Converse
vs
C. W. Rozelle

Debt	$ 88.53
Costs	11.98
costs of Increase	8.71
this writ	70

Filed June 14, 1859
Jabez Randall Clerk

Recorded

Robinson & Robinson

Received this writ on the 16 day of may, 1859
The within described lands and tenements
was not Advertised for sale for want
of printers fees

Abraham Wiley, sheriff

Fees services	35
Mileage	85
Return	10
	$1,30

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 C. W. Roselle to wit, lots No's. One hundred thirty three (133) One hundred & thirty four (134) One hundred & thirty five (135) and One hundred & thirty six (136) in the Town of Richwood in said County of Union

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 Hugh Lee for the use of I. L. Converse

the sum of eighty eight dollars & fifty three cents for ~~dollars, and~~ ~~cents for~~ his debt ~~for~~ ~~damages~~, together with eleven 98/100 dollars for his costs, with interest thereon from the 25th day of June A. D. 1853 until paid, which late in our said Court the said Hugh Lee for the use of I. L. Converse recovered against the said C. W. Roselle

as of record is manifest. Also, $ 8.71 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 16th day of May A. D. 1859.

Taber Randall Clerk.

No A 338

Trust Sec for the use of J. H. Converse
vs
G W Beatty

Debt $85.53
Costs 11.98
Interest 43
Judg Trial
12 1854
Issue Execution

John B Coats
Atty for Pltff

Received this writ March 16th 1854
No Goods or Chattles found whereon to Levy
Levied March 17th 1854 upon the following described
Real Estate Lying and being in the County of
Union and State of Ohio and in the Town of
Richwood in said County to wit Lots Number
one hundred and thirty three one hundred and thirty
four one hundred and thirty five and one hundred
and thirty six

Returned by order of the Plaintiff

April 12th 1854

Fees Milage 5
Serv 35
Levy 35
Return 5
80

William C Martin Sheriff

1/3
1/4
1/5

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 25th day of June A. D. 1853 Hugh Lee for the use of J L Converse recovered against C W Rosette

as well as the sum of Eighty Five dollars and Fifty Three cents for his debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages~~; as also the sum of $ 11.98 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said C. W. Rosette

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 25th day of June A. D. 1853 until paid; also the sum of $ 0 73 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 16th day of March A. D., 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1852-CV-0060

No. 52-CW-60

Union Common Pleas Court.

Thomas Dougall, Plaintiff,

AGAINST

David Robinson, Defendant.

JUN TERM. 1853

Discontinued

Journal 5 Page 217

Record No. Page

No Record.

Ex. Doc. 14 Page 322

Law ~~#~~ 17

Thomas Duvall

vs

Daniel Robinson

cost bill made

no Recov

Thomas Stovall
vs
Dame Robinson

Transcript
for Appeal

Filed Nov 8th 1852
James Turner Clerk

Thomas Duvall
vs
Daniel Robinson

This suit is brought to Recover Damages Sustained by Plaintiff as per Bill of Particulars filed

Damages $8,00

Justice fees $2,20½

Constable fees $2,37½

Witnesses fees $6,50

June 22. 1852
On application of the Plaintiff Summons issued for the appearance of Defendant and Made returnable June 26th 1852 at 10. O'clock AM.

On application of the Plaintiff Subpoenas was issued for William Noble William Hayo S.L. Felkner S.W. Hill Jacob Bowersmith Daniel Duvall and Henry Hinton
By order of Defendant issued Subpoenas for Joseph T. Robinson Asa Robinson & Thomas N. Lenz

Summons returned in time endorsed Served by reading to Defendant June 22. 1852 fees 20c
Subpoenas Served & returned fees $2,17½ Levi Jenkins Const
June 26. 1852 10. O'clock AM
the parties present Suit called Witnesses Sworn and trial had and after hearing the Proofs and Litigations in the case it was considered by me that there was no cause of ~~action for the following~~ reason. That Suit was brought against the Defendant in his individual capacity Whereas he should have been sued as Supervisor. Whereupon Judg. was rendered against the Plaintiff for the cost of suit which was taxed at Eleven dollars and eight cents
John Hutchison J.P.

In the action of Thomas Duvall against Daniel Robinson I Sanford W. Hill do acknowledge Myself bail for the appellant in the Sum of fifty dollars to be levied on My goods & Chattles lands & tenements in case the appellant shall be condemned and shall fail to pay the Condemnation May and cost that have accrued or May accrue in the Court of Common pleas
Signed Sanford W. Hill
Taken Signed and acknowledged on the 3rd day of July AD 1852 before me
John Hutchison J.P.

State of Ohio Union Co. ss.
I hereby certify that the above is a true and a true copy from my Docket of the proceedings had by and before me in the above case
John Hutchisson J.P.

This transcript 3¼

Filed March 16 1853

James Swann Clerk

Daniel S.

Thomas Duvall
vs
Daniel Robinson

Issue a subpoena for the following witness

Jacob Bowersmith, ~~[illegible]~~, William Webb, Daniel Duvall, William Hays, Frederick Duvall, and ~~[illegible]~~ ~~[illegible]~~ returnable next term

Coles Porter
Attys for Pltff

To Clerk Com Pleas
March 16th 1853

Plaintiffs
Bill

Thomas Dowell } pr Damages $ 80.00
Daniel Rhinehart }

Suit brought to recover damages sustained by plaintiff, by reason of defendant wrongfully & illegally entering upon plaintiffs premises, on or about the 17th day of June 1852 and then and there throwing down plaintiffs fence, to wit about one hundred rods of fence situate on plaintiffs farm in Millcreek Township Union County Ohio. adjoining the Smart & Cole Road, whereby plaintiffs premises were opened to cattle hogs & other stock, whereby plaintiffs grain grass oats herbage &c. were greatly injured and destroyed, and other damages then and there did to the plaintiffs property, to his damage $80.00

age to the plaintiff while engaged in his said official duty in the removall of said obstruction in said common & public Highway

James W. Robinson
Atty for Deft

Hancock Circuit
vs
Daniel Robinson
Plea & notice

Filed April 23/53
James Lane Clerk

Daniel Robinson
vs
Thomas Durall

In Common Pleas

And the said Daniel Robinson comes &c when &c 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

James W. Robinson
Atty for Deft

The plaintiff will take notice that the defendant at the trial of this cause will give in Evidence and prove that the fences, which the plaintiff charges in said declaration to have been pulled, down, broken down and prostrated by the defendant, stood in the Smart & Cole Road which road is a public, and common Highway, and then and there obstructed said Road; That the plaintiff wrongfully permitted his said fence to obstruct said Highway; that the defendant was at the time said supposed trespasses were committed by the defendant, the Supervisor of Roads in the district where the lands were situated upon which the supposed trespasses were committed, and that the defendant acting as supervisor of said District which includes the said Smart & Cole road adjoining the plaintiffs land, did remove said obstruction while engaged in the performance of his official duty as said supervisor, and that no more injury was done to the premises, than was necessarily attendant on removing the obstructions standing in said Highway as aforesaid; and that the defendant will claim to be discharged from any liability for any and all of the supposed trespasses charged against him in said declaration on the ground that he did the same lawfully in his said official capacity and did no unnecessary dam=

Union Com Pleas

Thomas Duvall
vs
Daniel Robinson

Writ

Filed December 7 1852
James Irvin Clerk

Cole & Poster

State of Ohio } Court of Common Pleas
Union County ss } November Term AD 1862

Thomas Duvall, Complains of Daniel Robinson in a plea of trespass for that the defendant on or about the seventeenth day of June AD 1862 "with force and arms" &c broke and entered the Close of the plaintiff, situate in the Township of Millcreek in the County aforesaid adjoining the Smart and Cole Road, and then and there broke down removed prostrated and destroyed a great part to wit one hundred rods of the fences of the plaintiff of and belonging to his said Close: and with feet walking, and with Cattle trod down bruised and injured the Grain grass, oats herbage &c of the plaintiff of great value to wit five hundred dollars there then growing and being: and subverted and spoiled the earth the earth and soil of the said Close of the plaintiff, and with Cattle, to wit horses Cows steers heifers Calves oxen sheep and hogs, put up, depastured and destroyed Other the Grain Grass Oats herbage &c of the plaintiff of great value to wit forty dollars, then and there growing and being in the said Close of the plaintiff, and by reason of the several premises the said Close of the plaintiff became and was and is much impoverished and injured and deteriorated in value, and other wrongs to the plaintiff to the plaintiff then did to wit at the County aforesaid, against the peace and dignity of the State of Ohio, and to the damage of the plaintiff of eighty dollars and therefore he brings his suit &c

Dale & Porter his Attys

Civil/Domestic Case File

Case No. 1852-CV-0061

No. 52-CU-61

Union Common Pleas Court.

Village of Marysville
Plaintiff,

AGAINST

John Smith
Defendant.

JUN TERM. 1853

Discontinued

Journal 5 Page 218

Record No. No Record Page

Ex. Doc. A Page 167

Law No. 24

The Incorporate Village of the Town of Mansville
vs
John Smith

Civil bill
Crude
Certificate
allow

The Incorporation Village of Marysville O
vs
John Smith
Plea October 31st

Filed Nov 9 - 1852
Jas Turner Clerk

in power of the said John Smith, wherefore he prays that a ~~supersedeas~~ Certiorari and Supersedeas may issue, and that the said Judgement may be reversed annulled and held for nothing and that he may be restored to all things he has lost by reason thereof

Cole & Poste
his Attys

State of Ohio. Union County ss

The Incorporated Village of Marysville O.

The Incorporated Village of Marysville O. Pl
to
John Smith Def

Selling Intoxicating Liquors

Fine $10.00
Mayors Fees affd .25
Warrant .25
Subd 25
Swing 2 Witns 16
Swing 2 Witness 8
Bond 25
Summons 3 1/4
Marshals Fees 50

2 Witness 50. 1.00

Oct 29. A. J. Turner filed his affidavit that the Defendant John Smith keeps and Dispenses of Spirituous & Intoxicating Liquors within the Incorporated limits of Marysville O. in violation of an ordinance passed Decr 15th 1852.

Thereupon I issued a Warrant and delivered it to J. G. Sprague Marshall, which was returned Endorsed Served by bringing the Body of the said John Smith

J. G. Sprague Marshall
Fees $=25.

Oct 29th 1852.

The Defendant in Court — Where called for his Plea, denied that his true Name is ~~that~~ John Smith. Thereupon Requested to give his true Name if it be not John Smith — which he refused to do but Plead not guilty to the Charge as Contained in the affidavit.

Subpeanas were issued for Wm Bancroft & Israel Smith. Which was returned Endorsed Served by Reading.

fees=25 J. G. Sprague Marshall.

Wm Bancroft & Israel Smith were Sworn and Examined upon the part of the Village of Marysville.

After hearing the Testimony — It is Considered by me that the Charge is Sustained. and I assess a fine of Ten Dollars against John Smith and Costs of Suit — Fine Forfeit to Two Dollars

and fifty Cents. and Costs that may accrue,
and further it is ordered that the Defendant pay the fine and Costs to the Satisfaction of the Mayor or be imprisoned as the ordinance directs.

The Deft gave Notice of an appeal. Seventy five Dollars required for amt of Bond

In the above action of the Incorporated Village of Maysville against John Smith. I S. Hanley do acknowledge myself bail for the appellant in the Sum of Seventy five dollars to be Lied on my goods and Chattles Lands and Tenments, in Case the appellant shall be Condemned in the action and shall faid to pay the Condemnation Money, and Costs that have accrued, or may accrue in the Court of Comon Pleas.

Signed S. Hanley

Taken Signed and acknowledged before me this 29th day of October A.D. 1852
W.H. Frank Mayor

State of Ohio Mus Co ss
The incorporated Village of Maysville O.
I hereby certify the above to be a true copy of the proceedings in the above action, as appears of record on my Docket
Nov 1st 1852
W.H. Frank Mayor
of the Incorporated Village of Maysville O

And the said John Smith now comes and says that in the record and proceedings aforesaid there is manifest error in this to wit

II The Mayor erred in assessing a fine against Smith under the plea not guilty without allowing him an impartial and speedy trial by Jury

III The Mayor erred in assessing a fine in the name of the Incorporated Village of Marysville whereas it should have been in the name of the State of Ohio

IIII The Mayor taxed against Smith costs for trial beyond his docket fees

IV The Mayor taxed in his judgement the costs against Saml Smith ~~of costs~~ that may accrue.

V The Court ordered that Saml Smith pay the fine and costs to the satisfaction of the Mayor or be imprisoned

VI The Mayor in fact rendered judgement ~~against~~ in favor of no plaintiffs

VII The said Judgement was given in favor of the said The Incorporated Village of Marysville whereas be the laws of the land it should have been given in —

The Incorporated
Village of Marysville

vs } Bond

John Smith

Filed April 5 1858
James Lowner Clerk

Know all men by these presents that we Samuel Hawley and Robert Welsh of the County of Union and State of Ohio are held and firmly bound unto The Incorporated Village of Marysville (in the County & State aforesaid) in the penal sum of one hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves, our heirs executors and administrators, sealed with our Seals and dated this 28th day of March AD 1853.

The Condition of this obligation is such that whereas ~~the said~~ John Smith, did on the 24th day of March 1853 obtain the allowance of a writ of certiorari to remove into the Court of common Pleas of said County of Union, a certain judgement for the sum of ten dollars fine and two dollars & fifty cents costs, lately rendered against the said John Smith, by William H. Frank Mayor of the said The Incorporated Village of Marysville, (within said Union County) in a certain action then pending before him wherein the said The Incorporated Village of Marysville was plaintiff, and the said John Smith defendant, Now if the said John Smith shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of Certiorari, together with the amount of any judgement that may be rendered against the said John Smith on the further trial of said cause after the said judgement of the said Mayor shall have been set aside or reversed, or upon and after the appearance thereof in the said court of common Pleas, then this obligation shall be void otherwise in full force and virtue in Law

Approved by me
Lanny Lumer
Clerk U. Com Pleas

S Hawley (Seal)
Robert Welsh (Seal)

Marysville

v

Smith

motion to quash

appeal

Filed Nov 13 1852

James Lunn Clerk

The Incorporated village of Marysville

vs

John Smith }

The plaintiff in this case will move this court to quash this appeal for the cause that The ordinance under which the prosecution was had does not provide for an appeal to the court of Common Pleas

Barry & Robinson
Attys for Plff

Filed Nov

Affadavit B
A. S. Turner

The State of Ohio. Union Co ss
The Incorporated Village of Marysville.

Before me W.H. Hank Mayor of the Incorporated Village of Marysville. in said County. personally Came A.T. Turner who being duly sworn according to Law. deposeth and saith that he has reason to believe and does believe that Spirituous and Intoxicating Liquors are kept to be vended Sold or disposed of. and are disposed of. within the Incorporated Limits of said Village aforesaid. in violation of an Ordinance to prohibit the Sale of Spirituous Liquors. passed Dec 15 1851. and further this deponent saith that he believes one John Smith is guilty of the fact Charged. and further this deponent saith not

A. T. Turner

Sworn and subscribed to before me this 29th day of October A.D. 1852.

W.H. Hank Mayor.

Civil/Domestic Case File

Case No. 1852-CV-0062

No. 52-CV-62

Union Common Pleas Court.

David Cheldy
Plaintiff,

AGAINST

Jesse Mayo
Defendant.

JUN TERM 1853

Discontinued

Journal 5 Page 230

Record No. No Record. Page

Ex. Doc. A Page 308

Law 38

John Doe & Ux
David Childs
v
Jesse Mayo

Cert Bill made
no Record

said John, then and there did, to the damage of the said John ten dollars, and therefore he sues &c

By Curry & Robinson, his Attys

Messrs Jesse Mayo, Robert Malone, and Richard Wilkinson, 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 casual Ejector and having no title to the said premises, do advise you to appear at the 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 judgement will then be entered against me, by default, and you will be turned out of possession — Oct. 26th 1852 — Richard Roe

Personally served Jesse Mayo, Robert Malone and Richard Wilkinson tenants in possession of the premises in the within declaration mentioned, or a part thereof, Each with a true copy of this declaration and notice and at the same time acquainted Each of said tenants in possession, with the true intent and meaning of said of said declaration and notice, and the service thereof this 27th day of October A.D. 1852.

Fees Mileage 25
Fees 75
Copies 120
220

Novemb. 9th 1852

William C. Martin Sheriff

John Doe, Ex dem
David Childs
~
Richard Roe
Ejec. in Ejectt

Filed Nov 9 1852
James Irwin Clerk

The State of Ohio Miami County ss

Court of Common Pleas June Term AD 1852

John Doe complains of Richard Roe for that said Childs on the 1st day of August AD 1852 at the county aforesaid, had demised to the said John, the following lands and tenements, to wit being part of survey of land No. 5006, bounded as follows, to wit, Beginning at an ash, hickory and red oak, at the south corner of said survey, thence with the survey line N. 52° 40' E 104 poles to a sugar and white oak, thence N. 36° W 154½ poles to an ash sugar and hickory in the line of the original survey, thence S. 52 W. 104 poles to one green and two rotten sugar trees another corner of said survey, thence S. 36. E. 153½ poles to the begining containing one hundred acres more or less; and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, one hundred acres of arable land, one hundred acres of meadow land, one hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances situate in the county of Miami aforesaid, To have and to hold the same to the said John from the day and year aforesaid for the term of ten years, thence next ensuing, By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed of the same for the term aforesaid, and the said John being so possessed thereof, the said Richard afterwards, to wit, on the 1st day of September AD 1852 with force and arms entered into said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the

Union Common Pleas

John Doe Ex Dem
David Childs
vs
Jesse Mayo et als
Filed April 30th
A D 1853
James Turner
Clerk

G B Coals Atty

John Doe Ex Dem
David Childs
vs
Jesse Mayo et als

} In Ejectment

And the said Jesse Mayo 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, being part of Survey No. 3697. Beginning at a stake in the westerly line of a tract or parcel of land surveyed by William B Irwin, County Surveyor of Union County Ohio, for said Jesse Mayo, and conveyed to said Mayo by Andrew McNeil Auditor of Union County and State aforesaid, by deed bearing date of November 27th 1832; thence running ~~[illegible]~~ through said land North 47° 30 East 40 poles to a stake in the Easterly line of said land; thence with said line South, 37° East 20 poles to a stake in the South easterly corner of said land; thence with the southerly line thereof South 53 West 40 poles to a stake in the South westerly corner of the same; thence North 37° West 16½ poles to the beginning - Containing four acres and ninety poles, 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 J B Coats his Atty

Julia Nov 19 1852
Jamaica Inn Clue

John Doe Ex dem.
David Child
v
Richard Roe

Ejectment
In Union Common Pleas

Issue a Writ of ~~possession~~
Habere Facias. Possessionem in this case
returnable at the next Term

Curry & Robinson
Attys for Plff.

To the clerk of
Union Com. Pleas
Nov 19th 1882

Court of Common Pleas at their next term
and have then there this writ
Witness James Turner Clerk of
our said Court of Common
Pleas at Marysville this 19th
day of November AD 1852
James Turner Clerk

Union Common Pleas

John Doe Edson
David Child
vs
Richard Roe

Habere Facias

Filed March 14 1853
James Turner Clerk

Received this writ November 19 AD 1853
Returned by order of Jane W Robinson Attorney
Fees Mileage 40
Levy 35
Return 5
80
March 14th 1853
William L. Mahin Sheriff

The State of Ohio. Union County ss

To the Sheriff of said County Greeting

Whereas John Doe on the 15th day of November AD 1852 in our Court of Common Pleas within and for the County of Union. by the Judgment of the same Court recovered against, Richard Roe his Term. then and yet to come of the following Lands and tenements. to wit, Being part of Survey of land No 3006 bounded as follows to wit Beginning at an ash hickory and red oak at the south corner of said Survey, thence with the Survey line N 52° 40 E 104 poles to a sugar and white oak, thence N 36° W 154½ poles to an ash sugar and hickory in the line of the original Survey, thence S 52 W 104. poles to one green and two rotten sugar trees on other corner of said Survey thence S 36 E 153½ poles to the begining containing one hundred acres more or less and also ten messuages. ten cabbins. ten barns. ten stables. ten orchards. one hundred acres of orable land. one hundred acres of meadow land. one hundred acres of Pasture land. one hundred acres of wood land; one hundred acres of land covered with water and one hundred acres of other land with the appurtenances. situate & being in your bailiwick. which David Child had demised to the said John Doe for a term which is not yet Expired. and also the sum of one cent for his damages an Dollars his costs in that behalf Expended. therefore we command you that without delay you cause the said John Doe to have the possession of his said term yet to come of and in the tenements aforesaid with the appurtenances and in what manner you shall have Executed our command in this behalf make appear to our said

Civil/Domestic Case File

Case No. 1852-CV-0063

No. 52-CV-63

Union Common Pleas Court.

Jas D Alexander
Plaintiff,

AGAINST

Dra Kerzerlee
Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 247

Record No. No Record. Page

Ex. Doc. A Page 340

Law # 18

J. S. Alexander

vs

Ira Rizartee

Cert Bill made

no Recon

Union Com. Pleas

James S Alexander
v
Ira Kezartee

Praecipe in
Assumpsit

Filed Nov 10 1852
James Lyons Clerk

Entered
Lawson atty
for plaintiff

The State of Ohio
Union County ss

James S Alexander
vs
Ira Kezartee

Court of Common Pleas
November term 1852

In Assumpsit
Damages $500.

Issue summons for defendant returnable forthwith - Endorse

This suit is brought to recover the price & value of one Land Warrant, one horse, one mare, and one gelding sold & delivered by plaintiff to defendant about the month of August AD 1852 and converted by defendant to his use each of the value of $100 - Also for the hire & use of one mare, one horse &c for four months previous to commencement of this suit - Also for goods sold & delivered, money lent, had and received, on an account stated, work labor & materials, &c - and for breach of contract to deliver one mare, &c to plaintiff - Damages $500 -

Nov 10. 1852

J. C. Doughty
Lawrence & Wheat
Plffs Atty -

James S Alexander
vs
Ira Rogarter

Damages $500.

Filed Nov 10 1852
James Lyon Clerk

43
30
40
47
160

Laughlin & Lawrence
Attys for Plff

Served this writ by delivering to Ira Rogarter a certified copy of this writ
Fees Mileage 5
Serv 35
Copy 20
60

William G Mason Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

Ira Rezartee

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

James S Alexander

in a plea of Assumpsit

damages Five hundred dollars

and have you then there this writ.

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

the 10th day of November A. D., 1852

James Lowmer Clerk.

D S Alexander
vs
D. Regatta

Proof for Def

Filed June 6 1854
James Lunn Clerk

James Alexander
vs
Jos Kezurtee

Inson Com Pleas

Issue an Ex in favor of Kezurtee for costs in this case

Cobb & Porter
Atty for Defs

Clerk Com Pleas
Jan 6th 1843

Civil/Domestic Case File

Case No. 1852-CV-0064

No. 52-CV-64

Union Common Pleas Court

John A. Corwin for
Plaintiff,

against

John Milligan
Defendant.

OCT TERM. 1855

Dismissed

Journal 5 Page 434

Record No. No Record. Page

Ex. Doc. Page

Lines thus run by Lewis at the residence of John Milligan a certified copy of this run November 12th 1852

Run 12 & 14 12

Geo Mileage 50
Lewis 35
20
Copy 70 5

William Allen Surv'r

Suit Brought by defendants written contract with Plaintiff John A Conwin, dated Sept 8th 1857, and on common Counts

John A Conwin
for the use of
Adam R Blanchfon
vs
John Milligan

Filed Nov 12 1852
James Turner Clerk

A R Blanchfon
Atty for Pltff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

John Millizer

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

John A Conwin for the use of Adam R Blandford

in a plea of Assumpsit

damages Three hundred Dollars

and have you then there this writ.

Witness JAMES ~~CONNIE, Jr.~~ Turner, Clerk of said Court at Marysville,

the 10th day of November A. D., 1852

James Turner Clerk.

Amer Com Pleas

John Hanover ter &c

vs

John Milligan

Pcar. in Asspt

Filed Nov 10th 1852
James Turner Clerk

John A. Corwin for the use of Adam R. Blanchford
vs
John Milligan

Union Com Pleas

Assumpsit
Dam. $500.

Issue a Summons returnable forthwith, and endorse, "Suit brot on Defendant's written contract with plaintiff John Corwin, dated Sept. 8th 1851. and on common counts."

A. R. Blanchford

To the Clerk of said Court
Nov. 8, 1852.

Civil/Domestic Case File

Case No. 1852-CV-0065

Civil/Domestic Case File
Case No. 1852-CV-0066

No. 52-CV-66

Union Common Pleas Court.

Isaac W Heath
Plaintiff,

AGAINST

James W Brooks
Defendant.

NOV TERM. 1853

Settled

Journal 5 Page 266

Record No. No Record. Page

Ex. Doc. A Page 320

Law ~~72~~ ~~Ad~~ 9

Jason W Heath
vs
James W Brooks

Ck $ 172
Int 92
$ 2,64
Execut
Cost Paid
no Recon

Jason W Sheatz
v
James Brooks

Filed Nov 12 1852
James Lucas Clerk

A. C. Dwight
Atty for Plaintiff

Jason W. Heath
v
James Brooks

Assumpsit
Damages $~~150.00~~
$200.00

Issue a Summons Returnable forthwith. Endorse Suit. brought. to recover the price and value of goods. sold. and delivered. work. and labour done. Money. had. and received.

J. C. Dougherty atty
for plaintiff

To James Turner
Clerk of the C. Pleas

Aaron H. Heath
vs
James Brooks

Filed Nov 12 1852
James Dunn Clerk

P. C. Laughlin
Atty for Pltff

Suit Brought to Recover the price and value of goods sold and delivered, work and labour done money Lent and Recd

Served this writ by delivering to James Brooks a certified copy of this writ November 12th 1852

Nov 12th 1852 Fees Mileage 5
Serv 35
Copy 20
60

William C. Malone Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James Brooks

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 ~~a~~ unto ~~in chancery, exhibited against~~ ~~to~~

Jason W Beatty.

in a plea of Assumpsit

Damages Two hundred Dollars

And have you then there this writ

~~and this~~ ~~shall in no wise omit, under the penalty of one thousand dollars, and have you then there~~

~~this writ~~

Witness JAMES TURNER, Clerk of said Court, at Marysville,

the 12 day of Nov A. D. 1852

James Turner Clerk of Common Pleas.

James W. Heath
vs
James Brooks

Declaration

Filed Dec 20th 1852
Jas Lunor Clerk

For Sorghty oty
for plaintiff

State of Ohio, } Court of Common pleas.
Union County, } November Term AD 1852.

Jason W. Heath, complains of James Brooks, in a plea of Assumpsit, for that Whereas, the said James Brooks, on the first day of November AD 1852, at the County of Union and state of Ohio, was indebted, to the said Jason W. Heath in Two hundred Dollars, for the price and value of goods, then and there bargained, and sold by the Plaintiff to the Defendant at his request,

And in Two hundred Dollars for the price and value of goods then and there sold and delivered, by the Plaintiff to the Defendant at his request,

And in Two hundred Dollars, for the price and value of work, then and there done, and materials for the same provided by the Plaintiff for the Defendant at his request

And in two hundred dollars, for money then and there lent by the plaintiff to the Defendant at his request.

And in two hundred Dollars for money found to be due from the ~~Plaintiff~~ Defendant to the plaintiff on an account then and there stated between them,

Civil/Domestic Case File

Case No. 1852-CV-0067

No. 52-CW-67

Union Common Pleas Court.

C W Ballard

Plaintiff,

AGAINST

S A Cherry

Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

$676 66

Journal 5 Page 182

Record No. 6 Page 343

Ex. Doc. A Page 266

Term 43

C W B Allison
vs
S. A. Cheney

Cost bill made
Record

Execution issue
March 24 1853

Union Com Pleas,

Charles M. B. Allison

vs

S. A. Cherry

Prae In Assumpsit

Filed Nov 12 1852

James Irwin Clerk

Stanton & Allison

Charles W B Allison } In Assumpsit.
vs
S. A. Cherry } Damages $800.00

Issue a Summons returnable forthwith. Indorse on the writ, "Suit brought on note of hand given by defendant & payable to his own order and endorsed by him to Plaintiff for Six hundred and forty six dollars and eight one cents, dated March 15th 1852, payable Three months after the date thereof, &c, Also for goods sold and delivered, Money had and received, &c, Damages claimed as due Eight hundred dollars.

To the Clerk of Union County Common Pleas,
November 12th 1852

Stanton & Allison
Attorneys for Plff

Unrin Comm Pleas

Charles W. B. Allison
vs
L. A. Cherry

Filed Nov 13 1852
Geo. Dunn Clerk

Charles G. Allison
Atty for Pltff

suit brought on note of hand given by defendant payable to his own order and endorsed by him to Plaintiff for six hundred and forty six dollars and eighty one cents, dated March 15th 1852 payable three months after the date thereof &c Also for goods sold and delivered money had and received &c Damages claimed as due Eight hundred dollars

Served this writ November 13th 1852 by delivering to L A Cherry a certified copy of this writ

November 13 1852

Fees Milage 5
Levis 35
Copy 25
65

William C. Mulin Sheriff

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:

We command you to summon W. A. Cherry

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

Charles W. B. Allison

in a plea of assumpsit damages Eight hundred Dollars

and have you then there this writ.

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

the 12th day of November A. D. 1852

James Turner Clerk.

~~I certify the above to be a true copy of the original writ.~~

and whereas the defendant afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises, then and there promised to pay the said several last mentioned ~~[illegible]~~ sums of money to the plaintiff, on request; yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the plaintiff of eight hundred dollars and thereupon he brings suit &c.

By Stanton & Allison his Attys.

Illinois Cass
Charles H. B. Allison
vs
S. A. Cherry
In Champaign Suit

Filed December 6th 1852
James Turner Clerk

Stanton & Allison

The State of Ohio. Court of Common Pleas,
Union County, ss. November Term A.D. 1852.

Charles W. B. Allison complains of S. A. Cherry in a plea of Assumpsit for that whereas the said S. A. Cherry on the 15th day of March A.D. 1852, at Delaware, Ohio, to wit, at the County of Union aforesaid, made his promissory note in writing, and thereby promised to pay to his own order Six hundred and forty six dollars and eighty one cents, in three months after the date thereof, which period has now elapsed, and the said S. A. Cherry then and there indorsed and delivered the same to the said Charles W. B. Allison, and the said S. A. Cherry then and there, in consideration of the premises, promised to pay the amount of the said note to the said Charles W. B. Allison according to the tenor and effect thereof, and of the said indorsement thereof.

And also for that whereas the said S. A. Cherry on the 1st day of November A.D. 1852 at the County of Union aforesaid was indebted to the said Charles W. B. Allison in the sum of Eight 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 Eight hundred dollars for money then and there lent by the plaintiff to the defendant at his request;

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

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

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

A. 266

Charles R. B. Allison
vs
Samuel A Cherry

Damages $616.56
Costs 5.61
53

This writ

Office June 20 1853
Jarvis Lamson Clerk.

Newton & Allison
Attys for Plff

This 1st day of April A D 1853 Levied this writ upon the following described premises to wit a certain house situate in the Town of Salem Columbiana County Ohio on the lot No 65 in the plat 24 feet bounded West on Sandusky Street South by lands owned by L Gleason East by a lot of land owned by E M Littell & north by a piece of land owned by S W Littell ~~together~~ it being the same house now occupied by Charles Wooting as a Cigar Manufactory together with all the rights or privileges of the said Cherry to the above described tract of land on which the said house stands, by lease or otherwise

proceedings stayed by order of Plaintiff

Jan 1 1853 Fees 100

E L Vining Shff

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

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF Delaware COUNTY, GREETING:

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 21st day of March A. D. 1853 Charles W. B. Allison recovered against Samuel A. Cherry

as well as the sum of six hundred & seventy six dollars and

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

~~dollars and~~ Fifty six cents, for his damages; as also the sum of $ 5.61 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Samuel A. Cherry

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 21st day of March A. D. 1853 until paid; also the sum of $ 0 73 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 Charles W. B. Allison

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 25th day of March A. D., 1853

James Turner Clerk.

L. A. 267

C. W. B. Allison
vs.
Samuel A. Cherry

Damages $676,56
Costs 5,61
Increase of costs 13,56
This writ 73

Paid Sam'l Cherry 1853 $114,10
" Nov. 22d 1853 $327,51
" Nov. 24th 1853 $72,50
" Oct. 19th 1854 $100,00

105
400
100

Recorded

12387

Received this writ March 16 A.D. 1855

Amount of the within decree for sale of the mortgaged premises at least thirty days in the Mahaska County, Ottumwa (Iowa) on the 3rd day of May A.D. 1853 in favor of C. W. B. Allison for the sum of one hundred twenty three dollars & eighty seven cents, it being the amount of debt interest, & costs in this case

Fees of service $3,55
Advertisement 2,50
Mileage, &c 2,80
Commissions 2,42
$13,52

William H. Rolf Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Samuel A Cherry

A Stone house building standing on In Lot No 57 in the Town of Marysville also the following real estate bounded and described as follows to wit part of Survey No 3354 beginning at a stone in the East ~~or~~ line of the original Survey in the line of Adam Woolford thence with said line continuing the course thereof N 8° 45 W. Twenty seven poles to a stake thence N 89° 10 W Three poles to a stake thence S 8° 45 E twenty poles to A Woolfords line thence with his line S 89° 10' E three poles to the place of beginning containing eighty poles

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 sum of Charles W. B. Allison dollars

and Six hundred Seventy Six ~~for~~

fifty Six cents for

damages together with $ 5, 61 for his costs, with interest thereon from the 21st

day of March A. D. 1853 until paid, which late in our said Court the said

Charles W. B. Allison

recovered against the said Samuel A Cherry

as of record is manifest. Also, $ 13,56 increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & 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~~

And make due return in Sixty days

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

Witness, ~~JAMES TURNER,~~ Saber Randall Clerk of said Court at the Court House in Marysville, this 12th day of March A. D. 1855

~~Clerk~~

Saber Randall Clerk

An Inventory of a stock of goods taken as the property of S A Cherry at the suit of C W B Allison

1 Heavy Pilot vest
1 Cashmere vest figured
2 Grey Tweed "
3 Brown figured "
1 Valentia "
1 Cloth "
4 Cashmaret "
1 Grey Cashmere "
1 Drab " "
1 Summer cloth "
1 Spotted Casamere "
1 " Fancy satin "
1 " " "
1 Grey Tweed "
1 Flowered Silk "
12 Mendales Light "
3 Heavy " "
1 Linen "
2 Striped Linen "
1 pr Fine Striped Casamere Pants
1 " Mixed " "
7 " Plaid " "
3 " Fancy " "
1 " Mottle " "
1 " Brown " "
2 " Plaid " "
1 " Green " "
2 " Cassimett "
1 " Gray " "
3 " Coarse "
9 " " Heavy " "

2 Pr Fine Gray Casamere pants
2 " " Yellow " "
2 " Black Summer cloth "
1 Jeans coats
9 Heavy Lined Jeans coats
9 Light - " "
4 Tweed Jacks "
3 Mangolia Casamere "
3 Brown Tweed silk collars "
2 Light Jack Casamere "
2 Black " Tweeds "
2 Fine " " "
4 Cloth Jacks "
1 " Jacks "
2 " Sacks "
4 Jack Assorted colors "
2 Cashmeres "
2 Tweeds "
1 Heavy cloth "
3 Single Breast Beaver cloth over coats
3 Double " " "
2 " " " "
7 Short Coats
4 Coarse over "
9 Black Bombazin Summer coats
18 Pairs Over Pants
3 " Check "
2 " Blue Drill "
6 " Summer Jeans Pants
11 Hickory Shirts
1 " Boots fine " "
1 Mottled over Coat
38 Brown Linen "

23½ yds. Worsted Serge
13¾ " " "
10 " Drap pete
25 " Linen
5½ " Fancy Casamere
2⅓ " Gray "
4¼ " Summer "
2½ " Line Gray "
1½ " Check Vesting
1½ " Broad " "
2¼ " Worsted "
1½ " best Casamere
2¼ " Buff "
5 " Sambour
35 " Saletia
26 " Slate Co Saletia
3 " Black Saletia
9¾ " Drab Alpaca
7 " Black "
21¾ " Skirt Lining
6¾ " Cashmaret
10¼ " Drap "
5½ " Brown Cloth
4 " " "
4 " Black "
2 " " "
1¼ " Fine " "
4½ " Blue "
3¼ " Fine Black "
1 Piece Sambour marked A
1 " Casinett " B
1 " Mottled " C
1 " Pilot Cloth

1	Piece	Valinett	Marked	E
1	"	Casamer	"	F
1	"	"	"	G
1	"	"	"	H
1	"	Black Cloth	"	I
1	"	Tweed		J
1	"	Casinett		K
1	"	Lining		L
1	"	Filot Cloth		M
1	"	Casinett		N
1	"	"		O
1	"	Tweed		P
1	"	Sanborn		Q
1	"	Green Lining		R
1	"	Drilling		
1	"	Casamer		S
1	"	Casinett		T
1	"	Lining		U
1	"	Hard Lines		V
1	"	Cloaking		X
1	"	"	"	W
1	"	Tweed	"	Y
1	"	Glazed Muslin	"	Z
1	"	Summer Cloth	"	1
1	"	Tweed	"	2
1	"	Blue Drill	"	3
1	"	Green Valinties	"	4
1	"	Purple "	"	5
1	"	Satin Vesting	"	6
1	"	" "	"	7
1	"	" "	"	8
1	"	Drab Velvet	"	9
1	"	Brown "	"	10
1	"	Black "	"	11

1 Spool Twist
1 Lot of Skein Silk
3 Pieces Brown Binding
6 " Black "
1 " Buff Mersales Vesting
1 " Spotted
1 Lot Coat Laps
1 " of Buttons
8 White Shirts
3 Assorted do "
7 Neck Ties
1 Lot Shirt Collars
1 Piece Cotton Flannel

15 Small Dio Pans
12 Large " "
9 Tin Canisters
5 Nutmeg Graters
8 Small Pans
1 Large size Canister
1 Bread Tray
3 Tin Candle Sticks
2 Large Scoops
3 Small "
14 Cake Cutters
2 Small Tin cups
3 Large Coffee Boilers
4 " Pots
4 Tin Tumblers
6 Large Dippers
5 Small "
6 pr Candle Molds
2 Side " Sticks
4 Tea Pots
1 Large Pepper-
1 Small Oil Can
2 Strainers
2 Small Milk Pans
2 " Pot
1 Pepper Box
2 Tin Lamp
1 Tea Kettle
4 Large Horns
3 " Copper Boilers
2 " Tea Kettles
5 Round Iron Pans
1 Large Making Pot

7 Brass Kettle
1 Copper Kettle
1 Cullender
1 Iron pot
1 Oven & Lid
2 Skillets & ..
2 Plow Shears
1 Stove & Pipe
2 Pr And Irons
1 Clock
1 Look Glass
2 Brass Ladles
1 Small Water Pail
1 .. Oil Can
45 Cook Stoves with fixtures so far as they go
10 Parlor ..
1 Sheet-Iron ..
5 Blows
4 Pr And Irons
1 Lot of Stove pipe
2 Large Cast Kettles
8 Ovens with Lids
3 Skillets with Lids
5 Stew Kettles
9 Plow Shears

No 267
G. W. Bollison
vs
Samuel Sherry

Amount of Execution 56
Costs 5.61
Fees 13

Filed June 28 1853
James Dunlap

Received of Sheriff Malin Five dollars on the within June 27 1853
Martin Allison Atty for Plff

Received one hundred Dollars of Defendant Same 30 1853 to apply on this Execution
William C. Malin Sheriff

Received this writ March 24th 1853 ~~[illegible] of Cloths Casimers Satinetts Linsey March 24th 1853 Paid on Cloths and Testings and Cash Made Clothing and Testings~~

Levied March 24th 1853 by order of G W Bollison upon a Stock of Cloths Casimers Cassinett and ready Made Clothing and Testings also a Stone house Building that stands on Lot No 57 in the town of Marysville also a Lot of Cook Stoves with the furniture also of Parlor Stoves and a Lot of Sinware also the Lease of Saml Sherry ~~the~~ ~~the~~ occupancy of James C Dines for the South Part of said Lot No 57 on which said building stands for the term of one year – also Levied May the 10th 1853 upon the following described real Estate Bounded and described as follows to wit Part of Survey No 3354 Begining at a stone in the East line of the original Survey in the line of Adam Wolford thence with said line, continuing the course thereof N 8° 45 W twenty seven Poles to a stake thence N 89° 10 W three Poles to a stake thence S 8° 45 E twenty Poles to A Wolfords line thence with his line S 89° 10 E three Poles to the place of Begining containing eighty one Poles ~~[illegible]~~ known on the Record as out Lot No 44 in Marysville Advertised the above described Personal Property for sale in the Marysville Gazette a news paper published once in General circulation in union County Ohio for at Least ten days previous to the day of sale afterwards to wit before the day of sale the goods were released by order of the Plaintiff; also on the 1st day June AD 1853 the Stoves were ~~replaced~~ taken out of my hands by the Coroner with a writ of Replevin afterwards to wit on the 2 day of June 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 residue of the Property for sale and sold the tin ware to different individuals for fourteen dollars and Sixteen cents the Stone Room that stands on in Lot No 57 in Marysville was offered for sale but not sold for want of Bidders; ~~also advertised~~ and the above described Real Estate appraised on the 10th day of May AD 1853 by the oaths of Major Wasson Bill Welch and Samuel Hawley at two Hundred dollars Had the above described real Estate in the Marysville Gazette 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 2d day of June and before the day of sale the Execution was ordered to be Returned; the day the Real Estate was appraised I delivered to the Clerk from which this writ issued a certified copy of the appraisement; a Schedule of the Property levied upon is here with Returned Received of the Defendant one hundred Dollars on the 3d day of June AD 1853 and Paid the Plaintiff one hundred and five dollars see Receipt on the Back of this writ

Fees Milage	5
Levy	35
Levy	35
Copy of Appraisement	30
Advertising	25
Inquest	1 00
Poundage	2 28
Return	25
Brutus Fee	6 50
	11 33
Appraiser Fee	1 50
	12 83

June 24 1853

William C. Malin Sheriff

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 21st day of March A. D. 1853

Charles W B Allison

recovered against Samuel A Cherry

as well as the sum of Sixhundred & Seventy six dollars and Fifty six

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

~~dollars and~~ cents, for his damages; as also the sum of $ 5.61

for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Samuel A Cherry

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 21st day of March A. D. 1853 until paid; also the sum of $ 0.73 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 Charles W B Allison 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 24th day of March A. D., 1853

James Turner Clerk.

Recorded

Civil/Domestic Case File

Case No. 1852-CV-0068

No. 52-CV-68

Union Common Pleas Court.

John Funston
Plaintiff,

AGAINST

Joshua J Funston,
Defendant.

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$1412 86

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Union Common Pleas

John Fenneton

v

Joshua J. Fenneton

Dec. plea Insanol

Judgment confessed

Debt $1357.44
Dam 55.42

Filed Nov 13 1862
James Ivor Merlers

Costs Bill
made

Perkins
(Recorder)

The State of Ohio Union County ss.

Court of Common pleas Nov Term 1852

John Funston by E. Backus his attorney complains of Joshua J. Funston in a plea of Debt. For that whereas the said defendant by the name and style of J. J. Funston on the 6th day of March in the year 1852 at Colerain town 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 plaintiff, and thereby bound himself to pay to the plaintiff or order thirteen hundred fifty seven dollars forty four cents (1357.44) one day after the date thereof which period has long since elapsed. Yet the defendant hath not paid said money nor any part of it to the plaintiff to his damage one hundred dollars. wherefore he sues &c

E. Backus.

Joshua J. Funston } Union Common pleas
vs } In Debt
John Funston }

And the said Joshua J. Funston by J. R. Swan (an attorney at law of said State and of this Court and authorized to appear and act herein by virtue of a warrant of attorney for the purpose executed by the said Joshua J. and herewith filed) his attorney, now comes and defends &c. And for plea saith, that he cannot gainsay nor deny the plaintiffs said action, nor but that he doth owe and is indebted unto said plaintiff in the sum of $1357.44 in manner and form as the plaintiff hath declared against him, and confesses that the plaintiff hath sustained damages by reason of the detention of said debt to $55.42 And for said $1357.44 the debt aforesaid and said $55.42 the damages aforesaid and for the costs herein he consents that judgment may be now herein rendered against him. And he releases all errors herein and waives all right and benefit of appeal

J. R. Swan Atty. for Deft

$1357.44. One day after date I promise to pay to John Finston or order One thousand three hundred and fifty seven 44/100 Dollars for value rec'd. with interest.

And I do hereby authorize and empower Thomas Spencer or any other attorney at law in the State of Ohio to appear in any Court of record in said State at any regular term of such Court and waive the issuing and service of process, and confess a judgment against me, and in favor of said John Finston for the said sum of $1357.44 and costs with interest and thereupon to release all error and waive all right and benefit of appeal in my behalf.

Columbus March 6th, 1852 } L. L. Finston (Seal)

D. A. 201

John Hunston
vs
Joshua L Hunston

Debt	$1357.44
Damages	55.42
costs	2.15
This writ	.73

Filed March 9 1853
James Irwin Clerk

Levied this writ on the following goods and Chattels to wit - all the Stock of goods and fixtures in the Store room - the Stock and fixtures in the Basement and the Stock and fixtures in the Soap factory - and one head of Horse & Cart & Harness &c - and the Leasehold of Lots Nos 689 & 661 in the City of Columbus - as the property of Joshua D. Funston -

Nov 15th 1832

The above property was duly advertised and sold on the 27th day of November A.D. 1832 for $866.11 - as per schedule attached -

John Greenleaf Sheff

Costs $25.44
Originial 2.88
$28.32

60 lb Sugar 6c	3.60	John Funston
80 lb Rice 5c	4.00	" "
Lot of Salt	60c	" "
120 lb Coff & Barrel 11c	13.20	" "
Lot of Bed Cords & Rope	4.05	" "
Lot of Tin Ware	1.55	" "
62 Box Fancy Soap 1.40	86.80	
70 lb Soap 7 3/4 lb	5.42	
Lot Candle Wick 277 lb 22 c lb	60.94	
Lot Emty Boxes	70	~~C H Brown~~ Funston
1 Doz Brooms	1.05	John Funston
Lot of Glass	57	" "
1 Box Pepper	1.55	" "
23 Boxes Soap 60c	13.80	" "
Lot of Pepper	55	Moodey
19 Emty Soap Boxes	1.00	John Funston
1 Barrel Vinegar	3.30	" "
1 Barrel Molass.	8.75	" "
4 Box. Matches	1.30	" "
Lot Saleratus	10	" "
Lot Indigo	4.00	" "
Lot Tea	4.00	" "
Lot Ginger	12c	" "
Lot of Dip Candles	1.50	Moodey
Box Starch	60	" "
" Soda Crackers	72	John Funston
1 Box of Candles	3.00	Moodey
Lot of Candy Pipsage	1.41	John Funston
Lot of Sundries	1.60	" "
Box of Soap	1.31	" "
2 Box. Matches	63	" "
Soap & Twine	51	" "
Wrapping Paper	50	" "

Pipes &c	10	John Funston
Lot of Tobacco	100	" "
" " "	70	John Riley
Lot of Barrels Boxes &c	20	John Funston
Upper Shelf Contents	50	" "
2 Shelf "	75	" "
3 " "	50	" "
Lot of Soap	75	Moody
Soft Soap	34	John Funston
Lot Dishes	62	" "
" Candle Wicking	50	" "
Kegs Nails &c	50	" "
3 half Bushels	37	" "
Lots of Cakes & Bread	10	Mrs Funston
Tallow in the Seller		
5 Bbls Tallow 7 7/8 per ℔ 1193 ℔	93.95	John Funston
Lot of Tallow	30.50	" "
4 Boxes Candles	20.00	" "
Candles on the Rack	25.00	" "
Lot of Empty Boxes	10.00	" "
Box Candles	4.00	" "
Lot of Empty Barrels	6.00	" "
Lot of Cider	2.00	" "
Lot of Candles	50	John Riley
Lot of Wood	19.00	John Funston
Lot of Grease	50.00	" "
1 Bbl Tallow	20.00	" "
Lot Soft Soap	7.00	" "
Lot Rosin	30.00	" "
" Empty Barrels not Sold		
" Ashes	30.00	" "
" Ashes & Salt	1.50	" "
Lot of Corn Oats Boxes &c	5.00	" "
" Scraps	2.00	" "

Lot of Tallow	$50.00	John Funston
Palm Oil	60.00	" "
Lot of Tallow Oil	75.00	" "
1 Cart & Harness	100.00	" "
1 Bay Mare	65.00	" "
Lease Hold	5.00	" "
Hay in the Stable	5.00	" "
	$866.11	

Paid Plff $837.79

Civil/Domestic Case File

Case No. 1852-CV-0069

No. 52-CW-69

Union Common Pleas Court.

Chas Phillips et al
Plaintiff,

AGAINST

Patrick Curley et al
Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT
110 51

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Law 44

Charles Phillips &
Jas Hullinger
Admrs
vs
Patrick Conally
John Conner

Cost bill
Mace
Record

Thomas Phillips &
James Frellington
Adm^rs &c.

v

Patrick Connolly &
John Connor

Rec. for Sum

Filed November 18th 1852
James Lynn Clerk

Charles Phillis &
James Fullington Administrators
of Moses Fullington decd

vs

Patrick Connolly } Assumpsit
John Connor } Damages $200-

Issue a summons returnable
forthwith. Endorse "Suit brought on note
of hand given by defendants to Moses
Fullington order now decd for ninety five dollars
payable on the first day of July 1850
and dated February 28th 1850 = Also for
goods sold and delivered, money had and re=
=ceived &c damages claimed $200

Curry & Robinson
Attys for Plffs

To the clerk of
Union Com. Pleas
November 13th 1852

William Common Pleas

Charles Phillips & James Hullington Administrators of Moses Hullington dec'd

vs

Patrick Connolly
John Conner

Filed Apr 16 1852
Jeremiah Clark

Suit Brought on note of hand given by defendants to Moses Hullington or order now dec'd for ninety five dollars Payable on the first day of July A D 1850 and dated February 23 th 1850 - Also for goods sold and delivered money had and received &c damages claimed $200

Serd this writ by leaving at the Residence of John Conner a certified copy of the writ November 16th 1851 the within named Patrick Connelly Not found

Fees Mileage 50
Serv 55
Copy 25
1,30

William C Morris Sheriff

Curry & Robinson
Atty for Pltff

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:

We command you to summon Patrick Connally & John Conner,

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 Hullington Administrators of Moses Hullington dec'd,

in a plea of Assumpsit damages Two hundred dollars

and have you then there this writ.

Witness JAMES ~~NAMON, Jr.,~~ Turner Clerk of said Court at Marysville,

the 13th day of November A. D. 1850

James Turner Clerk.

~~Certify the above to be a true copy of the original writ.~~

or either of them

plaintiffs as administrators aforesaid, since the death of the said Moses Fullington, to the damage of the plaintiffs as administrators as aforesaid the sum of two hundred dollars & therefore they sue &c And the plaintiffs here bring into Court their letters of administration of the goods &c of the said Moses Fullington deceased duly granted by the Court of Common Pleas of said County granted to the plaintiffs in due form of law. which give sufficient evidence of the said grants of administration by said Court to the plaintiffs

By Curry & Robinson

Attys pr Plffs

Charles Phillips &
James Fullington
Administrators &c

vs

John Connor

Var

Filed Nov 28th 1842
Thos Lawrence Clerk

Cert Rules mailed

Recd

Paid

The State of Ohio } Court of Common Pleas
Miami County ss } November Term AD 1852

Charles Phellis & James Fullington Administrators of Moses Fullington deceased issued and sued out a writ of summons herein against Patrick Connolly and John Connor to which writ of summons the Sheriff returned "not found" as to the said Patrick Connolly, one of the defendants in said writ named, Thereupon the said Charles Phellis and James Fullington as said Administrators complain of John Connor in a plea of Assumpsit for that whereas on the 25th day of February AD 1850 at the county aforesaid the said John Connor with said Patrick Connolly made his promissory note in writing and delivered the same to Moses Fullington and thereby then and there promised to pay to the said Moses Fullington or order the sum of ninety five dollars on the 1st day of July AD 1850 which period hath elapsed. And whereas afterwards to wit on the day and year aforesaid at the county aforesaid the defendant was indebted to the said Moses Fullington in the sum of two hundred dollars for money then and there had and received of the said Moses Fullington by the defendant at his request; And in the sum of two hundred dollars for goods then and there sold and delivered to the defendant by the said Moses Fullington at defendants request And in the sum of two hundred dollars for money found to be due the said Moses Fullington from the defendant on an account then and there stated between them. And the defendant afterwards to wit on the first day of March AD 1850 promised to pay said last mentioned several sums of money on request. Yet though often requested to pay the same. The defendant hath disregarded all of his said promises & hath not paid said sums of money or either of them or any part thereof, nor hath the said Patrick Connolly to the said Moses Fullington in his lifetime, nor to the

Civil/Domestic Case File

Case No. 1852-CV-0070

Civil/Domestic Case File

Case No. 1852-CV-0071

No. 52-CW-71

Union Common Pleas Court.

Peter Hayden, Plaintiff,

AGAINST

Philip Snyder, Defendant.

MAR TERM. 1853

Settled

Journal 5 Page 200

Record No. No Record Page

Ex. Doc. A Page 272

Term 45

Peter Hayden

vs

Philip Snider

Cost bill made

No Record

Monroe Comm. Pleas

Peter Hayden
vs
Philip Snider

Praecipe

Filed Nov 16 1852
James Lowrie Clerk

P B Cooke Atty for Plff

Peter Hayden
vs
Philip Snider

In Assumpsit Damages
Three hundred Dollars

Issue a Summons returnable forth with. Indorse "Suit brought on note of hand given by ~~Plff~~ Defendant to Plaintiff for Two hundred and Seventy eight dollars fifty five cents, dated July 2. 1851. payable one year after date with interest. — Also for goods sold and delivered, and on an account stated, Damages claimed Three hundred Dollars"

P. B. Cole Atty.
for Plff.

To the Clerk Hum
Common Pleas

Dated Nov. 15. 1853

Peter Snyder
vs
Philip Snider

Filed Nov 16 1852
James Hume Clerk

Nov 16 1852
Rec'd

D B Cook
Atty for Plff

suit brought on note of hand given by Defendant to Plaintiff for two hundred and seventy eight Dollars & fifty ~~cents~~ five cents dated July 2nd 1851 payable one year after date with interest, Also for goods sold and delivered and on account Stated Damages Claimed three hundred Dollars

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:

We command you to summon Philip Snider

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,~~ Forth with to answer unto

Peter Hayelen

in a plea of assumpsit

damages Three hundred dollars

and have you then there this writ.

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

the 16th day of November A. D. 1852

James Turner Clerk.

~~Certify the above to be a true copy of the original writ.~~

part thereof to the damage of the plaintiff three hundred dollars. and thereupon he brings Suit &c

P B Cole his Atty

Union Com Pleas

Peter Hayden
vs
Philip Snider

Filed December 7 1852
Francis Lanier Clerk

State of Ohio } Court of Common Pleas
Union County ss } November Term AD 1852

Peter Hayden Complains of Phillip Snider in a plea of Assumsit for that whereas the defendant on the Second day of July AD 1851. at the County of Union aforesaid made his promissory note in writing. and delivered the Same to the plaintiff and thereby promised to pay to the plaintiff or bearer two hundred and Seventy ~~dollars~~ eight dollars and fifty five Cents (with interest from date) one Year after the date thereof. which period has now elapsed, and the defendant then and there in Consideration of the premises promised to pay the amount of the Said note to the plaintiff according to the tenor and effect thereof, And also for that whereas the defendant on the first day of November AD 1852 at the County aforesaid was indebted to the plaintiff in three hundred dollars for the price and value of good then and there Sold and delivered by the plaintiff to the defendant at his request; And in three hundred dollars for Money found to be due from the defendant to the plaintiff, on an account then and there Stated between them, And whereas the defendant afterward. on the first day of November AD 1852 aforesaid at the County aforesaid 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-

Civil/Domestic Case File
Case No. 1852-CV-0072

No. 52-CV-72

Union Common Pleas Court.

Rebecca Allen
Plaintiff,

AGAINST

Federal Ford
Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 227

Record No. No Record. Page

Ex. Doc. A Page

Law 27

Rebecca Allen
Administratrix of
E. T. Allen decd
vs
Federal Land
Transcript 31

Filed December 7 1852
James Thorn Clerk

515-16

no Rec
case tr

Lawson Marshall
for Parsons Bloomfield Co

Rebecca Allen
Administratrix of
the Estate of
E. T. Allen deceased
vs
Leideral Ford

Debt $23.11.
Summons 12½
Adjournment 10
Affidavit 25
Adjournment 10
Judgment 25
Transcript 31
Cost on Sum 15.

Bill of particulars & note filed Thereupon I issued a summons for appearance on the 16th day of August 1852 at 12 o'clock M. of said day this 5th day of August 1852. and delivered the same to John Baker Const Summons returned indorsed Served on the within named person by reading Service 5/ August 7th 1852 John Baker Const August 16th 52 12 o'clock M Defendant appeared in person asked an adjournment adjourned to the 4th Sept 1852 12 o'clock M. Sept 4th 1852 12 o'clock M. Parties appeared and cause adjourned by defendant asking the same and filing his affidavit that his material Witness was out of the State And paid the costs of adjournment Adjourned for trial on the 13th day of Nov 1852 12 o'clock M. Nov 13th 1852 12 o'clock M. Parties appeared trial had Thereupon I requested the parties to wait to 20th for a decision Nov 20th 1852 Therefore it is considered by me that defendant justly owes plaintiff the sum of $33.11. Therefore Judgment is rendered against defendant for the sum of thirty three dollars and eleven cents and the costs taxed at one dollar $1.00

State of Ohio Union County Liberty 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

Transcript 31 } J. E. Henderson J. P. of the aforesaid township

Rebecca Allen
admr
&
Lideral Ford

Motion to
quash.

Filed March 21 1853
James Swan Clerk

Union Com. Pleas

Rebecca Allen Administratrix of Edward T Allen decd
v
Lidreal Ford

Appeal from Docket of F. E. Henderson Justice of Peace

The plaintiff moves to quash the appeal taken in this cause by reason of irregularity in taking & consummating said appeal for following reasons

1 The appeal was not filed at the time prescribed by law
2. No appeal bond is filed
3. The transcript does not show that any appeal was taken or bond for appeal given
4. The recognizance of appeal on file is insufficient & for other reasons said appeal is irregular erroneous insufficient & defective

And plaintiff moves the Court to remand cause for execution to said Justice of the Peace & to order execution

Lawrence & West
Plffs Atys.

Filed Dec 10 1852
James Turner Clerk

3311
2966
345

The claims of Lidear Ford against the Estate of Edward Allen deceased. Said Edward Allen deceased, Owes the said Ford the sum of twenty Six Dollars. on a Duebill or Note given to Defendant sometime in the month of September 1850 which duebill is lost, or destroyed; and never was paid or cancelled, and can not be found. also which said Duebill was given for Cent Money. also three Dollars and sixty eight cents for Money given to Edward Allen to be given to Benjamine Morfit, which the said Allen never delivered over according to agreement or request

Lizard Ford

State of Ohio
Union County ss. I Lizdear Ford the owner of the annexed claims against the Estate of Edward Allen deceased, do make solemn Oath, that the same is justly due, that no payments have been made thereon and that there are no offsets against the same, to the knowledge and belief of the affiant

Sworn to and subscribed before me this 13th day of September AD 1852.

T. E. Henderson J. P.

Recognizance

In the action of Rebecca Allen Administratrix of the Estate of E. T. Allen deceased against Lidcral Lord I Joshua Ewin acknowledge myself bail for the appellant in the sum of one hundred dollars to be levied of my goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Commen pleas

~~Joshua~~ Ewin
Joshua Ewin

Taken signed and acknowledged on this 29th day of November in the Year 1852 before me

L E Henderson Justice of the Peace in and for Liberty Township Union Co.

Union Com Pleas

Rebecca Allen
adm
v
Lidrial Ford

Declaration

Filed March 22. 1853
James Lincoln

The State of Ohio Union County ss
Court of Common Pleas of the term of
March AD 1853

This cause comes into this Court by way of appeal from the Docket of H. E Henderson a Justice of the Peace in & for said County and now comes Rebecca Allen as Administratrix of all & singular the goods chattels & credits which were of Edward T Allen deceased at the time of his death who died intestate & complains of Lidreal Ford in a plea of assumpsit for that whereas the defendant on the 30th day of June AD 1851 at said County of Union made his promissory note in writing and delivered the same to the said Edward T Allen in his life time & thereby then & there promised to pay to the said Edward T Allen by & under the name of E T Allen, a bearer ~~two months~~ one day after the date thereof which period has now elapsed the sum of Thirty Dollars & seventy four cents, and the said Ford then & there in consideration of the premises promised to pay the amount of the said note to the said Edward T Allen according to the tenor & effect thereof: And whereas also the said defendant in the life time of the said Edward T Allen, to wit on the 10th day of July AD 1851 at said County was indebted to the said Edward T Allen in One hundred dollars for the price & value of goods ~~the~~ & chattels then & there sold & delivered by the said Edward T Allen to the defendant at his request: ~~And in One hundred~~

~~dollars for the price & value of goods then & there sold & delivered by the said Edward T Allen to said defendant at his request~~
And on One hundred Dollars for the price & value of work & labor then & there done & materials for the same provided by the said ~~plaintiff~~ Edward T Allen for the defendant at his request
And on One hundred Dollars for money then & there had & received by said defendant for the use of said Edward T Allen in his life time And on One hundred Dollars for money found to be due from the defendant to said Edward T Allen on an account then & there stated between them And the defendant afterwards in the life time of said Edward T Allen Joint on the day & year last aforesaid at said County in consideration of the premises respectively promised to pay the said last mentioned money respectively to said Edward T Allen on request: Yet he hath disregarded his promises & hath not paid any of the said moneys or any part thereof to the said Edward T Allen in his life time or since his death to the said plaintiff administratrix as aforesaid to the plaintiff's damage as administratrix aforesaid One hundred Dollars & therefore she sues And the plaintiff brings into Court here Letters of Administration which give sufficient evidence to the Court that she is administratrix of said Edward T Allen deceased

By Lawrence & West
Pltff's Attys

Lucreal Ford
ads
Rebecca Allen
admx &c

Filed April 13 1853
James Irwin Clerk

R C Clark
Atty for Plff

Sedreal Ford
vs
Rebecca Allen
admx of the Estate of
C. T. Allen deceased

Union Common
Pleas June Term

The defendant by H. G. Clark his Atty as to the sum of Thirty Dollars parcel of the moneys in first count mentioned says that the said plaintiff ought not to maintain his aforesaid action thereof against him because he says that on the day of September Eighteen Hundred and fifty he loaned said C. T. Allen the sum of Twenty Six dollars which remains due and unpaid also on the same day & year aforesaid deposited with the said Allen three dollars & sixty Eight cents to be paid by said Allen to Benjamine Mogit for defendant which moneys was never paid by said Allen or any part thereof (which the said Allen intended as an offset to said moneys mentioned in the first count mentioned) And this the defendant is ready to verify wherefore he prays judgment if the plaintiff ought to maintain his aforesaid action thereof against him

and as to the second count for a further plea says that he does not owe the said several sum of money alleged or any part thereof of this he puts himself upon the country &c

J Ablett Atty
for Plaintiff

Union Com. Pleas

Rebecca Allen Adm't

v

Lidial Ford

Replication &c

Filed June 23 1853

James Irvin Clerk

plaintiff's as said Administratrix any claim or demand as against the estate of said Edward T. Allen deceased duly authenticated and thro the plaintiff is ready & verily whereof the prayer judgment shall demand by her counsel on account of the wrongful taking mentioned in the first count of the declaration mentioned

Thos Updegraff

Clerk

Lawrence & Updegraff

Attys for Pltff

Rebecca Allen Administratrix
of Edward T Allen deceased
v
Ledreal Ford

Union Common Pleas

And the said plaintiff as to the first plea of said defendant by him first also pleaded says that said plaintiff by reason of any thing by said defendant in that plea alleged ought not to be barred from maintaining her aforesaid action in the first count of the declaration mentioned because she says that the said defendant did not at any time loan the said E T Allen the said sum of Twenty six Dollars or any sum in manner & form as in said plea alleged and this the plaintiff prays may be enquired of by the Country &c and the defendant doth the like

And for a further replication said plaintiff says that as to said first plea by defendant pleaded the plaintiff ought not by reason of any thing therein to be barred of her action in the first count of the declaration mentioned because she says that said defendant did not at any time deposit with said E T Allen three dollars & sixty cents nor any sum in manner & form as in said plea alleged & this she prays may be enquired of by the Country

And for a further replication by leave of Court said plaintiff Rebecca Allen as said Administratrix says that said plaintiff by reason of any thing in said first plea first also pleaded ought not to be barred from maintaining her aforesaid action in the first count of the declaration mentioned because she says that said defendant ~~never~~ made out & presented to said

These depositions are excepted to by Rebecca Allen admx of E T Allen for following reasons

1- There is no evidence that they were taken before an officer & they are not authenticated properly

2. They are hearsay, questions leading irrelevant & incompetent & are otherwise defective

June 23. 1853 Lawrence & West
Pltffs Atty

Exceptions filed on the 23rd June 1853
James Lemon Clerk

Deposition of Benjamin Moffitt taken in a Cause pending in the Court of Common pleas of Union County Ohio wherein Rebecca Allen administratrix of the Estate of E. J. Allen Decd is plaintiff and Lidreal Ford is defendent and for some defendent in pursuance of the notice hereto attached and at the time and place therein mentioned Defendent present

Benjamin Moffitt of the County of Champaign of lawfull age being first duly sworn by me as hereafter certified deposes as follows

1st Question by Deft

did you ever receive any money of E. J. Allen to be paid to Elizabeth Wilson

Answer, I never did to my recolection

2nd Question did you ever render stand from Elizabeth Wilson that there was some money to be left with you for her from Lidreal Ford

Answer I did hear her say that she expected some to be left with me from Lidreal Ford for her

Benjamin Moffitt

I, A. O. Johnson a justice of the peace in & for the Township of Wayne in the County of Champaign Ohio do hereby certify that the above named Benjamin Moffitt 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 18th day of May in the year 1853 A. O. Johnson J.P.

Justice fees $ 1.00
Witness .50
paid by Deft

Rebecca Allen Admx
of the Estate of E. S. Allen deceased
vs
Sedreal Ford

In Minor
Com Pleas
Ohio

Depositions will be taken in this case, by the defendant, at Sq Johnsons in the town of Middletown, County of Champaign, Ohio, on the 10th of May next, between the H. of A. M. and nine P. M. April 21st 1853.

Sedreal Ford by
R. C. Clark his Atty

Service acknowledged
April 23. 1853 Lawrence & Mast
attys for Pltffs

I G. E. Henderson a Justice of the peace in and for the township of Liberty in the County of Union Ohio do hereby certify that the within named Hiram Norris was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him respectively subscribed were reduced to writing by me and was taken at the time and place specified in the inclosed notice

In testimony Whereof I have hereunto set my hand ~~and seal~~ this April 1st 1853

G. E. Henderson J. P.

The plaintiff excepts to the deposition in question for informality, authenticated or not signed by officer and no notice was given or attached to deposition

2. Defendants objection incompetent & irrelevant

Exceptions filed January 23-1853

Sealed up and addressed by me

G. E. Henderson

Justice of the Peace

request of Attorney 1853

Opened at the request of plaintiffs Jan 23 1853

Seal broken

Office of the Justice of the Peace

Delivered to Clerk Union County Court

Depositions of Witnesses taken in a cause pending in the Court Court of Common Pleas for Union Co Ohio Wherein Rebecca Allen Administratrix of the Estate of C J Allen deceased is plaintiff and Lideral Ford is defendant in pursuance of the Notice hereunto attached and at the time and place therein mentioned L. L. Strain agent for plaintiff present & R. C. Clark atty for defendant present

Hiram Novill of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes as follows

Ques State whether you Ever Knew of C J Allen deceased borrowing money of the defendant and at what time

Answer I knew of him borrowing money from L. Ford he got it two years from the forepart of last fall

Ques State whether you ever heard say he gave Mr Allen gave Mr Ford his double for the money

Answer I heard talk of a due bill in Mr Allens store but whether Mr Allen spoke of it or some other person I could not say

Cross examination:

Do you know the amount of money borrowed?

Answer No:

Where was the money borrowed

Ques were you present when Mr. Allen got it

Answer I do not know where the money was borrowed I was not present but heard Mr Allen say that he borrowed money from Lideral Ford

Ques What was Mr. Allen's words when he told you he had borrowed the money

Answer That Mr Allen said he borrowed money from Lideral

his mark

Hiram Novill

Rebecca Allen
Admx &c
vs
L Lord
Notice for Def

Rebecca Allen
Administratrix of
C T Allen deceased
vs
Ledrick Ford

In Union Common Pleas

Depositions will be taken in this case, by the defendant at the office of L C Henderson a justice of the Peace in the Town of Marion Union Co Ohio on the first day of April Eighteen Hundred and fifty three between the hours of 8 A M. and nine P M

Dated March 24th 1853

Ledrick Ford
by H C Colcord, Atty

Service Acknowledged
March 28. 1853 Pearson & Wash
attys for Pltff

Filed June 4 1853
James Turner Clerk

Opened at request of
Pltffs Attorney
June 23 1853
James Turner Clerk

Deposition of witness taken in cause pending in the court of Common pleas, Union County Ohio wherein Rebecca Allen administrating of the Estate of E. T. Allen (deceased) is plantiff and Lilleral Ford is Defendent and for said Defendent in pursuance of the Notice hereto Attached and at the time and place therein mentioned the Defendent present ~~only~~ the agent Dania Wilker came in the ~~the~~ time of taking the Jose. H. Ganwood of the county of Logan of lawful age being first duly sworn by me as hereafter certified Deposes as follows

1st Question is to State what you know in this cause I as agent for Robert vance of the State of Indiana receive money of E. T. Allen in year 1848 49 and 50 by order of Lilleral Ford for the use of said vance it may be that one payment 51 and on receiving one of the payment Mr Allen stated to me that Lilleral Ford was predated to him Jose H Ganwood

witness fees 50 cent paid

I John Walker a justice of the peace in and for the Township Zane in the county Logan State of Ohio Do hereby certify that the above named Jose H Ganwood were by me first duly to testify the truth the hole truth and nothing but the truth and that the forgoing Depositions by him respectively subscribed were reduced to writing by and were taken at the time and place specified in the inclosed Notice pertaining whereof I ~~have hereunto~~ set my hand this Day may 16th 1853

My fees 40 cents paid John Walker J. P. (Seal)

Rebecca Allen Admx
of the Estate of E. T. Allen deceased
vs
Lidreal Ford

In Union Common Pleas Ohio

Depositions will be taken in this case, by the ~~Defendant~~ Atty, at Sq Walkers in the Town of Millcreek, County of Logan, Ohio, on the 16th day of May next, between six A.M. and nine P.M. Apr 21st, 1853.

Lidreal Ford
by McClelland & Ds
Atty

Service acknowledged
April 22 1853. Secured Mes K
attys for Plff

opened at Request of
Plffs Attorney
June 29 1853
James Lane Clerk

Received in evidence

Seen by me
W. G. Pickman

Depositions in
Cause of Estate of
E. T. Allen vs Lurial
Ford

Filed June 4 - 1853
James Turner Clerk

Justices Session

To the Clerk of the Circuit
Court of Pleas and Quarter
Sessions of Cumberland County

Civil/Domestic Case File

Case No. 1852-CV-0073

No. 52-CV-73

Union Common Pleas Court.

Marysville, Village of, Plaintiff,

AGAINST

Samuel Hawley Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

No Record.

Journal 5 Page 206

Record No. No Record Page

Ex. Doc. A Page 205

Samuel Hurley
Robert Welsh

To Bond

The Incorporated Village
of Marysville

Filed December
14 - 1852
James Lyons clerk

Cost bill
made
No Rec

Know all men by these presents that we Samuel Hawley and Robert Welch of the County of Union and State of Ohio are held and firmly bound unto the Incorporated Village of Marysville in the State aforesaid and County aforesaid in the penal sum of one hundred dollars to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves our heirs executors and administrators. Sealed with our seal and dated this 14th day of December AD 1852.

The Condition of the above obligation is such, that whereas the said Samuel Hawley, hath on the eleventh day of December AD 1852 obtained the allowance of a writ of Certiorari to remove into the Court of Common pleas of said County of Union a certain judgement for the sum of ten dollars fine and four dollars and eleven cents cost lately rendered against the said Samuel Hawley by Wm H. Frank, Mayor of the Incorporated Village of Marysville, in said County of Union in a certain action then pending before him wherein the said "The Incorporated Village of Marysville was plaintiff and the said Samuel Hawley defendant, Now if the said Samuel Hawley shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of Certiorari together with the amount of any judgement that may be rendered against the said Samuel Hawley on the further trial of said cause after the said judgement of the said Mayor shall have been set aside or reversed as upon and after the appearance thereof in the said Court of Common Pleas, then this obligation shall be void; Otherwise in full force and virtue in Law

Samuel Hawley Seal
Robert Welch Seal

Approved by me
James Lemmon Clerk Com Pleas of Union County

And the said Samuel Hawley now comes and says that in the record and proceedings aforesaid there is manifest error in this to wit

I The Court Erred in assessing a fine against said Hawley under the plea of not guilty without allowing him a public & impartial trial by Jury

II The Court erred in rendering judgement and assessing a fine in favor of the Incorporated Village of Marysville, whereas by the laws of the land it should have been in the name of the State of Ohio

III The court rendered judgement for and taxed the costs against said Hawley of witnesses which were subpoenaed by the plaintiff, exceeding two to prove the same fact

IV The Court Erred in rendering judgement against him for the costs that may accrue

V The Court erred in rendering judgement against said Hawley that he pay the fine or secure the same, or go to jail untill said fine and costs are fully paid

VI The Court rendered judgement against said Hawley, for the Court costs of trial beyond his docket fees

VII The Court in fact assessed a fine in favor of no plaintiff

VIII The Court erred, in assessing a fine at one time for different offences

IX The said judgement was given in favor of the said The Incorporated Village of Marysville, whereas by the laws of the land it ought to have been given in favor of the said Samuel Thurley, Wherefore the said Samuel Thurley prays that said Judgement may be reversed annulled and held for nothing and that he may be restored to all things he has lost by reason thereof

Cole & Foster
his Atty

State of Ohio Union Co } The Incorporated Village of Marysville O.

The Incorporated Village of Marysville O. Pl
to
Samuel Hawley Def

Fine	$10 00
Offd	.25
Warrt	.25
Subpns 5	30
Lig 5 mileage	20
5 Retns of	250
Trial	25
Marshals fees	56
Executn	25
Transcp to Def. 31/2 lois.	
Filing Transcp 35	

Charge
Selling Spirituous and Intoxicating Liquors for other purposes than Medical or Mechanical in violation of an ordinance passed Jan 1851.

Nov 27 1852 This day came Andrew McNeal and filed his affidavit that Saml Hawley Keeper Blendee, and did sell Spirituous and Intoxicating Liquors for other purposes than Medical or Mechanical in the Incorporated Village of Marysville

Then upon I issued a warrant and returned and delivered to I. S. Sprague Marshall of said Village On the 3d day of December A.D. 1852.

Dec 3d 1852 Subpoenas issued for A. R. Hunter Washington Turner Robert Welch Isaiah Beal & B. F. Maxwell and delivered to I. S. Sprague Marshall. Which was returned Endorsed Served by reading to all the within named persons fee 31 cents I. S. Sprague Marshall.

Dec 3d 1852 Warrant returned Endorsed Served by bringing the Body and he is now in Court

Dec 3 1852 I. S. Sprague Marshall. fees 25

Dec 3d 1852 Defendant in Court and for Plea says he is not Guilty. A. R. Hunter Washington Turner Robert Welch Isaiah Beal & B. F. Maxwell were sworn and examined, after hearing the testimony it is considered by me that the charge for selling Spirituous ~~and~~ Intoxicating Liquors upon and previous to the

27th day of November A.D. 1852. the time of the filing affadavit. has been fully proven and sustained.

and I assess a fine against Samuel Hanley of Ten Dollars and costs of suit taxed to Four dollars and Eleven Cents. and that he pay said fine or secure the same to the satisfaction of the Mayor or go to Jail. until the said fine and costs be paid. as provided for an Ordinance for the purpose of securing fines assessed by the Mayor. The defendant gave notice of an appeal. The Court refused to take bail for an appeal. not considering it an appealable case.

Decr 30 1852 Execution issued to J. G. Sprague Marshall which was returned by the Mayor in consequence of a writ of Certiorari being allowed. Execution endorsed. Decr 10 1852 this day levy made upon property as follows.
One set of Iris horse harness and double barrell shot gun and Old tin mops Clock. to satisfy an Execution against Samuel Hanley inhabitant of the incorporated Village of Mansville

fees 25 J. G. Sprague Marshall

Decr 7th 1852 Transcript issued to Samuel Hanley.

March 21st 1853 Transcript issued and delivered to Clerk of Court of Lyon Co O. in compliance with the accompanying writ of certiorari.

State of Ohio. Lyon County The Incorporated Village of Mansville ss I hereby certify the above to be a true copy of proceedings had by and before me in the above cause as appears of record on my docket.

March 21st 1853. W. H. Franch Mayor of the Incorporated Village of Mansville.

me that the charge - for selling Spirituous and Intoxicating Liquors upon and previous to the 27th Day of November A.D. 1852 the Time of the filing of the affidavit: have been fully proven and sustained - and I assess a fine against Samuel Hanley of Ten Dollars and Costs of Suit - herein taxed to form Dollars and Eleven Cents and costs that may accrue. and that he pay said fine or secure the same to the satisfaction of the Mayor or go to Jail untill said fine and costs be fully paid as provided for by an ordinance for the purpose of securing fines assessed by the Mayor.

The defendant gave notice of an appeal. the Court refused to take bail for an appeal. upon the grounds that the case is not an appealable one

Decr 3rd 1852 Execution issued to Jas. J. Sprague Marshall.

State of Ohio Union County ss
The Incorporated Village of Marysville O.
I hereby certify the foregoing to be a true Copy of proceedings had by and before me in the above action of The Incorporated Village of Marysville. against Samuel Hanley

Given under my hand and Seal this 7th Day of Decr A.D. 1852 W. H. Frank Esq Mayor of the Incorporated Village of Mysville

Filed Dec 8th 1852
Thos Brown Clk

Incorporated Village of Marysville vs. Samuel Hanley Appeal Bond

Samuel Hanley
Jas. J. Sprague
Thos Brown

Filed in the Clerk's Office of the Common Pleas Court of Union County Ohio.
This 11th 1852. Thos. McCoy
Clerk

VIII The Court erred in assessing a fine ~~for~~ at one time for Different offences

IX

IX The said Judgement was given in favor of the said "The Incorporated Village of Marysville" whereas by the laws of the land it ought to have been given in favor of the said Samuel Hurley. Wherefore the said Samuel Hurley prays that a Citation and Supersedeas may issue and that the said judgement may be reversed annulled and held for nothing, and that he may be restored to all things he has lost by reason thereof

Cole & Porter his Attys

State of Ohio Union Co ss
The Incorporated Village of Marysville O.

The Incorporated Village of Marysville Pltf
vs
Samuel Hanley Deft

Charge —
Selling Spirituous and Intoxicating Liquors for other purposes than Medical or Mechanical in violation of an Ordinance passed Dec 15th 1851.

Fine $10.00
Tax affidavit 25
Warrant 35
issuing 5 Subpoenas 20
Serving 5 witnesses 20
Trial 25
Marshals Fees 50
5 Witnesses 50 — 2.50

Transcript 31½ Paid

Nov 27th 1852 This day Came Andrew McNeal and filed his affadavit that Samuel Hanley Kept vended and Sold Spirituous and Intoxicating Liquors for other purposes than Medical or Mechanical in the Incorporated Limits of Marysville.
Thereupon I Issued a warrant and delivered to I. G. Sprague Marshall of said Village on the 3d day of December A.D. 1852

Decr 3d 1852 Subpoenas issued for A. R. Hunter Washington Turner Robert Welch Isaiah Beal & B. F. Maxwell. and delivered to I. G. Sprague Marshal — which was returned endorsed Served by Reading to all of the within named persons
fees — 31
I. G. Sprague Marshall

Decr 3d 1852 Warrant returned Endorsed Served by bringing the Body and he is now in Court. Dec 3d 1852. fees $1-25
I. G. Sprague Marshall

Decr 3d 1852. Defendant in Court. and for Plea says he is not guilty. A. R. Hunter. Washington Turner. Robert Welch. Isaiah Beal & B. F. Maxwell were sworn and Examined. after hearing the Testimony. it is Considered by

And the said Samuel Hanley now Comes and says that in the record and proceedings aforesaid there is manifest Error in this to wit

And the said Samuel Hawley now Comes and says that in the record and proceedings aforesaid there is manifest Error in this to wit

I The Court Erred in assessing a fine against Said Samuel Hawley (under the plea not Guilty) Without a public and impartial trial by Jury

II The Court erred in rendering Judgement and assessing a fine in favor of "The Incorporated Village of Marysville" whereas by the laws of the land it should have been in the name of the "State of Ohio"

III The Court rendered judgement for and taxed the Costs against Said Hawley, of witnesses which were Subpoenaed by the plaintiffs exceeding two to prove the same fact.

IV The Court erred in rendering judgement against him for the Costs that may accrue

V The Court rendered Judgment against Said Hawley that he pay the fine or serve the same, or go to Jail untile Said fine and Costs are fully paid.

VI The Court rendered Judgement against said Hawley for the Court Costs of "Trial" beyond his docket fees

VII The Court in fact assessed a fine in favor of no plaintiff.

The Incorporated Village of Marysville

vs

Samuel Hunsley

Writ of Certiorari

C & P. Attys

State of Ohio Union County.

To W.m H. Frank Mayor of the Incorporated Village of Marysville. Greeting;

We Command you that a certified transcript of the record and proceedings of a certain suit lately pending before you wherein The Incorporated Village of Marysville, was plaintiff and Samuel Hanley was defendant, and wherein on the third day of December AD 1852 you rendered a judgement for the sum of ten dollars fine and four dollars and Eleven Cents costs, in favor of the said "The Incorporated Village of Marysville" against the said Samuel Hanley, with all things touching the the same, as fully as the same are now before you; You send, Sealed and Enclosed, with this writ, to our Court of Common Pleas, within and for the said County of Union, on the first day of their next term.

Witness James Turner Clerk, of our said Court of Common Pleas this 14th day of December AD 1852

James Turner Clerk

I, acknowledge receipt of the within notice this 8th day of March AD 1853

Wm H Maclaren Recorder
of Deeds for Allegheny

Filed March 11 1853

James Lynn Clerk

To M. H. Wellhaus Recorder of the Incorporated Village of Marysville.

Take notice, that at my instance a writ of certiorari has been allowed and issued to remove into the Court of Common Pleas of Union County Ohio, a judgement ren-dered against me in favor of the Incorporated Village of Marysville, on the third day of December AD 1852, by William H. Funk Mayor of said Village in said County of Union for the sum ten dollars fine, and four dollars and eleven cents Costs, and that the next term of said Court, I shall pray a reversal of said Judgement

March 8th 1853

Samuel Hawley