Civil/Domestic Case File

Case No. 1853-CV-0001

No. 53-CU-1

Union Common Pleas Court.

George Kaufler
Plaintiff,

AGAINST

N. Hartetal
Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT

$135-23

Journal 5 Page 225

Record No. 6 Page 398

Ex. Doc. A Page 322

Term No ~~23~~ 25

George Hamlet

vs

N Hart Et al

Cost Bill made

Record

Union Com. Pleas

Geo. Hamlet

v.

N. Hart &

Samuel Stout

Pre. in Assumpsit.

Filed Jany 14th 1853

James Turner Clerk

George Hamlet
vs
N. Hunt &
Samuel Stout

Union Common Plea.
In Assumpsit.
Damages $200.00

In this Case the Clerk will issue summons, (to Delaware County as to N. Hunt and to Union County as to Samuel Stout) returnable at next Term, Indorse "Suit brought on note of hand given by defts. to plaintiff for $130.50, dated Sept. 16, 1852, due thirty days after that date, payable at Champaign County Bank, Urbana — Whole amount of principal & interest due & unpaid."

Young & Leedom,
Attys. for Plff.

January 6, 1853.

Illinois Cham Plea
George Bunkler
vs
Samuel Stout &
Samuel Stout Jr.
Damages $200.00

Filed Feby 7 1853
James Monroe Clerk

Suit brought on note of hand given by defendants to plaintiff for $130.50 dated September 16th 1852 due thirty days after that date payable at Champaign County Bank Urbana. which amount of principal & interest due & unpaid

Young & Leech
Attys for Plff

Received this Writ January 14th 1853
Served this Writ February 1st 1853 by leaving at the Residence Samuel Stout a certified copy of this Writ N Hart Not found

Fees Mileage	60
Serv	50
Return	5
	$1.15

Feby 7th 1853

William C. Martin Sheriff

The State of Ohio. Union County ss

To the Sheriff of said County Greeting

We command you to summon N. Hart &
Samuel Stout
if they may be found in your bailiwick to be and appear
before the Court of Common Pleas of said County of
Union at the Court House in Marysville on the first
day of the next term thereof to answer unto
George Hamlet — in a plea of
Assumpsit. Damages Two hundred dollars
and have you then there this writ

Witness James Turner Clerk of
said Court at Marysville the
14th day of January AD 1853

James Turner Clerk

Union County Pleas

George Hamlet
vs
P. Hart &
Daniel Short

Damages $200.00

Serve by giving to
P. Hart a copy of
this writ
Samuel Short not
found in Bond-
Union Co.
J. C. Pl. 60
10 m. J. 50
Rec Feb 1 1853 $1.10
E. G. Poring Shff

Suit brought on note of hand given by defendants to plaintiff for $130.50, dated September 16 - 1852 due thirty days after that date, payable at Champaign County Bank Urbanna which amount of principal & interest due & unpaid

Young & Lind
Attys for Pltff

Filed February 10 - 1853
Amos Lomer Clerk

The State of Ohio, Union County ss

To the Sheriff of the County of Delaware Greeting

We Command you to Summon N. Hart and Samuel Stout if they may be found in your bailiwick to be and appear before the Court of Common pleas of said County of Union at the Court House in Marysville on the first day of the next Term thereof to answer unto George Hamlet in a plea of Assumpsit. Damages Two hundred dollars. And have you then there this Writ

Witness James Turner Clerk of said Court at Marysville the 14th day of January A.D. 1853

James Turner Clerk

Union Com. Pleas

George Hamilt

vs

A. Hart &

Samuel Stout

Nar. in Assumpsit

3

Filed April 21 1853

James Turner Clerk

Young & Leedom, Atys.

Union County Court of Common Pleas of
the Term of March A. D. 1853.

The State of Ohio
Union County } ss.

George Hamlet Complains of N. Hart and Samuel Stout in a plea of Assumpsit, for that whereas, the defendants on the sixteenth day of September, in the year Eighteen hundred and fifty two, at Hearts Springs, to wit, at the County ~~afore~~ Union aforesaid made their promissory note in writing and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff or order at the Champaign County Bank, Urbana, Ohio, to-wit, at the County of Union aforesaid, the sum of one hundred and thirty Dollars and fifty cents, thirty days after the date thereof, which period has now elapsed; and the defendants have not nor hath either of them paid, or caused to be paid, the amount of said note or any part thereof, although the said note was afterwards, to wit, on the day when it became due, presented at the said Champaign County Bank, Urbana, Ohio, to wit at the County of Union aforesaid: To the damage of the plaintiff Two hundred Dollars and therefore he sues &c.

Young & Loudon,
Attys. for Plff.

130,50
5,45
135,93

130,50
4 1/6
543,75

Geo Jamieson

Oct 11 p.g

$130 50/100 Hart Springs Sept 16th 1852

Thirty days after date we or either of us promise to pay George Hamlet or order One hundred & Thirty 50/100 dollars at the Champaign County Bank Urbana Ohio for value received

J. Hart

Jno. Hart

Jerome P.O.

Jerome P.O. Union Co

Hamlet
vs
Stapleton & Hart

Filed July 1 1853
James Lyon Clerk

George Hamlet
vs
N Hart &
Samuel Stout

Assumpsit

Judgement $135.93
Costs $

The Clerk will issue execution
to Sheriff forthwith

June 24 1843

Young & Ludlow
Attys for plff

No 322

George Hamlet

vs

A Hart &

Samuel Stout

Damages $135.93
Costs — 7.17
This writ .73

Filed Nov 22 1853
James Turner clerk

$140.75

James V Lear
Atty for Plff

135 92
86
$136.79

Received this writ July 10 1853
Money paid in full and paid the same
to the plaintiff

My fees paid

Richard McMullen

00.01
1.75
5.00
.01

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 23th day of June A. D. 1853 George Hamlet recovered against N. Hart and Samuel Stout

as well as the sum of one hundred & thirty six dollars and Ninety three ~~cents for debt, as the sum of~~

~~dollars and~~ cents, for his damages; as also the sum of $ 7.17 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 N. Hart & Samuel Stout

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 23 d 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 George Hamlet

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 1st day of July A. D., 1853

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0002

No. 53-CV-2

Union Common Pleas Court.

A Brown & Co
Plaintiff,

AGAINST

James S Alexander
Defendant.

MAR TERM. 1853

Settled

JUDGMENT VS DEFENDANT

Journal 5 Page 200

Record No. No Record. Page

Ex. Doc. A Page 274

against the said A Brown & Co or either member of said Company

Lewis H. Lee

Sworn to and subscribed before me this 16th day of February AD 1853. James Thomas Clerk

To the clerk of
Main Common Pleas
Feb. 1853

A Brown & Co
vs
James Hotchkiss

Price for Mr of Appeals

6
10
35
50
34
147

No Record

CJR

A Brown & Co
Partners &c
vs
James S Alexander

In Replevin
Damages $1000

Issue a writ of Replevin returnable at the next Term for the following property to wit

two grey mares. one known as the Joseph Powers mare. the other the P. Staley mare, one grey horse known as the Gilchrist horse, one dapple grey horse. known as the Malin horse, one grey horse. known as the W. Cherry horse. one bay mare known as the Sloan Mare. one bay mare known as the J M Welsh mare, one brown horse known as the Wadhams horse. one bay horse known as the L B Kiney horse one Brown horse, which has a lumpupon his right pastern joint one sorell horse, one dun horse known as the Paxton horse. one bay horse known as the Moore horse. one large brown horse. two saddles, twelve set of stage harness. ~~two hacks~~ and ~~two~~ one hacks and one wagon

Curry & Robinson
Attys for Plffs

Lewis H Lee of Mion County, Ohio makes oath and says that he is the agent of the said A Brown & Co. in this behalf and that he is informed and believes the said A Brown & Co have good right to the possession of the goods and chattels described in the above precipe; that the same are wrongfully detained by the said James S Alexander; that the said goods & chattels were not taken in Execution on any judgement against the said A. Brown & Co. or either of the members of said Company, nor for the payment of any tax, fine, or amercement, assessed against them or either of them, or said Company, nor by virtue of any writ of Replevin, or any other mesne or final process whatsoever issued

A Brown & Co
vs
James S Alexander
Court of Replevin
Damages $1000.00

Received this writ February 17th 1853
By virtue of this writ February 18 AD 1853 I replevied the within described goods and and chattles, in the the within writ named; I caused the value of them same to be ascertained by the auth of B Welch M H Wadhams and Robert Welch three disinterested persons, and after being duly sworn by me to truly assess the value thereof as per Schedule hereunto returned, and delivered said property to ~~the~~ L H Lee Agent for A Brown & Co he having given Bond with L H Lee W W Woods Cyprian Lee & M H Wadhams, his Sureties, four responsible freeholders, Per Bond here with returned I also summoned the defendant to appear at the return term of this writ in pursuance of the command thereof

	Fees Sheriff	2.50
	Return	20
March 11th 1853	Appearance	3 00
		$5.70

William C. Mulen Sheriff

The state of Ohio

To the Sheriff of Union County Greeting

We command you, that without delay you cause to be replevied unto A Brown & Co, the goods and chattels following, to wit "two grey mares, one known as the Joseph Powers mare, the other known as the P Staley mare, one grey horse known as the Gilchrist horse one dapple grey horse known as the Malin horse, one grey horse known as the J W Cherry horse, one bay mare known as the Sloan mare, one bay mare known as the J M Welsh mare, one brown horse known as the Wadhams horse, one bay horse known as the L B Finey horse, one brown horse ~~which~~ has a lump upon his right pastern joint, one sorell horse, one dun horse known as the Daxton horse, one bay horse, known as the Moore horse, one large brown horse, two saddles, one wagon, twelve set of stage harness and ~~one~~ one hack, which James C Alexander ~~wrongfully~~ detains from the said A Brown & Co, as is said And also that you summon the said James C Alexander to appear at the next Term of our Court of Common Pleas, to be held within and for said County of Union to answer unto the said A Brown & Co for the unlawful detention of the goods and chattels aforesaid, damages one thousand dollars, and have you then and there this writ

Witness James Turner, Clerk of our said Court at Marysville this 16th day of February 1853

James Turner Clerk

A Brown & Co

vs

James S Alexander

Appreciamento

A Brown Ho
vs
James S Alexander

Replevin
In Main Common Pleas

We the undersigned, disinterested in the premises, being first duly sworn, do assess the true of the following property seized by the Sheriff of Main County upon a Writ of Replevin in the above case, as follows

One Grey Mare known as the J Powers Mare	$50.00
One Gray Mare known as the P Staley Mare	50.00
one Grey horse known as the G M Cherry horse	75.00
One Bay Mare known as the Sloan Mare	57.00
one Bay mare known as the J M Welsh mare	60.00
One Brown horse known as the Wadhams horse	72.00
one Bay ~~horse~~ known as the L B Kiney horse	65.00
one Brown horse, with lump on his right eastern cont	58.00
one Bay horse known as the Moore horse	30.00
one Grey horse known as the Gilchrist horse	50 00
one, two horse wagon	58 00
one, two horse hack	45 00
~~twelve~~ ten set of harness	69 00
One dun horse known as the Baxter horse	56 00
one grey horse known as the Malin horse	80 00
One Saddle ~~horse~~	7 00
One Saddle	7 00
One Gomel Horse	32 50

February 18th 1853

Attest
William Babbitt
Sheriff of Main County

J M Welsh (Seal)
N B Wadhams (Seal)
Robert Welsh (Seal)

against them. then this Obligation shall be void. otherwise remain in full force and virtue in law

W. H. Lee (Seal)
V. V. Wood (Seal)
Cyprian Lee (Seal)
M. H. Wadhams (Seal)

A Bonn & Co
vs
James D. Alexander
Bond

Know all men by these presents that we Lewis H Lee M Woods Cyprian Lee & M H Wadhams of the county of Mion in the state of Ohio are held and firmly bound unto James G Alexander in the penal sum of two thousand dollars, for the payment of which well and truly we jointly & severally bind ourselves. Sealed with our seals this 18th day of February 1853

The condition of the above obligation is such that whereas A Brown & Co. for whom the said Lewis H Lee is agent, on the 16th day of February AD 1853 sued out of the court of Common Pleas of Mion County, a writ of Replevin against the said James G Alexander for the following goods and chattels, to wit. One grey mare known as the J Powers mare appraised at $50. One Grey mare known as the P. Staley mare appraised at $50. one grey horse known as the Gilchrist horse appraised at $50. one ~~dapple~~ grey horse known as the G W Cherry horse appraised at $75. one bay mare known as the J M Welsh mare appraised at $60. one brown horse known as the Wadhams horse appraised at $72. one bay horse known as the C B Kiney horse appraised at $65. one brown horse with a lump on his right pastern joint appraised value $58. one bay mare known as the Sloan mare appraised at $57. one sorrel horse ~~known as the~~ appraised at $ one Bay horse known as the Moore horse appraised at $30. ten sets of harness appraised at $69. one two horse wagon appraised at $58. one two horse hack appraised at $45. one ~~[illegible]~~ horse appraised at $56. one saddle appraised at $7.00

And which said writ is returnable at the next March term of said court

Now if the said A. Brown & Co shall appear at the said next term, of said court, and prosecute their said suit to effect, and pay all costs and damages, which shall be awarded

Civil/Domestic Case File

Case No. 1853-CV-0003

No. 53-CJ-3

Union Common Pleas Court.

A. C. Aplin
Plaintiff,

AGAINST

M Gager et al
Defendant.

NOV TERM. 1853

Settled

Journal 5 Page 257

Record No. No Record Page

Ex. Doc. A Page 370

Law ~~No~~ 12

A C Apliadum
vs

vs

M Geyer
et als

Settled

Cont bill made
no Record

A. C. Aplin Administrator with the will annexed of Benjamin Aplin dec'd

vs

Marin Gager & Osborne C. Aplin late partners &c & Thomas Turner

Proc for summons

Filed March 3 1853
James Lyons Clerk

A C Aplin Administrator with the will annexed of Benjamin Aplin dec^d

vs

Marvin Gager and Webster G Aplin Late partners and Thomas Turner

Assumpsit
Damages $800
In Mun Com=
mon Pleas

Issue a summons to the sheriff of Mun County ~~and Columbiana County~~ returnable at the next Term = Endorse' Suit brought on a note of hand given by Marvin Gager & Webster G Aplin in their firm name of Gager & Aplin and by Thomas Turner for four hundred and forty dollars on the 4th day of May A.D. 1838 payable to Benjamin Aplin or bearer twelve months after the date aforesaid Also for goods sold and delivered money lent &c Damages claimed Eight hundred dollars

Curry & Robinson
Attys for Plff

To the Clerk of
Mun Com. Pleas
Feb 25th 1853

A. G. Aplin, Admr
with the will
annexed of Benjamin
Aplin, Decease

vs

Marvin Gager &
Rebenno Aplin
late Partners, and
Thomas Dorner

Filed March 18th 1853
Lewis Ker clk

Suit is brought on a note of hand
given by Marvin Gager & Rebenno G.
Aplin in their firm name of Gager
& Aplin and by Thomas Dorner for
four hundred and forty dollars on the
4th day of May AD 1838 payable to
Benjamin Aplin or bearer twelve
months after the date aforesaid
Also for goods sold and delivered
money lent &c Damages claimed
Eight hundred dollars

Carey & Robinson
Attys for Plff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE command you to summon Marvin Gager & Rebecca S. Aplin late Partners and Thomas Turner if the 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 A. C. Aplin Administrator with the will annexed of Benjamin Aplin decease in a plea of Assumpsit damages $800, and have you then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 3rd day of March A. D. 1853

James Turner Clerk.

We acknowledge service of this writ March 10th 1853

Marvin Gager
for Gager & Aplin
Thomas Turner

money on request. And also for that whereas the defendants as aforesaid on the 20th day of March A.D. 1853 at the County aforesaid were indebted to the plaintiff as administrator as aforesaid in Eight hundred dollars for the price and value of goods then and there sold and delivered to the defendants by plaintiff as said Administrator, at defendants request, and in Eight hundred dollars for money then and there lent by the plaintiff as said administrator to the defendants at their request. And the defendants as aforesaid afterwards to wit on the day and year aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiff to pay him as administrator as aforesaid, the said last above mentioned several sums of money, on request, yet the defendants as aforesaid have disregarded all of their said premises and have not paid said sums of money, nor either of them, or any part thereof to the said Benjamin Aplin during his life time, nor to the plaintiff as administrator as aforesaid since the death of the said Benjamin Aplin, to the damage of the plaintiff as administrator as aforesaid Eight hundred dollars. & therefore he sues

And the said plaintiff here brings into Court his letters of Administration (with the last will and testament of the said Benjamin Aplin annexed), of the goods & chattels and estate which were of the said Benjamin Aplin at the time of his death and which letters were after his death in due form of law granted to the plaintiff by the Court of Common Pleas in Athens County, Ohio, and which give sufficient evidence to the said Court here, of the said grant of administration to the plaintiff

By Curry & Hobson Pltffs Attys

A. C. Aplin Adm'r
vs
Gaspar Aplin et al

Var

Filed April 23 1853
James Irwin Clk

Ex R

The State of Ohio } Court of Common Pleas
Main County ss } March Term AD 1853

A C Aplin Administrator of the goods and chattels which were of Benjamin Aplin deceased, with the last will and testament of the said Benjamin Aplin annexed, Complains of Marvin Gager, and Webster G. Aplin late partners in the name and style of "Gager & Aplin", and Thomas Turner, in a plea of assumpsit for that whereas, the said Marvin Gager & Webster G. Aplin in their partnership name aforesaid, and Thomas Turner made their joint and several promissory note in writing on the 4th day of May AD 1838 at the county aforesaid, and then and there, ~~thereby promised to pay~~ delivered the same to the said Benjamin Aplin, and thereby promised to pay to said Benjamin Aplin or bearer, four hundred and forty dollars twelve months after date thereof, and dated May 4th 1838, which period hath elapsed, and the said Marvin Gager & Webster Aplin as said partners, and Thomas Turner then and there in consideration of the premises, promised to pay the amount of said note to the said Benjamin Aplin according to the tenor and effect thereof

And also for that the defendants aforesaid, on the 20th day of March AD 1853 at the county aforesaid were indebted to the said Benjamin Aplin in the sum of Eight hundred dollars for the price and value of goods then and there sold and delivered to the defendants as aforesaid, by the said Benjamin Aplin, at defendants request. And in Eight hundred dollars for money then and there lent to the defendants as aforesaid by the said Benjamin Aplin, at defendants request. And in Eight hundred dollars for money found to be due the said Benjamin Aplin from said defendants on an account then and there stated between them. And the defendants as aforesaid after wards to wit on the day and year last aforesaid at the county aforesaid in consideration of the premises respectively promised the said Benjamin Aplin to pay him the said several last above mentioned sums of

Civil/Domestic Case File

Case No. 1853-CV-0004

Civil/Domestic Case File

Case No. 1853-CV-0005

No. 53-CW-5

Union Common Pleas Court.

John Grohan et al
Plaintiff,

AGAINST

Joshua Masterson Exrs,
Defendant.

NOV TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 271

Record No. 6 Page 577

Ex. Doc. 4 Page 376

Law No 2X 10

John E Dunn
John Graham Exors
v
the Heirs of L
Mathott

$130
3.2
1,82
3 00
$4,82

Cost bill made
Record

Case 46

John Doe. Ex Dem.
John Graham et als

To

Richard Roe
Daniel Allen

Declaration in
Ejectment

Filed March 4th 1853
James Sconner Clerk

16
66
64
40
30
10
38
47
149

Curry & Robinson &
Swan & Andrews

The State of Ohio } Court of Common Pleas
Union County ss } March Term A D 1853

John Doe complains of Richard Roe for that John Graham, on the first day of January in the year one thousand Eight hundred and fifty three, at said Union County had demised to the said John Doe, the following lands and tenements, to wit, an undivided half of survey No. 4569 of five hundred acres more or less in Virginia Military district and also ten messuages, ten cabins, ten barns, ten stables ten gardens, five hundred acres of arable land, five hundred acres of meadow land five hundred acres of wood land, five hundred acres of pasture land, five hundred acres of land covered with water, and five hundred acres of other land with the appurtenances, situate in said county of Union; To have and to hold the same to the said John Doe from the second day of January in the year aforesaid for and during the term of twenty years thence next ensuing. And also for that Edmund D Cox Thompson L Cox, Elizabeth Cox, William A Cox, Julia C Cox Mary M Cox, and Josephine Cox on the first day of January 1853 at the county of Union aforesaid had demised to the said John Doe the following lands and tenements to wit one undivided half of survey No. 4569 of five hundred acres more or less in Virginia Military District with the appurtenances situate in said county of Union To have and to hold the same with the appurtenances to the said John Doe from the second day of January A D 1853, for and during the term of twenty years thence next ensuing; By virtue of which said several demises, the said John Doe entered into the said several tenements first and secondly above mentioned, with the appurtenances, and was thereof possessed for the terms aforesaid, and the said John Doe being so thereof possess

=ed, the said Richard afterwards to wit on the third day of January AD 1853 with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John Doe then and there did, to his damage one hundred dollars and therefore he sues &c

Swan & Andrews, and Curry & Robinson
Attys for Plff

Mr Danial Allen

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 within and for the County of Mahon and state of Ohio and make yourself defendant in my stead, otherwise judgement will be entered against me by default and you will be turned out of possession

dated this 16th day of February 1853

Richard Roe

The state of Ohio Mahon County 20

Jesse Bowen Makes oath and says that he on the 25th day of February AD 1853 did personally serve a true Copy of the within declaration on Daniel Allen a tenant in possession of the premises in the above and within declaration mentioned or a part thereof, with a true copy of the within and above declaration and notice, and at the same time acquainted the said

Daniel Allen with the intent and meaning of the said declaration and notice and of the service thereof

Jesse Bowen

sworn to and subscribed before me this 25th day of February 1853

Jabez Randall
Justice of the peace in and for said County

Doe. ex. dem Graham

vs

Bugler et al

Plea

Filed March 23 1853
James Irwin Clerk

J. Buckingham

John Doe ex dem.
John Graham & al.
vs
Theodore Cuyler & al.

Ejectment

And the said Theodore Cuyler and Anna his wife and the said Sidney Mattiot come and ~~appear~~ confess the lease entry and ouster in said declaration mentioned and admit themselves to be in possession of said Survey No. 4569 part of the premises in the declaration mentioned and for plea say that they are not guilty of the trespass and ejectment in said declaration alleged, and of this they put themselves upon the country.

And the pltffs. do the like

J. Buckingham
Dept Atty.

John Doe Ex Dem of
John Graham. Edwin D Cox et al's
vs
Sydney Mathews. Theodore Cuyler
and Ann Eliza. Cuyler

In Union County. State of Ohio
Court of Common Pleas
Ejectment

The defendants will take notice that the plaintiff will take depositions before competent authority at the office of Weyand & Wadley. in the town of Somerset. in the county of Somerset. in the State of Pennsylvania on the tenth day of June A.D 1853 between the hours of 8 o'clock A.M. and 7 o'clock P.M and continue on the next day if necessary

Marysville. Union County Ohio May 11th 1853

Curry & Johnson
Attys for Plffs

The Officer will be carefull to seal up. direct and transmit the deposition to the Clerk of the court of Common Pleas. Marysville. Union County Ohio

We acknowledge service of the within notice May 7th
AD 1853

R C Clark
for J Buchanan

In obedience to the above notice and commission personally appeared before me James Armstrong of the borough of Somerset aged 50 years who being sworn according to law deposes as follows – to wit:

I was personally acquainted with Joshua F. Cox, late of the Borough of Somerset, State of Pennsylvania, now deceased. He died on the 18th September 1850 – leaving a wife to wit: Maria A. Cox, and seven children as his legal heirs. the names of the children are, Edwin D. Cox, Thompson L. Cox, William A. Cox, Eliza Jane Cox, Julia C. Cox, Mary M. Cox & Josephine Cox. – Eliza Jane is a minor & is under the Guardianship of John R. Edie, William A. is under the Guardianship of Cyrus Benford – Julia C, Mary M. & Josephine are under the Guardianship of Michael A. Lamer. There are no other legal heirs of said deceased and those named still survive.

Sworn & Subscribed before me the 10th day of June 1853.

James Armstrong

William Levi
J.P.

I Gillian Lint, a Justice of the peace in and for the County of Somerset in the State of Pennsylvania, do hereby certify that the foregoing Deposition of James Armstrong was duly taken according to law. That said Deponent was called before me at the office of Weyand & Roddy, in the town of Somerset, in the county of Somerset, in the State of Pennsylvania, on the 10th day of June A.D. 1853, between the hours of 8, O'clock a. m. and 9, O'clock p. m. of said day. That he was duly sworn — his testimony reduced to writing as above and his signature affixed thereto in my presence. In testimony of which I have hereunto set my hand & seal the 10. June 1853.

Gillian Lint (Seal)

Pennsylvania
Somerset County ss

I John J Schell Prothonotary of the Court of Common Pleas in & for the County of Somerset, do hereby certify that G. Lint, Esq whose name is subscribed to the foregoing, is an acting Justice of the peace in & for the said County and State, duly elected and commissioned, and that full faith and credit is and ought to be given to all such his official acts and that the signatures to the foregoing and attached papers purporting to his are genuine, Attest my hand the seal of said Court at Somerset, this 11th day of June A.D. 1853. John J Schell
Prothonotary

I do hereby certify that the written certificate of John I Schree is in due form of law. That he is the proper officer to make the same, and that his signature thereto is in his own proper hand writing.

J M Kimmell
Prest Judge of the 16th Judicial
Dist in Penn^a including
Somerset County Penna

Graham et al
vs
Mathiatt et al.

Depositions

Opened at request of Plff
Counsel June 15 1853
Jas Linn Clk

To the
Clerk of the Court of Common Pleas.
Marysville P. Office
Union County
Ohio

Filed June 15th

Civil/Domestic Case File

Case No. 1853-CV-0006

Civil/Domestic Case

1853-CV-0006

located with

District Court Case

1854-DC-0005

Civil/Domestic Case File

Case No. 1853-CV-0007

Box 24 ✓

No. 53-CV-7

Union Common Pleas Court

George Winchester
Plaintiff,

against

Wm Winchester
Defendant.

NOV TERM. 1853

Decree for Plaintiff

Journal 5 Page 262

Record No. 6 Page 787

Ex. Doc. A Page 372

Law No A.B. 11

George W Winchester

vs

Wm Winchester Et al

$107.25

Clerk's Fees

Paid

or if partition cannot be had without manifest injury to said premises, that then such other proceedings may be had in the premises as are authorized by law

By Curry & Robinson
Attys petitioner

The state of Blue Mountain County, ss
personally came before me James W Robinson who is Attorney for petitioner in this case and made oath that the matters and things in this petition are true as he verily believes

James W Robinson

Sworn to and subscribed before me this 18th day of March 1858

James Sumner Clerk

Filed March 18 1858
James Sumner Clerk

Copy
Jonas M. Brinchester
vs
William Brinchester
et al

Petition for partition

1

To the Court of Common Pleas in and for the county of Union in the state of Ohio

Your Petitioner George W Winchester of Gallatin in Sumner county in the state of Tennessee respectfully represents that Lieutenant George Winchester died seized in fee simple of the following land situate in said county of Union in Ohio. to wit. Being part of survey No. 10971 in the name of the representatives of George Winchester dec.d bounded and described as follows to wit Begining in the West line of said survey and north west corner of the part of said survey partitioned to John Evans, thence N. 12. W. with the survey line 436 poles to a corner of said survey, thence N. 78. E 400 poles to another corner of said survey thence N. 12. W to two beeches & a sugar another corner of said survey, thence S. 54 E. 79.3 poles to three beeches, another corner of said survey, thence N 52. E. to a beech & sugar. another corner of said survey, thence S. 54 E. to a beech & sugar. another corner of said survey, thence S. 40. E. 312 poles to a bur oak & Elm. another corner of said survey thence S. 12. E. 64 poles to two beeches another corner of said survey thence with the survey line S. 78 W to two sugars & a dead lynn another corner of said survey, thence with said Evans' line N. 12 W. to the north East corner of said Evans land. thence S. 78. W. 400 poles to the place of begining

containing Eighteen hundred and ninety acres of land and being all of said survey except the portion thereof assigned to said Evans

Your petitioner further represents that he is one of the heirs of said George Winchester and has good and legal right to, and is seized in fee simple of the one undivided seventy seventh part of said premises; that said George Winchester left as tenants in common with him, (your petitioner) and as his heirs, (said George Winchester decd) the following persons, to wit Ophelia Hardy Wilda Smith, Napoleon B. Breedlove and J Winchester Breedlove of Sumner County in the State of Tennessee and each one of them entitled the one undivided three hundred and Eighth part of said lands; M. B. Winchester, James Winchester, Helen M. Winchester Lucilius Winchester, and Valeria P. Winchester (the latter two being infants) of the County of Sumner in the State of Tennessee, and each entitled to the one seventy seventh portion of said real Estate; A R Wynne and Almira his wife Edmund Rucker and Louisa his wife, of the County of Sumner in Tennessee, being each entitled to one seventy seventh part of said real Estate; Horatio W Hills, and Susan W Hills his wife (formerly Roberts) of Sumner County, of the state of Tennessee, being entitled to one undivided seventy seventh part of said real Estate; Henry Blood and Laura his wife, and John Shelby of Sumner County Tennessee, being each entitled to one undivided one hundred and fifty fourth part of said premises; Abraham Beck Elizabeth Beck (formerly Winchester) his wife of the State of Indiana, county unknown, Polemon

P

Winchester of the state of Illinois, county unknown Marion Shelby (formerly Winchester) of the state of Mississippi, county unknown, Lydia McDaniel (formerly Winchester) of the state of Tennessee county unknown, each of whom are entitled to one undivided fifty sixth part of said real estate; Ann McDaniel & Martha McDaniel infants of the state of Tennessee, county unknown, being each entitled to one one hundred and twelfth part of said premises; Samuel Sanderdale, and polly his wife of Tennessee, county unknown, — Waller & Emily Waller, his wife of the state of Iowa, county unknown Joseph Davis & Sarah Davis his wife, of the state of Missouri, county unknown, being entitled each one of them with their wife to one fifty sixth part of said real estate; William Winchester of the state of Louisiana, county unknown, Amanda Hall of the state of Kentucky, county of Union Edmund Barbour (formerly Winchester) of the state of Kentucky, county unknown, each entitled to one undivided forty ninth part of said premises; Lavinia Snowden intermarried with Francis Snowden, of the State of Kentucky county unknown entitled to one forty ninth part of said real estate; William Locke and Louisa Lock, infant children of Louisa Lock dec.d (formerly Winchester) of the State of Kentucky, county unknown and being entitled to one one hundred and fifty fourth part of said premises; Frances Vleck, Rebecca Vleck and Richard Vleck infant children of Olivia Vleck dec.d (formerly Winchester) and

of the state of Kentucky. County unknown and entitled each to one two hundred and thirty first part of said real estate; George Roberts of the state of Illinois County Unknown. William Roberts, of the state of Illinois, County unknown. John Roberts of the state of Illinois, County unknown. all the children of Mary Roberts (formerly Winchester) dec^d. and entitled to one seventy seventh part of said real Estate; Lydia Lytle (formerly Roberts) of the state of Arkansas, County Unknown. being entitled to one undivided seventy seventh part of said premises; Rachel Stewart (formerly Roberts) widow, Amelia McCarthy (formerly Roberts) widow. Lydia Yost. (formerly Roberts) widow. all of the state of Illinois, County unknown and each entitled to one undivided seventy seventh part of said premises Mary Kendy (formerly Roberts) of the state of Illinois, County unknown. Stephen Roberts of the state of Texas, County unknown, each entitled to one undivided seventy seventh part of said premises; Sarah Lines (formerly Scott) intermarried with — Lines. of the state of Ohio. County unknown. John Scott. son of Catharine Scott (formerly Roberts) dec^d. of the state of Ohio. County unknown. Rachel Scott. intermarried with a man, whose name is unknown to your petitioner, of the state of Ohio, County unknown and each entitled to one undivided four hundred and sixty second part of said real Estate; Mary Wilson (formerly Scott) intermarried with — Wilson of the state of Pennsylvania County unknown; Christiana Scott. intermarried with — Dillet. of the state of Pennsylvania County unknown, Catharine Scott. intermarried with — Baker of the state of Pennsylvania

County unknown, and each of whom are entitled to one undivided four hundred and sixty second part of said premises. The unknown heirs of Catharine Winchester deceased who was intermarried with Hodgekins, now deceased whose place of residence is to your petitioner unknown are entitled to one undivided seventh part of said real Estate. The unknown heirs of William Winchester deceased, residence unknown, entitled to one undivided seventh part of said real Estate; The unknown heirs of Benjamin Winchester deceased, entitled to one forty ninth part of said premises; The unknown heirs of Susanna Coolidge deceased (formerly Webster) entitled to one seventy seventh part of said premises

Your petitioner further represents that he is tenant in common with other persons whose names & place of residence are to your petitioner unknown.

Your petitioner therefore prays that said persons who are tenants in common with your petitioner as hereinbefore set forth, and all of the unknown heirs of Lieutenant George Winchester deceased, may be made parties defendants to this petition, that notice may be given to them by publication that the writ of subpoena may issue, that they may answer all and singular the matters herein set forth, that on a final hearing hereof, partition may be made of said premises, according to the interest of each one of said tenants in common

George W Winchester

Wm J Winchester et als

Answer

Filed June 23 1853
James Linn Clerk

No 2

The joint answer of Lucius Winchester, Valeria P Winchester, Ann McDaniel, Martha McDaniel William Locke Louisa Locke, Frances Veech Rebecca Veech, and Richard Veech infant defendants to the petition of George W Winchester petitioner, by John B Coats their Guardian ad litem

And the said Lucius Winchester, Valeria P Winchester, Ann McDaniel, Martha McDaniel, William Locke, Louisa Locke, Frances Veech, Rebecca Veech and Richard Veech by John B Coats their Guardian ad litem now come and for answer to the said Petition of the said George W Winchester say that they are tenants in common with the said George W Winchester, but are not fully advised in the premises and pray this honorable court to protect them in their rights in the premises

By John B Coats
Their Guardian ad litem

The State of Ohio Muskingum County ss

On the 24th day of June AD 1853 J B Haines, Hiram Titsworth and Anthony Middleswarth the within named commissioners were duly sworn by me to make partition of the lands within described, in pursuance of the order of the court

William C Mason Per Levi Anderson Deputy sheriff of Muskingum County

We the undersigned commissioners named in the writ annexed after being duly sworn and after viewing and examining the premises in said writ described are of the opinion that said premises cannot be divided according to the command of this writ without manifest injury of the value thereof and do estimate the value of said premises at five Dollars ~~dollars and cents~~

Given under our hands this 24th day of June 1853

J B Haines Seal
Hiram Titsworth Seal
Anthony Middleswarth Seal

Received this writ June 24th 1853

I have Executed this writ by the Oaths of the within named J. B. Haines, Hiram Titsworth and Anthony Middleswarth Commissioners, whose Report is herewith Returned

June 25th 1853

Fees Milage	1 75
fees	1.00
return	5
	2 30
Expenses fee	3 00
	5 30

William C Mason Per Levi Anderson Deputy

George W Minchester
vs
Wm Minchester et al
Con't of Partition
Filed June 25th 1853
James Lucas Clerk

The State of Ohio. Union County ss

To the Sheriff of said County Greeting

We command you that without delay by the oaths of Hiram Ketsworth Joshua Haynes and Anthony Middlesworth, you cause Portition to be made of the following Lands and tenements, situate in said County of Union in Ohio to wit. Being Part of Survey No 10971 in the name of the representatives of George Winchester decead bounded and described as follows to wit Begining in the West line of said Survey and north ~~west~~ corner of the part of said Survey Portitioned to John Evans, thence N 12 W with the Survey line 436 poles to a corner of said Survey, thence N 78 E 400 poles to another corner of said Survey thence N 12 W to two beeches & a Sugar another corner of said Survey, thence S 54. E 793 poles to three beeches another corner of said Survey thence N 52 E to a beech & Sugar another corner of said Survey, thence S 54 E to a beech & Sugar another corner of said Survey, thence S 40. E 312 poles to a hemlock & Elm another corner of said Survey, thence S 12 E 64 poles to two beeches another corner of said Survey, thence with the Survey line S 78 W to two Sugars & a dead lynn another corner of said Survey thence with said Evans line N 12 W to the north East corner of said Evans land, thence S 78 W 400 poles to the place of begining containing Eighteen hundred and ninety acres of land and being all of said Survey Except the portion thereof assigned to said Evans. Among the following persons and in the following proportions to wit 1st to said Petitioner Sixty three. two hundred

ance sixty fourth parts in fee
2nd to the unknown heirs of William Winchester dec'd 1/6
3rd To Lucilius Winchester 1/66
4th To Valerie P Winchester 1/66
5 To Polemen Winchester 1/48
6th To Marion Shelby 1/48
7th To Lydia McDaniel 1/48
8th To Samuel Sanderdale & wife Polly 1/48
9th To Waller & his wife Emily Waller 1/48
10 To Ann McDonald 1/96
11 To ~~Martha~~ William Winchester 1/42
12 To Martha McDaniel 1/96
13 To the unknown heirs of Benjamin Winchester dec'd 1/42
14 To Francis Sorowden & wife Louinie 1/42
15 To Amanda Hall 1/42
16 To Edmund Borbour 1/42
17 To William Loke & Louisa Locke 1/42
18 To Francis beech Rebecca beech & Richard beech 1/42
19 To Syney Lytle 1/66
20 To the unknown heirs of Susanah Cootitte dec'd 1/66
21 To Amelia McCarty 1/66
22 To Lydia Yost 1/66
23rd To Mary Kennedy 1/66
24th to Stephen Roberts 1/66
25th To Lines & Sarah Lines his wife 1/396
26th To Rachael Roberts husbands name unknown 1/396
27th To John Scott 1/396
28th To Wilson and Mary Wilson his wife 1/396
29th To Sillet and Christian Sillit his wife 1/396
30th To Catharine Baker 1/396
31st To the unknown heirs of Catharine Hodges 1/6
in Pursuance of an order lately made in
Our said Court of Common Pleas within
and for said County of Union in a certain
Petition for Partition wherein George

Jr Winchester is Petitioner and William Winchester & others are defendants. and that your Proceedings in the Premises you distinctly certify under your hands to our Court of Common Pleas within and for said County of Union forth with together with this writ

Witness James Lowes Clerk of our said Court of Common Pleas this 23rd day of June AD 1853

James Lowes Clerk

G W Winchester
vs
Wm Winchester Etal

Filed June 23 1853
James Lyons Clerk

No 3

NOTICE.

George W. Winchester vs. William Winchester et. als. } Petition for Partition.

IN PURSUANCE OF AN ORDER OF THE Court of Common Pleas, in and for the county of Union, in the State of Ohio, at their March term, A. D. 1853, George W. Winchester, gives notice to William Winchester, Ophelia Hardy, Urilda Smith, Napoleon B. Breedlove, J. Winchester Breedlove, M. B Winchester, Edmond Rucker, and Louisa Rucker, his wife, A. R Wynne, and Almira Wynne, his wife, James Winchester, Helen M. Winchester, Lucilius Winchester, Samuella Winchester, Valeria P. Winchester, Horatio W. Hills, and Susan W. Hills, his wife, Henry Blood, and Laura Blood, his wife, John Shelby, Abraham Beck, and Eliza, his wife, Poleman Winchester, Marion Shelby, Anna McDaniel, Martha McDaniel, Lydia McDaniel, Samuel Sanderdale, and Polly Sanderdale, his wife, —— Waller, and Emily Waller, his wife, Joseph Davis, and Sarah Davis, his wife, Francis Snowden, and Lavirie Snowden, his wife, Amanda Hall, Edmonia Barbour, William Locke, Louisa Locke, Francis Veech, Rebecca Veech, Richard Veech, George Roberts, Sydney Roberts, William Roberts, John Roberts, Rachel Stewart, Amelia McCarthy, Lydia Yost, Mary Kennedy, Stephen Roberts, —— Lines, and Susan Lines, his wife, Rachel Roberts, John Scott, —— Wilson, and Mary Wilson, his wife, —— Dillet, and Christiana Dillet, his wife, Catherine Baker, the unknown heirs of Catherine Hodgskiss, deceased, the unknown heirs of Benjamin Winchester, deceased, the unknown heirs of Susannah Coolittle, and all of the unknown heirs of George Winchester, deceased, that he, on the 18th day of March, A. D. 1853, filed in the Court of Common Pleas of Union county, in the State of Ohio, against them, his petition for partition of the following real estate, situate in said county of Union; being all of survey No. 10071, in the name of the representatives of George Winchester, containing twenty-eight hundred and ninety acres of land, except nine hundred acres of said survey, in the southwest part thereof, heretofore assigned and set off to John Evans, in a certain proceeding in partition, in said Court of Common Pleas; and said persons are further notified, that at the June term, 1853, of said Court application will be made by said George W. Winchester, for an order that partition be made of said real estate, according to the several interests of said heirs.

By CURRY & ROBINSON,
Attorneys for Petitioner.

March 23, 1853.-6w.

George W Winchester
vs
William Winchester et. als.

I do solemnly swear that the annexed notice was published in the Marysville Tribune, weekly, for six consecutive weeks beginning March 23d 1853.

A. J. Saunders

Sworn to and subscribed in open Court this 23 day of June 1853.

James Thomas Clerk

Fee $9,00

thence with said Evans line N 12. W to the north East corner of said Evans, land, thence S 78° W 400 poles to the place of begining containing Eighteen hundred ~~and~~ Ninety acres of land, and being all of said Survey Except the portion assigned to said Evans and that your proceedings in the premises you make known to our said court of Common Pleas at their next term and have you then there this writ

Witness James Turner Clerk of our said Court of Common Pleas at Marysville this 16th day of September A.D. 1853

James Turner Clerk

Received this writ September 16th AD 1853 and in pursuance of the within order of sale I advertised the said lands and tenements within described for sale at the door of the court House in Marysville on the 22 day of October AD 1853 between the legal hours of ten oclock A.M. and four oclock P M in the Marysville Tribune. a paper printed in said county of Union and of general circulation in said county of Union and after having so advertised the same for more than thirty days in said paper. and having given due notice of the time and place of such sale. I proceeded on the said 22d day of October AD 1853 at one oclock P.M of said day at the door of the court house in Marysville to offer said lands and tenements at public sale and then and there struck off to David H Silver the said tract of land for the sum of five dollars and thirty five cents per acre, the one half to be paid down & the other half with interest to be paid in one year; the sum so bid being more than the two thirds the appraised value thereof and he the said David H Silver being the highest and best bidder therefor and the purchaser thereof

Amount of sale $10111.50

Fees

Milage	.05
Service	35
Advertising	25
poundage	60.55
	$61.20
printers fee	9.50
	$70.70

William C Malin
Sheriff of Union County Ohio

N° 6

George W Winchester
vs
Wm Winchester Et al

order of Sale

The State of Ohio, Union County ss

To the Sheriff of said County Greeting

In pursuance of an order of our Court of Common Pleas within and for the County of Union at the June Term thereof AD 1853 in a certain Petition for Partition now Pending in said Court wherein George W Winchester is petitioner and William Winchester & others are defendants we command you that without delay you proceed to sell at public auction the lands and tenements in the said Petition described situate in said County of Union Ohio. Being part of Survey No 10971 in the name of the representatives of George Winchester decd Bounded and described as follows to wit Begining in the West line of said Survey & north West corner of the part of said Survey Partitioned to John Evans. thence N 12. W with the Survey line 436 poles to a corner of said Survey thence N 78° E 400 poles to an other corner of said Survey, thence N 12. W to two beeches & a Sugar another corner of said Survey. thence S 54° E 793 poles to three beeches an other corner of said Survey, thence N 52 E to a beech & Sugar an other corner of said Survey, thence S 54 E to a beech & Sugar an other corner of said Survey. thence S 40 E 312 poles to a bur oak & Elm an other corner of said Survey thence S 12 E 64 poles to two beeches an other corner of said Survey. thence with the Survey line S 78 W to two Sugars & a dead Lynn an other corner of said Survey

Winchester

v

Winchester

Notice of Sale

Filed Nov 15 1853
James Linn Clerk

No 5

NOTICE.

George W. Winchester
vs.
William Winchester et als. } PARTITION.

In pursuance of the order of the Court of Common Pleas to me directed, I will offer at public vendue on the 22d day of October next, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the door of the Court House in Marysville, the following lands situate in said county of Union, Ohio, being part of survey No. 10971, described as follows, to wit: Beginning in the west line of the survey and the northwest corner of the part of said survey set off to John Evans; thence north 12, west with the survey line 436 poles to a corner of the survey; thence north 78, east 400 poles to another corner of the survey; thence north 12, west to two beeches and a sugar, another corner of the survey; thence south 54, east 793 poles to three beeches, another corner of the survey; thence north 52, east to a beech and sugar tree, another corner of said survey; thence south 54, east to a beech and sugar tree, another corner of the survey; thence south 40, east 312 poles to a bur oak and elm, another corner of said survey; thence south 12, east 64 poles to two beeches, another corner of the survey; thence south 78, west to two sugars and a dead lynn, another corner of the survey; thence with said Evans's line north 12, west to the northeast corner of his land; thence south 78, west 400 poles to the place of beginning; being all of said survey, (excepting the 900 acres thereof set off to said Evans) containing 1890 acres, more or less. Appraised at $5,33½ per acre. Terms of sale—one half cash in hand, and the balance in one year, with interest, to be secured by mortgage.

WILLIAM C. MALIN,
Sheriff of Union county, Ohio.
CURRY & ROBINSON, Attorneys.

Marysville, September 21, 1853.-5w.

I hereby certify that the annexed notice was published for five consecutive weeks prior to the 22 day of October 1853, in the Marysville Tribune a weekly newspaper, published and in general circulation in Union County Ohio, and that I am publisher of the said paper.

W. L. Robinson

$9,50
fee 9,50 for notice of Robinson & Curry

Sworn to and subscribed before me this 15th day of November A D 1853. Wm. M. Robinson Mayor of the Town of Marysville union County Ohio
fee 25 cts

Entry of Confirmation

Geo W Minchester
vs
Wm Minchester et al } In Partition

On motion to the court by Curry & Robinson counsel for the petitioner and upon producing the proceedings of the sheriff and the report and proceedings of the commissioners herein before appointed and the same being examined it is ordered that said proceedings and report be and the same are hereby approved and confirmed; and thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said commissioners, on motion of the petitioner it is ordered that said estate be sold at public auction by the sheriff of said County of Mercer according to the statute in such case made and provided upon the following terms to wit one half cash in hand and the other half in one year from the day of sale with interest

No. 53-CV-7

Union Common Pleas Court.

George W Winchester
Plaintiff,

AGAINST

Wm Winchester
Defendant.

JUN TERM. 1854

Dismissed

Journal 5 Page 329

Record No. Page

Ex. Doc. — Page

No Record

Civil/Domestic Case File

Case No. 1853-CV-0008

Civil/Domestic Case

1853-CV-0008

located with

District Court Case

1854-DC-0001

Civil/Domestic Case File

Case No. 1853-CV-0009

No. 53-CU-9

Union Common Pleas Court.

Joseph Tritt
Plaintiff,

AGAINST

William Higby
Defendant.

JUN TERM 1853

Discontinued

Journal 5 Page 217

Record No. No Record Page

Ex. Doc. A Page 308

Law 23

Joseph Gilt

vs

Ann Higbey

Clerks Docket fees $1,43
16
1,59
paid

Cost bill made
no Recov

Joseph Smith

To

William Higby

Transcript

Filed March 21 1853

James Lowman Clerk

The State of Ann Arbor County ss

Joseph Scott
vs
William Higbee

Sur Damage
Damage Claimed $75.00

Suit brought by the plaintiff for damages sustained by the plaintiff in the non performance of contract by the defendant in failing to work out the balance of the carpenter work

February 9 1853 plaintiff files of particular place business & leave for the appearance of the defendant on the 14th day of February A.D. 1853 at one o'clock P.M.

February 9 1853 Summons returned by Orange Crosby Constable served by reading to the defendant on the 9 day of February 1853

Fees 50

February 14 1853 Defendant appears the defendant filed his affidavit that a material witness being absent he could not safely proceed to trial. Whereupon the cause is continued for trial until the 8 day of March 1853 at one o'clock P.M.

March 8 1853 The parties appear. Trial by the Court. Jury waived. Non appearance of the plaintiff and for the defendant Higbee. Non appearance for the defendant

Witness Rasoupt 31

Fees Paid

Upon hearing the testimony it appears
that the defendant recover of the plaintiff the
costs here in law and it accordingly
March 14 1853 Thereupon the plaintiff comes and
gives notice that he appeals this cause to
the Court of Common Pleas

In the action of Joseph Swift against
William Hagler & James D Robinson
Recognizance taken this day by the appellant in
the sum of fifty dollars to be levied of his goods
and chattels lands & tenements in case the
appellant shall be convicted in the action
herein & shall pay the cost and condemnation
money and the costs that may accrue

James D Robinson

The above recognizance taken and acknowledged this
14th day of March A D 1853 by the said James D Robinson

I hereby certify the above to be a true copy
the proceedings in said appeal

March 14 A D 1853 Perry Bush J. P.

Plaintiff's
Bill of Interrogatories

Filed March 21 1853
James Lowner Clerk

Joseph Trd
vs
William Higby

~~Assumpsit~~
Damages $75.00

Dmd. brought for damages for the refusal of the defendant to perform the conditions of his contract made Sept 17th AD 1852. with the plaintiff where in the defendant agreed to labor with and for the plaintiff from said date to the 21st day of July AD 1853 at the rate of six dollars and fifty cents per month = ~~The plain~~ tiff was to pay $6.50 per month and board the defendant. he (the defendant paying for his own washing) = the defendant under said contract continued to work at his trade with the plaintiff until the 31st day of January 1853 at which time the defendant without leave or good cause left the plaintiff and refused to continue to labor with and for the plaintiff the remaining five months and seventeen days of his term aforesaid, and still so refuses to the plaintiffs damage $75.00

money
on request, yet the defendant though often requested so to do
has refused to pay said last above mentioned several sums of money
and has not paid the same or any part thereof to the
damage of the plaintiff seventy five dollars and
therefore he sues &c

By Curry & Robinson
p Offs Attys

Joseph Ind
v
William Higby
Suit
Var

Filed Oct 23 1853
James Linn Clerk

The State of Ohio } Court of Common Pleas
Union County } March Term AD 1853

Joseph T. Complains of William Higby in a plea of assumpsit for that the defendant on the 17th day of September AD 1852 at the County aforesaid made his contract with the plaintiff whereby in consideration that the plaintiff then and there promised to pay the defendant at the rate of six and one half dollars per month, and teach and instruct the defendant in the carpenter trade, the defendant then & there agreed and promised the plaintiff to work and labor with and for the plaintiff steadily and continually from the date aforesaid to the 21st day of July AD 1853. The plaintiff avers that the defendant in pursuance of said agreement and promise did labor faithfully with the plaintiff continually at said business, without improper intermission until on or about the 31st day of January AD 1853. and then and there the defendant unlawfully and wrongfully left the plaintiff and then and there to wit on the 31st day of January AD 1853 at the county aforesaid refused to labor for and with the plaintiff at the trade aforesaid although the plaintiff had fully complied with his part of said contract, to wit the said defendant then and there disregarded his said contract and left the plaintiff and refused to continue to work and labor with and for the plaintiff according to his said contract and still refuses to comply with his said contract to the plaintiffs damage seventy five dollars and therefore he sues

And also for that the defendant was then and there indebted to the plaintiff in the sum of seventy five dollars for money then and there lent to the defendant by the plaintiff at the defendants request ~~request~~ and in the sum of seventy five dollars for the price and value of goods sold and delivered to the defendant by the plaintiff at the defendants request on the the day and year first aforesaid at the county aforesaid. And in the sum of seventy five 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 first day of February AD 1853 at the county aforesaid ~~the defendant~~ in consideration of the premises promised to pay said several last above mentioned sums of

second third and last counts of the said declaration are introduced and made a part of the said declaration after the same had been concluded, and being so incorporated make two separate and distinct declarations, in one, &c

John Bleecker Attorney
for Defendant

Union Common Pleas

Wm. Williams Hughes
vs
Cods
Judgment Nisi
Plea

Filed June 2 1853
Lewis Lewis Clk

William Higby
Ads
Joseph Tritt } Union Common Pleas
March Term AD 1853.

The said defendant by John Bloats his attorney as to the first count of said declaration, says that the same is not sufficient in law, and the defendant shows to the court the following causes of demurer to the said first count of the said declaration, that is to say that it appears from the said first count of the said declaration, that the plaintiff commenced, and declared in this action, before the said supposed cause of action accrued to him, in asmuch as this suit was commenced on the Ninth day of February AD 1853. ~~and~~ yet it is charged in the said first count of the said declaration, that the defendant agreed and promised the plaintiff, to labor for the said plaintiff, steadily and continually, till the 31st day of July AD 1853. which period for the fulfillment and performance of the said supposed promise and agreement, had not elapsed, at the time of the commencement of this suit, nor hath yet elapsed, whereby any right of action hath accrued to the said Plaintiff, and further, that the Plaintiff does not aver ~~that the facts have happened~~ in the said first count of the said declaration, that the period for the fulfillment of the said supposed promise and agreement of the plaintiff, had elapsed, at the time of the commencement of this suit, Nor does the said plaintiff in the said first count of said declaration aver, any readiness or willingness to perform his part of the said supposed promise. And the said defendant by John Bloats his attorney, as to the second third and last counts of the said declaration, says that the same are not sufficient in law and the defendant shows to the court the following cause of demurer to the same, that is to say, ~~that the said~~

Civil/Domestic Case File

Case No. 1853-CV-0010

No. 53-CU-10

Union Common Pleas Court.

Philip Coe et al
Plaintiff,

AGAINST

Ira C Johnson
Defendant.

JUN TERM 1853

Settled

Journal 5 Page 212

Record No. No Record Page

Ex. Doc. A Page

Ejm 29

Philip Coe &
Mary Coe

vs

Jno C Johnson et al

Settled
Cost Paid
no Record
Nuff for

Philip Coe. Etals
vs
Ira C Johnson, Etals

Coe v Johnson

Transcript

Filed March 21 1853
James Lowry Clerk

Philip Coe & Mary Coe
vs
Ira C. Johnson & Joseph Johnson

Damages $50.00

Trespass on Real Estate & personal property.

	cts
Pltfs Costs	
Summons	12½
Subpoena -	36½
Ser. Sum.	30
Ser. Subpa.	70
Judgt	25
Swrg Wits	4
Wits fees	
J. Davis	50
F Elsworth	50
D. Marsh	50
J Gabriel	50
H Monrahan	50
J. Coe	50
M Coe	50
~~Bail~~	~~25~~
Defts Costs	
Bail	25
~~Transcript 31~~	
this Transcript	31¼

Suit brought to recover Damages claimed to have been done to Plaintiffs by Defendants Cattle.

Feb. 8/53 Plaintiffs Bill of Particulars filed and Summons issued to Constable Organ returnable on the 16th inst. at 1 Oclock P.M. — Suppoenas issued for the following witnesses for Plaintiffs: John Davis Freeman Elsworth Moses Coe Joseph Coe Duncan Marsh. Henry Hanrahan and John Gabriel. Subpoenas returned same day Served on the within pressons Feb 8. 1853.

Service 70 cts John Organ Const.

Feb 15/53. Summons returned: Served on Ira C. Johnson by reading Feb 10/53 Joseph Johnson not found Service 10 cts Milage 20 cts. John Organ, Const.

Feb 16. 1853 1 Oclock P.M. Parties appeared, trial had the following Witnesses Examined for Plaintiffs Joseph Coe Moses Coe John Gabriel Duncan Marsh Henry Hanrahan. John Davis. Freeman Elsworth and I do find the Plaintiffs Philip Coe and Mary Coe Entitled to Fifty Dollars damages

It is therefore considered by me that the Pltfs Philip Coe & Mary Coe recover of Defendants Ira. C. Johnson & Joseph Johnson the sum of Fifty Dollars Damages & their Costs herein taxed at five Dollars and ~~twenty~~ Eight Cents

The above Judgment is rendered this 28th Feb. 1853.

Frank Pearl J. P.

In the Action of Philip Coe & Mary Coe against Isaac Johnson & Joseph Johnson I John J. Davis acknowledge myself bail for the appellant in the sum of One Hundred 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 —

John J. Davis —

Taken, Signed and acknowledged on this 5th day of March in the year 1843.

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 March 11. 1843.

Frank Pearl J. P.
of the aforesaid township

To the Justice of the peace

1st

Call the action in the Summons

Trespass on the case

Inclose, 50$ as the whole amount of damages

Philip Coe
Mary Coe
vs
Free C Johnson
~~Joseph Johnson~~
Bill of Particulars

Filed March 21 1853
James Linn Clerk

Philip Coe and
Mary Coe
vs
Ira C Johnson
Joseph Johnson

Damage $50.00
Trespass on Real Estate and personal property

The plaintiffs complain of the defendants for that the defendants cattle on the 15th day of April AD 1851 in Allen Township, Huron County Ohio, and on divers other days and times during the spring and summer of 1851 broke the close of the plaintiffs situate in said Township, and being the premises on which the plaintiffs reside, and ~~destroyed~~ damaged and injured the plaintiffs pasture fields to the amount of thirty dollars

Also for that the defendants cattle on the ~~the~~ 15th day of January AD 1853 and on divers other days and times between that day and the commencement of this suit with force broke into the said close and premises of the plaintiffs and destroyed and consumed a large quantity of corn and fodder of the plaintiffs and thereby damaged the plaintiffs twenty dollars and therefore they bring suit

Philip Coe
Mary Coe

possession of the plaintiffs, to wit, the defendants to the said
trespass with force and arms broke and entered said
premises with cattle, oxen, cows, heifers, steers
&c of the defendants and then and there did eat,
destroy and injure the pasture, the corn, the stock
&c and the corn shocks of the plaintiffs of
great value, to wit, the value of fifty dollars, then
and there being in said close and by reason of the premises
the said close of the plaintiffs was greatly
damnified and deteriorated in value, and other
damages to the plaintiffs then did, and against
the peace and dignity of the State of Ohio, and to the damage
of the plaintiffs fifty dollars and
therefore they sue &c

P. Hamer for Plaintiffs
Wm. Stow

Philip Coe & Mary Coe

T

Fra C Johnson & Joseph Johnson

Nar

Filed April 23 1853
James Lunn Clk

W R

The State of Ohio } Court of Common Pleas
Union County ss } March Term AD 1853

Philip Coe, and Mary Coe (who commenced this suit and obtained judgement for fifty dollars damages before Frank Pearce a justice of the peace in said county and which was appealed to this court by Ira C Johnson and Joseph Johnson) complain of Joseph Johnson and Ira C Johnson in a plea of Trespass for that the defendants heretofore to wit on the 15th day of April 1851 at the county of Union aforesaid and on divers other days and times during the spring and summer of the year AD 1851 at the county aforesaid with force and arms broke and entered the close of the plaintiffs situate in the county of Union aforesaid, to wit the farm commonly known as the "Daniel Coe farm," and upon which the plaintiffs now reside, to wit: the defendants then and there with force and arms unlawfully broke and entered said premises with cattle, cows, steers, heifers, oxen &c and did then and there, eat, destroy, trample and injure the pasture, grass, fodder, corn, and corn shocks of the plaintiffs of great value to wit the value of fifty dollars, then and there being in said close and then and there prostrate a great quantity, to wit fifty rods of fence of the plaintiffs and belonging to the said close, by reason whereof the said close was greatly damaged and deteriorated in value to wit the value of twenty dollars and other wrongs to the plaintiffs then and there did, to wit then and there against the peace and dignity of the state of Ohio and to the damage of the plaintiffs fifty dollars. And also for that afterwards to wit on the 15th day of January AD 1853 ~~and on divers other~~ days and times between that day and the commencement of this suit, the defendants at the county aforesaid with force and arms broke and entered the other close of the plaintiffs situate in Allen Township in said County of Union, to wit the Coe farm now in the pos

Philip & Mary Cox vs Isa C. Johnson } Suit pending in June Term Court of Comon pleas 1853

Received of I. C. Johnson the sum of the above of Damages in full in the above suit Judgment entered on Franklin Pierls Docket J.P. of Allen Township Union County June 21st 1853

Philip Cox & Mary Cox

Civil/Domestic Case File

Case No. 1853-CV-0011

No. 53-CV-11

Union Common Pleas Court.

Samuel Galloway
Plaintiff,

AGAINST

Charles Cinnow,
Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

$304 81

Journal 5 Page 194

Record No. 6 Page 394

Ex. Doc. A Page 284

Law No 57

Samuel Galloway

v

Charles Convers

Declaration

Filed March 22 1853

James Turner Clerk

Cost bill

made

Record

The state of Ohio } Court of Common Pleas
Miami County ss } March Term AD 1853

Samuel Galloway complains of Charles Convers in a plea of debt for that whereas the said Charles Convers on the 16th day of ~~March~~ November AD 1852 at the county of Miami aforesaid made his certain writing obligatory of that date, sealed with his seal (and now to the court here shown) and then and there delivered the same to the said Samuel Galloway and thereby bound himself to pay to the said Samuel Galloway or order three hundred and four dollars and Eighty one cents with interest from said date, on or before the first day of March AD 1853 which period has elapsed. Yet the said Charles Convers has not paid the said sum of money, nor any part thereof, to the damage of the plaintiff Samuel Galloway fifty dollars and therefore he brings suit &c

Curry & Robinson
Attys for Plff

304.81
.21
30481
60962
$6.40.101 Interest to March 22

Saml Galloway
aels
Charles Convers

Plea of Coupons

Charles Convers
vs
Samuel Galloway

Muir Com. Pleas
March Term 1853

And the said Charles Convers by John B. Coats his Attorney (under and by virtue of a warrant of Attorney herewith filed) comes and waives the issuing and service of process herein and enters the appearance of said Charles Convers; and for plea says he cannot deny the action of the plaintiff, nor but that he the said defendant doth owe the plaintiff three hundred and four dollars and eighty one cents debt, and six dollars and forty cents damages, for the detention thereof as the plaintiff hath complained; and confesses judgement therefor and costs; and all errors are hereby released

John B. Coats
his Atty

Charles Converse
note $304.81

93 7/8

On, or before the first day of March AD 1853
I promise to pay Samuel Galloway or
order the sum of three hundred and four
dollars and Eighty one cents with interest
from date. for value received
I do hereby authorize and empower
John B Coats or any other attorney at
law in the state of Ohio, to appear in any
court of record in said state at any reg=
ular term of such court, and waive the
issuing and service of process, and
confess a judgment against me
and in favor of Samuel Galloway for
the sum of three hundred and four
dollars and Eighty one cents with interest
from this date, and costs, and there=
upon to release all error and writs
of Error
November 16th 1852

Charles Conner Seal

No 284

Samuel Galloway
vs
Charles Conborne

Debt $304.51
Damages 6.40
Costs 2.65
Writ .13
Filed Nov 22 1853
Francis Turner Clerk

Geary & Robinson
Attys for Pltff

Received this writ July 29th 1853
Levied November 9th 1853 upon the following Described Property to wit one Sorrel Horse one Bay mare one two Horse Buggy and Harness one two horse wagon and three Cows! And the above Described Property advertised in the Marysville Tribune a news paper Published and in General circulation in union County Ohio for at Least ten days previous to the day of Sale afterwards to wit on the 19th day of November A.D. 1853 it being the day i advertised said Property to be Sold!
the above Property not offered by order of Plaintiff Attorney November 22d 1853

Fees Milage	two Trips	90
	Levy	35
	Levy	35
	Advertising	25
	Return	10
	Printer fee	200
		$3.95

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 22d day of March A. D. 1853

Samuel Galloway

recovered against Charles Converse

as well as the sum of Three hundred & four dollars and Eighty one cents for his debt, as the sum of Six dollars and forty cents, for his damages; as also the sum of $ 2.69 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 Charles Converse

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 22d 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 Samuel Galloway

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 29th day of July A. D., 1853

James Turner Clerk.

Mead Galloway
v
Charles Cavers

Rec for E

Filed July 29 1853
James Lynn Clerk

Saml Galloway

vs

Charles Convers } Judgement
Mun Common Pleas

Issue a ~~Execution~~ in this
case for goods, Lands &c

To the Clk of
Mun Comm Pleas

Curry & Johnson
Attys for Plff

July 28th 1853

Civil/Domestic Case File

Case No. 1853-CV-0012

No. 53-CV-12

Union Common Pleas Court.

William North
Plaintiff,

AGAINST

Joseph Glassevek
Defendant.

MAR TERM 1853

DECREE FOR PLAINTIF

Journal 5 Page 185

Record No. No Record. Page

Ex. Doc. A Page 294

Ben Wolf
vs
Joseph A Glascock

Scire facias

Filed March 22 1853
James Dunn Clk

Lawrence Veach

Received this writ March 22d 1853
Served March 22 by leaving at the Residence
of Joseph A Glascock a certified copy of this writ
March 22 1853

Fees Mileage 40
Serv 35
Copy 60
1 35
William L Mason Shfd

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, William North lately, to wit: on the 10th day of August 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 Joseph A Glasscock for the sum of one hundred & one dollars and Twenty Eight cents Debt and one dollars and thirty nine 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 Joseph A Glasscock 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 William North 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 Joseph A Glasscock wherefore the said William North 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 Joseph A Glasscock to be before the Judges of our said court of common pleas Forthwith to show, if he has or knows of any thing to say for himself, why execution ought not to issue against his goods and chattels, lands and tenements. To satisfy said Judgment & costs And further to do and receive what our said court shall then and there consider of him in this behalf; and have then there this writ.

Witness JAMES ~~KINKADE, Jr.~~ Lyons, Clerk of said Court of Common Pleas at Marysville, this 22n day of March A.D., 1853

James Lyons Clerk.

Wm. North
vs
Joseph A. Glascock
Transcript 31

Filed March 22 1853
James Swan Clerk

Cost bill made
Record

Wm North
vs
Joseph A Glascock

Debt $ 98.42
Just Cost 22½
Ex 25
Sci Facias 25
Judgmt 12½
Ex 25

Debt $ 101.28.

Cost on Ex 25
on S. F. 20
on Ex 30

Note filed Thereupon defendant appeared Feby 16th 1852 And confessed Judgment on a note as follows One year after date I promise to Robert Inkoof or bearer the sum of Ninety one dollars for value received October 5th 1849 signed

Jos A. Glascock

Interest being calculated it appears there is due Plaintiff the 98.42 debt Therefore Judgmt is rendered against defendant for Ninety eight dollars and forty two cents debt & the costs taxed at 22½ Execution issued 1st March 1852 Ex returned indorsed on the 12th day of March 1852 & No Property found to make the demand of this writ Fees Travel 5 Serv 20/25 Samuel Ballinger Const

August 4th 1852 Scire Facias issued for appearance on the 10th day of August 1852 at eight O. Clock A.M. And delivered to John Baker Constable S. F. returned indorsed served on the within person by reading Aug 7th 1852 service 10/ mileage 10/ 20 John Baker Const August 10th 1852 eight O. clock A.M. Defendant failed to appear Interest being calculated it appears there is due Plaintiff the sum of $101.28. Therefore Judgment is rendered by default against defendant for the sum of One hundred and one dollars and twenty eight cents debt and the costs taxed at one dollar and thirty nine cents Ex issued 21st March 1852 Execution returned indorsed The within Execution returned No Property found Whereon to levy Sept 9th 1852 Mileage 10/ service 20/30/ John Baker Const

Transcript 31

The State of Ohio Union Co ss

I do hereby certify that the above is a full & true copy from the docket of M H Wadhams late a Justice of the peace for Liberty township of his proceedings in the above cause as entered in his docket which is in my possession duly certified with a full and true copy of the proceedings had by and before me in the above cause

It is suggested that the defendant has land subject to levy and sell on Ex

March 15th 1853

J. E. Henderson J. of Peace of Liberty Tp

Union Com. Pleas

Wm Storts
v
Joseph A Glascock } March Term 1853
Scire facias

Issue proper unt if Judgment is taken

Wm Storts
v
Joseph A Glascock } Sci fa
March Term 1853

Issue proper unt if Judgment is taken

Lawrence & West
March Term 1853

And have you then there this writ
Witness James Turner Clerk of
said Court of Common Pleas
at Marysville this 31st day of March
AD 1853.

James Turner Clerk

Received this writ March 31st 1853
Levied May 28 1853 in conjunction with another writ in favor of William North upon one Sorrel Steel horse one Bull and four head of cows; Advertised said Property for Sale in the Marysville Tribune a newspaper Published and in general circulation in Union County Ohio for at least ten days previous to the day of sale afterwards to wit before the day of sale; proceedings was stayed by Plaintiffs Attorney

Received of R L Broom for Joseph Glasscock One hundred Dollars June 23 1853

June 23 1853

Fees	Milage	25
	Levy	35
	Levy	35
	Advertising	25
	Return	5
Poundage		200
Poundage Fee		150
		475

June 23. 1853 Received of Sheriff U. G. Malin the sum of One hundred dollars on the within writ

James Weir
Pl's Atty

William Malin Sheriff

N. A. 294

William North
vs
Joseph A Glasscock

Debt	$101.25
Costs of writ	1.25
Int from Aug 10/52	75
Subsequent Costs	
Costs in Court	4.99
This writ	75
	109.03

Filed June 24 1853.
James Turner Clerk

Thomas Frost
atty for Pltff

The State of Ohio Union County ss
To the Sheriff of Union County Greeting
Whereas William North on the 10th day of
August A.D. 1852, before F. E. Henderson one
of our Justices of the Peace within and for
the County of Union Recovered Judgment
against Joseph A Glasscock for one hundre
and one dollars & Twenty Eight cents Debt, and
one dollar Twenty Eight cents costs of suit
And whereas afterwards upon our said writ
of Scire facias in that behalf to wit on the 23d
day of March A.D. 1853 in our Court of Common
Pleas within and for the said County of Union
and by the Judgment of the same Court it was
considered that Execution be awarded from the
said Court of Common Pleas against the
said Joseph A Glasscock upon the Judgment
aforesaid for the debt and costs aforesaid and
also for the sum of 75 cents subsequent costs
in the Court below, and also that the said
William North recover against the said Joseph
A Glasscock his costs in that behalf expended
taxed to $4.99, whereof the said Joseph A
Glasscock is convicted as appears to us of
Record, Therefore we command you that of
the Goods and Chattles and for want thereof of
the Lands and tenements of the said Joseph
A Glasscock in your Bailiwick you cause
to be made the debt and costs aforesaid
with interest on the debt from the 10th day of
August A.D. 1852, until paid, and costs
that may accrue and have you the said
monies before our said Court of Common
Pleas on the first day of their next Term
to render unto the said William North

Civil/Domestic Case File

Case No. 1853-CV-0013

Wm Nash
vs
Jos A Glaseock
Transcript

Filed March 22 - 1853
James Lowry Clerk

Cost bill
made Record

Wm North
vs
Joseph A Glascock

Note filed thereupon defendant appeared Feb 16th 1852 and confessed judgment on a note as follows

Debt $66.75. Nine months after date to pay Robert Inhoof or order
Costs $1.39. the sum of Sixty dollars for value received
Ex 25 January 3d 1850 signed Joseph A. Glascock
Interest being calculated it appears there
Transcript is due plaintiff the sum of $64.87.
31 Therefore judgment is rendered against defendant
for Sixty four dollars & eighty seven cents debt
and the costs taxed at twenty two and a half
cents Execution issued 1st March 1852
Cost on Execution returned indorsed served on the
Ex 30 ~~within~~ 12th day of March 1852 & no property
found to make the demand of this writ Fees
Travel 5/ service 20/25) Samuel Ballinger Const
August 4th 1852 Scire Facias issued for
appearance on the 10th day of August 1852 at
8. o. clock A. M. & Delivered to John Baker Const
Scire Facias returned indorsed served on the
within named person by reading August 7th 1852 Mileage
10/ service 10/20 John Baker Const August 10th 1852 8.
o Clock A. M. Defendant failed to appear Interest
being calculated it appears there is due plaintiff
the sum of $66.75. Therefore judgment is rendered
against Defendant for sixty six dollars and seventy
five cents and the costs taxed at one dollar
and thirty nine cents Execution issued 21st
August 1852 Execution returned and indorsed
The within Execution returned and no property
found whereon to levy Mileage 10/ service 20/30/ John Baker
Const Sept 9th 1852.
It is suggested that the defendant has real Estate
subject to levy and sell on Execution
Transcript 31 The State of Ohio Union Co ss
I do hereby certify that the above is a
full & true copy from the docket of M. H. Wadhams
late a Justice peace for Liberty township of his proceedings
in the above cause as entered in his docket which is
in my possession duly certified with a full and true
copy of the proceedings had by and before me in
the above cause March 15th 1853

J. E. Henderson Justice of the peace
of Liberty Township

Pur Scott
vs
Joseph A Glasscock
Scire facias

Filed March 22 1853
James D Clark
Clerk

Received this writ March 22 1853
Served this writ by ~~leaving~~ a certified copy of
this writ at the Residence Joseph A Glasscock
March 22 1853

Fees Milage 40
Serv 35
Copy 60
135
William C Mebane Shff

Return & Recd

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, William North lately, to wit: on the 10th day of August 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 Joseph A Glasscock for the sum of Sixty Six dollars and Seventy five cents Debt and one dollars and thirty nine 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 Defendant 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 William North 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 Joseph A Glasscock wherefore the said William North 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 Joseph A Glasscock 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 & 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.~~ Lowner, Clerk of said Court of Common Pleas at Marysville, this 22 day of March A. D., 1853

James Lowner Clerk.

D A 296

William Norris
vs

Joseph A Glasscock

Debt	$66.75
Int from Aug 10/52	
costs of suit	1.39
Subsequent cost	86
costs in court	4.99
This writ	.73
	74 72

Filed June 24 1853
James Turner Clerk

Lawrence & Hunt
Attys for Pltff

Received this writ March 31st 1853
Levied May 28th 1853 in Convention with another writ
in favor of William Norris upon one Lot and Blue house
one Bull and four Head of Horses, Asheville Buggy
Property in the Marysville Tribune a newspaper Published
and in general circulation in said County of Hale for
at least ten days previous to the day of Sale Advertised
to writ; Before the day of Sale Brought Replevied by
by order of Plaintiff Attorney

Fees Mileage 25
Serv 35
Return 5
65

June 23 1853

William C Allen Sheriff

The State of Ohio Union County, ss

To the Sheriff of Union County Greeting

Whereas, William North on the 10th day of August A. D. 1852, before F. E. Henderson one of our Justices of the Peace within and for the County of Union Recovered Judgment against Joseph A Glasscock for Sixty Six dollars & seventy five cents, debt and one dollar thirty nine cents cost of suit - and whereas afterwards, upon our said writ of Scire facias in that behalf to wit on the 23d day of March AD 1853, in our Court of Common Pleas within and for the said County of Union and by the Judgment of the same Court it was considered that Execution be awarded from the said Court of Common Pleas against the said Joseph A Glasscock upon the Judgment aforesaid for the debt and costs aforesaid and also for the sum of 86 cents subsequent costs in the court below, and also that the said William North recover against the said Joseph A Glasscock his costs in that behalf expended taxed to $4.99, whereof the said Joseph A Glasscock is convicted as appears to us of Record, Therefore we command you that of the goods and Chattles and for want thereof of the Lands and tenements of the said Joseph A Glasscock in your Bailwick you cause to be made the debt and costs aforesaid with interest on the debt from the 10th day of August AD 1852, until paid, and costs that may accrue and have you the said monies before our said Court of Common Pleas on the first day of their next term to render unto the said William North, and have you then there this writ

Witness James Lower Clerk of said Court of Common Pleas at Marysville this 31st day of March AD 1853

James Lower Clerk

Civil/Domestic Case File
Case No. 1853-CV-0014

No. 53-CV-14

Union Common Pleas Court.

G. A. Coxette
Plaintiff,

AGAINST

John Hawley
Defendant.

JUN TERM, 1853

JUN TERM, 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 218

Record No. No Record. Page

Ex. Doc. 4 Page 338

Law 30

G A Cassidy
Mary Pickett
Pomeroy
v
John Hawley

Clerk's fees $1.60
Sheriff 1.11
$2.71

No Rec

Gustavus A Cassell &
Mary Pickett Ex rs
of Rodney Pickett dec'd

v

John Hawley

Plea. for Summons

Filed March 22 1853
James Lyons Clerk

Mary Pickett and
Gustavus A Cassil
Executors of Rodney Pickett dec'd. Assumpsit
Damages $200. 00
v
John Hawley } Union Common Pleas
March Term AD 1853

Issue a summons returnable forthwith. endorse. "Suit brought on a note of nineteen dollars and twenty cents given by the defendant to Rodney Pickett, payable to him or bearer one day after date and dated May 8th 1849. also another note of ninety eight dollars and thirty two cents given by the defendant, made payable to R Pickett, (meaning the said Rodney Pickett) at date and dated March 15 AD 1852. Also for the price and value of goods sold and delivered to the defendant by said Rodney Pickett, money lent by said Rodney Pickett to the said John Hawley &c
Damages claimed two hundred dollars

To the clerk of Union Com Pleas. March 22d 1853

Curry & Robinson
Attys for Plffs

last above mentioned sums of money on request

And whereas also the said John Hanley on the 22d day of March AD 1853 at the county aforesaid was indebted to the plaintiffs as Executors as aforesaid in the sum of two hundred dollars for the price and value of goods & then and there sold and delivered by the plaintiffs as said Executors to the defendant at defendants request, and the defendant then and there in consideration of the premises promised the plaintiffs to pay them as said Executors the said sum of money last aforesaid mentioned on request, yet the defendant hath disregarded all of his said promises and hath not paid the said several sums of money, nor either of them, or any part thereof, though often requested to pay the same, to the damage of the plaintiffs as said Executors two hundred dollars and therefore they sue. and the said Gustavus A Cassil and Mary Pickett here bring into court their letters testamentary of the said Rodney Pickett deceased which were after his decease duly granted by the probate court in and for said county of Muir, whereby it appears to the court here that the plaintiffs are Executors of the last will and testament of the said Rodney Pickett decd & hath the Executorship thereof &c

By Curry & Kilmson
Pltfs Attys

G A Cassil & M Pickett
Exors
vs
John Hanley

Var

Filed April 23 1853
Jeremiah Simmons Clerk

Capias

The state of Ohio } Court of Common Pleas.
Miami County ss } March term AD 1853

Gustavus A Cassil, and Mary Pickett executors of the last will and testament of Rodney Pickett deceased, complain of John Hanley in a plea of Assumpsit for that whereas heretofore to wit on the 15th day of March AD 1852, at the county aforesaid the said defendant made his promissory note in writing and delivered the same to the said Rodney Pickett, and thereby promised to pay to the order of Rodney Pickett or bearer ninety eight dollars and thirty two cents at date and dated March 15th 1852, and the said John Hanley then and there in consideration of the premises, promised to pay the amount of said note to the said Rodney Pickett, (now deceased) according to the tenor and effect thereof; And ~~whereas~~ also for that whereas the said John Hanley afterwards to wit, on the 8th day of May AD 1849 at the county aforesaid made his other promissory note in writing and delivered the same to said Rodney Pickett and thereby promised to pay to the said Rodney Pickett or bearer the sum of nineteen dollars and twenty cents in one day after date which period hath elapsed, and the said John Hanley then and there in consideration of the premises promised to pay the amount of said last mentioned note to the said Rodney Pickett (now deceased) according to the tenor and effect thereof; And Whereas also, afterwards to wit on the 22 day of March AD 1853 at the county aforesaid the said John Hanley was indebted to the said Rodney Pickett in the sum of ~~twenty~~ two hundred dollars for goods then and there sold and delivered to the said defendant by said Rodney Pickett at defendants request, and in ~~twenty~~ two hundred dollars for money then and there lent by said Rodney Pickett to said defendant at his request; and afterwards to wit on the day and year last aforesaid at the county aforesaid ~~in~~ consideration of the premises, the said John Hanley promised the said Rodney Pickett to pay him said

Pickets Exr
To
Hawley

Filed June 23 1853
James Lynn Clerk

G A Cassil &
Mary Picket Ex'rs
of Rodney Picket dec'd } Union Common Pleas
~
John Hawley

This cause is settled and the defendant agrees to pay the costs if it is dismissed at the June term 1853
Marysville June 20th AD 1853

John Hawley

Mary Pickett & Sureties & Cargie
Executors of
Rodney Pickett, dec
vs

John Hawley

Damages $200.00

Served this writ by leaving
at the residence of
John Hawley a certified
copy of this writ
March 23 1853

Fees Mileage 25
Serv 35
25
March 23 1853 Copy
Return 10
55

William Allen Sheriff
Hiram Moore 23 March 1853
Fees Paid Clk

Suit brought on a note of nineteen dollars and twenty cents given by the defendant to Rodney Pickett Payable to him or bearer one day after date and dated May 8 1849 also another note of ninety eight dollars and thirty two cents given by the defendant made payable to R Pickett (meaning the said Rodney Pickett) at date and dated March 15 A D 1852 Also for the price and value of goods sold and delivered to the defendant by said Rodney Pickett money lent by said Rodney Pickett to the said John Hawley &c damages claimed two hundred dollars

Curry & Robinson
Attys for Plff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE command you to summon John Hawley

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 Gustavus A Cassil & Mary Pickett Exrs of Rodney Pickett dec in a plea of assumpsit damages Twe hundred dollars and have you then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 22 day of March A. D. 1853

James Turner Clerk.

D. A. 338

G. A. Cassidy &
Mary Pickett Exrs
&c
vs
John Potter
Frances Keating

Damages $137.00
4.84
Costs
This writ .73

Filed Nov 22 1853
James Turner Clerk

9759

Received this writ August 24 1853
~~and the within debt and costs of suit and the~~
Money Made in full and paid the
same to the Clerk of the Court from which
this writ issued My fees paid
November 21st 1853

William A. Mullins 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 25th day of June A. D. 1853 G. A. Cassil & Mary Pickett. Exs. of Rodney Pickett. Dec. recovered against John Patton and Frances Keating

as well as the sum of one hundred & thirty seven dollars ~~and cents for debt, as the sum of dollars and cents~~ for their damages; as also the sum of $ 4.84 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said John Patton & Frances Keating 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 G. A. Cassil & Mary Pickett Exs &c

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 August A. D., 1853

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0015

No. 53-cv-15

Union Common Pleas Court.

B Hopkins et al
Plaintiff,

AGAINST

George Pollock
Defendant.

JUN TERM. 1853

Settled

Journal 3 Page 229

Record No. No Record. Page

Ex. Doc. 4 Page 342

Law ~~32~~ 31

B Hopkins &
Mary Ann Hathaway
Admrs &c

vs

George Pollock
James L Robinson

1, 5-2
2, 1 6

Cert bill made
No Record

Hopkins and Hathaway
Admrs of
Ebenezer P. Hathaway &
of

George P. Mock
& James D. Robinson

Filed March 22. 1853
James Lunn Clerk

Veale & Porter

Benjamin Hopkins Administrator
and Mary Ann Hathaway Administratrix
of Ebenezer P. Hathaway Dec.
vs
George Pollock &
James D Robenson

A Assumpsit Damages
Four hundred Dollars

Issued a Summons returnable forthwith, "Indorse Suit brought On note of hand given by Defendants to said Ebenezer P. Hathaway ~~and order~~ or order ~~bearing date~~ for Three hundred Dollars dated Sept. 1st 1846. and payable on or before the first of January 1853. with interest from Date, Also for goods sold and delivered Money had received and on an account Stated Damages Claim four ~~hundred~~ Dollars

Calle J. Porter Atty for Pltffs,

To the Clerk of ~~Court~~
Common Pleas Lemm
County Ohio
March 21, 1853.

Benjamin Hopkins
Admr & Mary
Ann Hathaway
administratrix of
E. P. Hathaway
vs
Lewis Pollock
& James D Robinson

Damages $400.00

Filed Mar 28 - 1853
James Dunn
Clk

suit brought on note of hand given by Defendants to said Ebenezer P Hathaway or order for three hundred Dollars dated Sept 1st 1848 and payable on or before the first of January 1853 with interest from Date. Also for goods sold and delivered money had and received and on account stated Damages claim four hundred Dollars

Cole & Porter
Attys for Plffs

Served this writ March 22d 1853 by leaving at the residence of each of the within named Defendants a certified Copy of this writ

March 23d 1853

Fees Milage 60
Fees 55
Copys 75
Return 10
$2.00

William C Martin Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE command you to summon George Pollock & James S Robinson 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 Benjamin Hopkins admr & Mary Ann Hathaway Administratrix of Ebenezer P. Hathaway dec in a plea of assumpsit damages Four hundred dollars and have you then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 22 day of March A. D. 1853

James Turner Clerk.

to the said Ebenezer P. Hathaway on an account then and there stated between them. And the defendants afterwards in the life time of the said Ebenezer P. Hathaway to wit on the day and year last aforesaid, at the county aforesaid in consideration of the premises respectively promised to pay the said last mentioned moneys respectively to the said Ebenezer P. Hathaway on request yet they have disregarded their promises and have not paid any of the said moneys or either of them or any part thereof to the said Ebenezer P. Hathaway in his life time or since his death to the said plaintiffs, administrator and administratrix as aforesaid, To the damage of the plaintiffs as administrator and administratrix as aforesaid four hundred dollars, and therefore they sue &c And the plaintiffs bring into Court here their letters of administration, which give sufficient evidence to the Court that they are administrator and administratrix of the said Ebenezer P. Hathaway deceased

Cole & Porter
Attys for Pltffs

Admin Comm & Pltffs

Benj Hopkins admr
& Mary Ann Hathaway
admrx &c
vs
George O. Wolcott
James D. Robinson

Filed May 2 1853
James Dunn Clerk

Cole & Porter

State of Ohio } Court of Common Pleas
Union County ss. } of the term of March AD 1853

Benjamin Hopkins administrator and Mary Ann Hathaway administratrix of all and singular the Goods Chattels and credits which were of Ebenezer P. Hathaway deceased at the time of his death who died intestate, complain of George Pollock and James D Robinson, in a plea of Assumpsit for that whereas the defendants on the first day of September AD 1848 at the County of Union aforesaid made their joint & several promissory note in writing and delivered the same to the said Ebenezer P. Hatha=way in his life time and thereby promised to pay to the said Ebenezer P. Hathaway or order three hundred, dollars, on or before the first day of January AD 1853; 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 amount of the said note, according to the tenor and effect thereof, and whereas also the defendants in the life time of the said Ebenezer P. Hathaway to wit on the first day of septemba AD 1848 aforesaid at the County of Union aforesaid was indebted to the said Ebenezer P Hathaway in four hundred doll=ars, for the price of goods and Chattels sold and delivered, by the said Ebenezer P. Hathaway to the defendants at their request. And in four hundred dollars for money had and received by the defendants for the use of the said Ebenezer P Hathaway, and in four hundred dollars for money found to be due from the defendants

Civil/Domestic Case File

Case No. 1853-CV-0016

No. 53-CV-16

Union Common Pleas Court.

Thomas McDowell
Plaintiff,

AGAINST

Ruben Westlake,
Defendant.

APR TERM. 1854

JUD'G VS PLAINT'F

Journal 5 Page 306

Record No. 7 Page 25

Ex. Doc. A Page 457

Case 11

John Doe Eq Dem
Thomas McDowell
vs
Reuben P Westlake
Et al

Cert Brief made
Record
Appeal

Case No. ~~14~~ 11

Dor Esrdem

Thomas McDowell

v

Reuben P Westbrook

et al

Non

Enlistments

Filed March 22 1853

James Irwin Clerk

No 1

Swan & Andros

Jan service of the within declaration is hereby acknowledged. Fullerton & Wallace

Elizabeth Wallace and Fullerton

Westbrook by H G Blair their atty

Union County ss.

Court of Common Pleas
March Term AD 1853.

John Doe complains of Richard Roe for that Thomas McClellan on the first day February AD 1853 at said County of Union had demised to the said John Doe the following lands and tenements to wit the following part of Survey No 1913: Beginning at three sugar trees and three iron woods in the south west corner of said Survey and north west corner of E Rickmans Survey No 4070; thence N. 2° W. 209 perches; thence N. 80° E. 265 perches; thence S. 10° E 209 perches to the south boundary line of said Survey and north boundary line of E Rickmans Survey aforesaid; thence with said Rickmans line South 80° W. 265 perches to the beginning containing 346 2/3 acres and also ten Cabins ten messuages ten barns ten stables two hundred acres of arable land; two hundred acres of pasture land; two hundred acres of meadow land; two hundred acres of wood land; ~~and~~ two hundred acres of land covered with water and two hundred acres of other land with the appurtenances situate in said County. To have and to hold the same to said John Doe from the first day of February AD 1853 for and during the term of twenty years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof, for the term aforesaid; and the said John Doe being so thereof possessed, the said Richard afterwards to wit on the second day of February in the year aforesaid with force and arms

entered into the said tenements and appurtenances and ejected the said John Doe therefrom, and other wrongs to the said John Doe then and there did To his damage one hundred dollars And therefore he sues

By Swan & Andrews his Attys

~~Ad~~. To Mary J Westlake
Elizabeth Westlake
Reuben P Westlake

I am informed that you are in possession of a 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 same premises do advise you to appear at the ~~[illegible]~~ present 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 you by default and you will be turned out of possession

March 22, 1853 — Richard Roe

Doe on Dem
Thos McDowell
vs
Reuben B Wallace
Etals

Precipe for
Welcome

Filed Nov 12 1853
James Lynn clk

by Albert Catt atty
for Defts

John Doe. Ex dem
Sho McDowel
vs
Rubin P Wallace et als

In Union Com Plea
Nov 12th 1853

Issue a supence (in behalf of defendants), for the following witnesses returnable on the — day of the next term of Court, to wit. Mr Wells sen, Wm Wells jr, Mary Gregg, Edward Gregg, John Armeine sen, & Lobias Beatter

To the Clerk of
said Court

By R. C. Clark
Atty for Defts

John Doe & Jane
Thomas McDowell
vs

Reuben P. Nestlerode
et al

Filed Nov 22 1853
James Irwin Clerk

Served this writ by reading to John Barber
November 12th 1853 fees demanded and not
paid Served this writ by reading to Mary
Gregg November 15th 1853
Served by reading to John Amum Sr
November 17th 1853 Served this writ
by reading to William Wells Sr
November 19th 1853
Served this writ by leaving at the
residence of William Wells Sr a certified
copy of this writ November 18th 1853
the within named Edward Gregg
not found

Fees Milage 50
Serv 6 2½
return 10
12 2½

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Wells, William Wells 2d Mary Gregg Edwards Gregg John Amosine, Jun Lobies Beighler

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 first 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 Thomas McGowell is Plaintiff, and Reuben P Westlake & al are Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 12 day of November A. D. 1853

James Turner Clerk.

M. Lowell
v
Ros Tler Ma

Filed Nov 22 1853
James Dunn Clerk

Served this writ by reading
to the within named P B Smith
November 22d 1853

Fees Milage 5
Serv 12½
Return 5
22

William C Muzzey Shff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon P B Smith

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~~ 2d Thursday ~~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 John Doe & Jane Thomas McDaniel 's Plaintiff, and Reuben P Westlake Ot are 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 23 day of Nov A. D. 1853

Clerk.

Served this writ by delivering to the within named Levy & Hallo
November 22 1853

Fees Mileage 5
Serv 12½
5
new
22½
1

William C. Allen Sher

John G. Dunn
Thomas McDowell
vs
Reuben P. Kettlake
et al

Suit for writ

Filed Nov 22 1853
James Lunn clerk

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~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein John Doe & Jane Thomas McDowell is Plaintiff, and Reuben P Wallace Etal 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 31st day of November A. D. 1853

James Turner Clerk.

John Doe Ex dem
Thos McDowell
vs
Mary J Westfall
Et al

Filed March 23 1853
James Lucas Clerk

No 2

By T. L. Clark

John Doe Ejectment
Thomas McDonell
vs
Mary J. Westlake
Elizabeth Westlake
& Reubin D. Westlake

In Ejectment

And the said Mary J. Westlake Elizabeth Westlake & Reuben Westlake he comes and confesses the lease, entry and ouster in the said declaration mentioned and admits themselves to be in possession of Forty two acres of Land part of Survey No 19 13 and described as follows to wit Beginning at two Dogwoods on Iron wood & Buckeye in the line of Tobias Bighlan 100 acres thence N 10 E 71 poles to a sugartree thence N 85 45 W 94 poles to a hickory, Elm, and ash thence N 10 W 72 poles to a Sugartree thence S 80 E 94 poles to the beginning parcel of the premises in the said declaration mentioned, & for plea says, that he is not guilty of the trespass and Ejectment in the said declaration alleged against them and of this they put themselves upon the country &c. And the said John Doe do the like

By Aldelaide Atty
for defendants

Hon Ender
McDowell
v
Westbrook
et al

Filed Nov 22 1853
James Lynn clerk

No 3

McDowell
v
Westlakes

Motion for new trial

The pltff. moves the court for a new trial on the ground that the court erred in charging the jury that the plaintiff was not entitled to set up the nonsuit between the parties for journal entry and files so as to save the running of the statute of limitations

It is agreed by counsel that the proper bill of exceptions in this case may be made up and signed as of the present time, so as to present upon the record for error the question as to the ~~[illegible]~~ effect &c of since nonsuit &c Either party making up the same at any time during the next term

Nov. 1853.

Chuck & Stanton & Allison
for defendants.

J R Swan for pltff

Civil/Domestic Case File

Case No. 1853-CV-0017

No. 53-CV-17

Union Common Pleas Court.

G A Castle
Plaintiff,

AGAINST

Patton & Keating
Defendant.

JUN TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 247

Record No. 6 Page 404

Ex. Doc. A Page 338

Law ~~34~~ 33

L. A. Cassil &
May Ann Pickett
vs

John Patten
Francis Keating
Partners &c

Cost bill made
Record

Gustavus A Cassil
Mary Pickett
Exrs. of Rodney Pickett
v
John Patton and
Francis Keating
partners in the firm
name of Patton & Keating

Prec for Summons

Filed March 23 1853
James Lyon clerk

1

Gustavus A. Capsil, & Mary Pickett, executors of Rodney Pickett deceased.
vs.
John Patton and Francis Keating Partners, under the Name and firm of Patton & Keating.

In Assumpsit &c

Damages, Three Hundred Dollars.

Issue a summons returnable forthwith. Indorse on the writ: "Suit brought to recover the price and value of goods sold and delivered, Work and labor done, Money lent, Money paid, Moneys had and received, and also on an account stated. Damages claimed as due, Three Hundred Dollars.

Curry & Robinson
Attys for Pltff's.

To the Clerk of
Union Common Pleas

Dated March 23 1853.

Partners & Copartners
Mary Pickett Executrix
of Bailey Pickett dec
vs
John Patton, and
Francis Keating
Partners, under the
name and firm of
Patton & Keating

Damages $300.00

Filed March 23 1853
Jno Lum Clerk

Suit brought to recover the price and value of goods sold and delivered Work and labor done, money lent money paid, money had and received, and also on an account stated. Damages claimed as due Three Hundred Dollars

Curry & Robinson
Attys for Plffs

Served this writ March 23 1853
by delivering to John Patton and Francis Keating
Each a certified copy of this writ

Fees	Mileage	25
	Serv	55
	Copys	20
	Return	10
		110

William L. Mills Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE command you to summon John Patton & Francis Keating, Partners under the name and firm of Patton & Keating 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, forthwith ~~on the first day of the next Term thereof~~ to answer unto Gustavus A Cassil & Mary Pickett Executors of Rodney Pickett dec'd in a plea of Assumpsit damages $300,00 and have you 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.

partners on an account then and there stated between them

And the defendants as said partners afterwards on the day and year aforesaid at the county aforesaid in consideration of the premises respectively promised ~~to pay~~ the plaintiffs as said Executors to pay them said several lasts above mentioned sums of money on requests: yet the defendants as said partners and as individuals have disregarded all of their said promises, and have not paid said sums of money, nor any of them or any part thereof, either to said Rodney Pickett in his life time nor to the plaintiffs, or either of them, but all of the same remain unpaid and due, and though the ~~defendants~~ plaintiffs have often requested the defendants to pay said several sums of money, yet they have not paid the same or any part thereof to the damage of the plaintiffs as said Executors, of the sum of three hundred dollars & therefore they sue And the said plaintiffs here bring into court their letters testamentary of the said Rodney Pickett deceased granted in due form of law by the probate court in and for said county of Marion, whereby it appears ~~to~~ the court that the plaintiffs are Executors of the last will and testament of the said Rodney Pickett, and have Executors thereof &c

By Curry & Richardson. Pltffs Attys

Geo Cassidy & M. Pickett
Ex rs &c
v
Patterson & Keating

Var

Filed April 23 1853
James Lemon Clerk

3

C & R

The state of Ohio } Court of Common Pleas
Union County ss } March Term AD 1853

Gustavus A Cassil and Mary Pickett Executors of the last will and testament of Rodney Pickett deceased complain of John Patton and Francis Treating, Partners under the style and name of Patton & Treating in a plea of Assumpsit for that whereas heretofore to wit, on the 22d day of March AD 1853 at the county of Union aforesaid the said defendants as partners were indebted to the said Rodney Pickett in the sum of three hundred dollars for the price and value of goods then and there sold and delivered by said Rodney Pickett to the defendants as partners, at their request, And in three hundred dollars for work then and there done, and materials found for the same, by said Rodney Pickett for the defendants as partners at their request, and in three hundred dollars for money then and there lent by said Rodney Pickett to said defendants as partners, at their request; And in three hundred dollars for money found to be due the said Rodney Pickett, on an account then and there stated between them, And the defendants as partners as aforesaid afterwards to wit on the day and year aforesaid at the county aforesaid ~~did~~ in consideration of the premises respectively promised the said Rodney Pickett to pay him the said several sums of money on request And whereas also, afterwards to wit on the day and year aforesaid at the county aforesaid the said defendants as said partners being indebted to the plaintiffs as executors as aforesaid in the sum of three hundred dollars for the price and value of goods then and there sold and delivered to the defendants as said partners by the plaintiffs as said Executors, at said defendants request And in the sum of three hundred dollars for money then and there lent to the said defendants as said partners by said plaintiffs as said Executors at defendants request and in three hundred dollars for money then and there found to be due the plaintiffs as said Executors, from said defendants as said

Civil/Domestic Case File

Case No. 1853-CV-0018

No. 53-CU-18.

Union Common Pleas Court.

Alfred Merrick
Plaintiff,

AGAINST

David Watkins,
Defendant.

MAR TERM. 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 206

Record No. 6 Page 327

Ex. Doc. A Page 268

Alfred Merrick
vs
David Watkins
Transcript

Filed March 23 1853
James Lum Clerk

Clerk Bill
made
Record
March
7 1853

I do hereby certify the above to be a true Transcript taken from my docket March 13th 1852

Joshua Marshall J.P.

April 1st 1852. This day ~~came~~ the said David Watkins came and waved the issuing and service of process, entered his appearance herein and confessed a judgment in favor of the said Alfred Merrick for the sum of Seventy Dollars and Ninety five cents, and requested me to render judgment for the same, it is therefore considered by me that the said Alfred Merrick, recover of the said David Watkins, a judgment for the sum of Seventy Dollars and Ninety five Cents, and the costs of this proceeding taxed at Twelve and a half cents, and that execution issue therefor,

March 19th 1853. Execution issued and delivered to William Wells Constable

March 23d 1853 Execution returned, Endorsed "No property found whereon to levy

Fee. Service	10
Mileage	5
March 23d 1853 Wm Wells Const,	15

March 23d 1853, It is suggested to me that said Defendant is possessed of lands liable to levy and sale on execution

The State of Ohio Union County Paris Township ss
I John Bloods a Justice of the Peace within and for the Township of Paris in said County do hereby certify that the foregoing is a full and true copy from my docket

The State of Ohio Union County ss

Alfred Merrick vs David Watkins On Review Plaintiffs costs	Suit brought on the following Transcript duly certified from the docket of Joshua Marshall late a Justice of the Peace for the Township of Paris in the County of Union;	
Jus judgment 12½		
Execution 25	Alfred Merrick vs David Watkins	Suit brought on promissory note and due bill which read "Two years after date I promise to pay Alfred Merrick or bearer the sum of Forty four Dollars and Sixty Eight cents, Dated April 1st 1845. Due bill reads "Due A. Merrick or bearer Zanesville July the 15th 1837, the sum of Two Dollars and Seventy five cents signed by David Watkins
Transcript 3½		
6 8½		
	Justices costs	
Constables costs	Judgment 12½	
Serving Execution 10	Issuing Execution 25	
Mileage 5	Satisfaction 10	
15	This Transcript 3½	
	$7 8½	
	Const costs	
	Service 20	
	Mileage 15	
	35	

Decr 25th 1849 Defendant appeared, entered his appearance herein waved process and confessed that he owed the Plaintiff the sum of Sixty one Dollars and Forty seven cents, principal and interest and requested me to render judgment accordingly ~~and for costs~~. It is therefore considered by me that Alfred Merrick recover of David Watkins the sum of Sixty one Dollars and forty seven cents to be levied of the goods and chattels of the said David Watkins.

January 21st 1850. Execution issued and delivered to Edward Powers Const.

February 20th 1850 Execution ~~returned~~. No property found wherein I can make any part of the within writ February 20th 1850. Edward Powers. Const

Fees — service 20
Mileage 15
35

of the proceedings had by and before me in the above cause.

John B Coates J.P.
of the aforesaid Township

Alfred Merrick
vs
David Watkins

Trespass

Filed March 24 1853
James Lemon Clerk

Received this writ March 23 1853
Served this writ by Delivering to David Watkins
A certified Copy of this writ March 24th 1853

Fees Milage	5
Serv	35
Return	10
Copy	60
	$1,10

William L. Marrs Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, Alfred Merrick lately, to wit: on the ~~25~~ 1st day of ~~December~~ April A. D., 1852 before John B Coats Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against David Watkins for the sum of Seventy dollars and Ninety five cents Debt and dollars and Twelve & a half 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 John B Coats Esquire, Justice of the Peace as aforesaid, that the said David Watkins 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 Alfred Merrick 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 David Watkins wherefore the said Alfred Merrick 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 David Watkins to be before the Judge~~s~~ of our said court of common pleas Forthwith to show, if he has or knows of any thing to say for himself, why execution ought not to issue against his goods and chattels, lands and tenements to satisfy said Judgment & costs. And further to do and receive what our said court shall then and there consider of him in this behalf; and have then there this writ.

Witness JAMES ~~KINKADE, Jr.~~ Lromer, Clerk of said Court of Common Pleas at Marysville, this 23d day of March A. D., 1853

James Lromer Clerk.

Alfred Merrick
vs.
David Watkins

Praecipe for
Execution

Filed May 25 1853
James Linn Clerk

Alfred Merrick
vs.
David Watkins

In Dei. fac.

Issue execution in this case.

Curry & Robinson
Atty's for Plff.

To the Clerk
of Union Com. Pleas

Date March 25th 1853.

D A. 268

Alfred Merrick

vs

David Watkins

Debt	$70.95
Int from a/c 1/52	
Costs of Suit	22½
Subsequent Costs	90
Costs in Court	4.44
This Writ	73

Received this Writ March 25th 1853
To levy on Chattels or tenements Annex
thereon to Levy April 4th 1853

Geo Milose 5
Fees 35
Return 10
50

William S. Mahin Shff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

Whereas Alfred Merrick on the 1st day of April AD 1852 before John B Coats one of our Justices of the Peace within and for the County of Union Recovered a Judgment against David Watkins for Seventy dollars and Ninety five cents Debt and twenty two ½ Cents Costs of Suit. And whereas Afterwards upon Our Certain Writ of Scire facias in that behalf to wit on the 24th day of March AD 1853 in Our Court of Common Pleas within and for the said County of Union and by the Judgment of the same Court it was considered that Execution be awarded from the said Court of Common Pleas against the said David Watkins upon the Judgment aforesaid for the Debt and Costs aforesaid and also for the sum of 91 cents Subsequent Costs in the Court below and also the said Alfred Merrick recover against the said David Watkins his Costs in that behalf expended taxed to $4.44 whereof the said David Watkins is Convicted as appears to us of Record Therefore we Command you that of the Goods and Chattles and for want thereof of the Lands and tenements of the said David Watkins in your Bailiwick you cause to be Made the Debt and Costs aforesaid with interest on the Debt from the 1st day of April AD 1852, and also the Costs that may accrue and have you the said Monies before our said Court of Common Pleas on the first day of their next term to render unto the said Alfred Merrick and have you then there this writ

Witness James Turner Clerk of said Court of Common Pleas at Marysville. This 25th day of March AD 1853

James Turner Clerk

Civil/Domestic Case File

Case No. 1853-CV-0019

No. 53-cv-19

Union Common Pleas Court

Isaac Butt
Plaintiff,

against

Perry and Coulter
Defendant.

JUN TERM. 1854

Decree for Plaintiff

Journal 5 Page 345-365

Record No. 6 Page 749

Ex. Doc. A Page 282

Isaac Butt
vs
James Coulter &
~~William Perry~~

Praecipe for attach

Filed March 24 1853
James Linn Clerk

Isaac Butt
vs
James Coulter &
William Perry

In Assumpsit. Damage one hundred and Twenty Dollars.

Issue a writ of Attachment returnable forthwith ~~at next term~~. Endorse, Suit brought on a note of hand given by Defendant to Plantiff, for Seventy five Dollars, dated November 15th A.D. 1851. due Nine Months after date. with Ten per cent interest from date.

Also. for goods sold and delivered. Money had and received &c.

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

March 23. A.D. 1853.

J. B. Allen, Atty for Pltff

J. B. Allen, makes oath and says that he is the attorney of the above named Isaac Butt in his behalf and duly authorized to collect the said claim, and that the above named James Coulter & William Perry are the joint debtors of the above named Isaac Butt and have absconded to the injury of their creditors, as he verily believes

J B Allen

Sworn to and Subscribed before me this 24th day of March AD 1853

James Lowe Clerk

Isaac Butt
v
James Coulter
William Perry

Attachment

Filed March 24
1853
James Linn Clerk

Received this writ March 24 1853
Not served for want of time
March 24 1853

William C. Mercer
Sheriff

Suit brought on a note of hand given
by defendant to Plaintiff for seventy
five dollars, dated March 15th 1851
due nine months after date with lawful
per cent interest from date. Also for
goods sold and delivered many days
Received S C

S B Allen atty for Plff

The State of Ohio. Union County ss

To the Sheriff of said County Greeting
we command you that you forthwith
attach the lands tenements goods chattles
rights credits moneys and effects of James
Caulter & William Perry. Wheresoever
they may be found and the same keep
or so provide that the same or the value
thereof be forth coming to answer the
Judgment of our Court of Common Pleas
within and for the said County of Union
in a certain action In assumpsit therein
prosecuted by Isaac Butt. against the
said James Caulter & William Perry
for one hundred and Twenty dollars Damages
and in what manner you shall
Execute this writ make appear to our
said Court of Comm a pleas forth with
And have you then there this writ

Witness James Lowmer Clerk
of said Court of Comm
Pleas at Marysville this
24 day of March A.D. 1853
James Lowmer Clerk

No. 53-CV-19

UNION COMMON PLEAS COURT.

Isaac Richey Plaintiff

against

James Coultrz et al Defendant.

JUN TERM. 1854

JUDGMENT VS DEFENDANT

$62 40

Journal 5 Page 344

Record No. Page

Ex. Doc. Page

Adam Richie

vs

William Perry } In Attachment
James Carter

This day came the plaintiff one of the creditors of the defendants and though three times ~~times~~ solemnly called the defendants came not but made default. Thereupon it is considered the defendants did assume and promise in manner and form as alleged; thereupon it is considered that the plaintiff recover of the defendants his damages sustained on account of the non performance of said promise in said declaration mentioned and do assess the same at ~~one hundred and thirty nine dollars & eighty cents~~ two hundred & one dollars and fifty cents; therefore it is considered that the said Adam Richie recover of the defendants said sum of two hundred and ~~thirty nine~~ one dollars & ~~eighty~~ fifty cents his damages aforesaid and his costs herein expended taxed to dollars

139.80
61.70
201 50

I indorse the within note to
to be good

Samuel Lewis

I assignover the within note without any
recorse on me what ever
this the 1 Day of March Daniel S Kelly

Apr. 12th 1854 Amt $85.62½

For value received we or either of us promise to pay Israel Lucas or order the sum of seventy five dollars twelve months after date this december 2th 1851 } witness

William Perry his mark

Thomas Johnson

James Boulter

12th April 1854 audit $61.70

Perry
$60.00

October 22nd 1852

twelve Months after date for Value Received I
promis to pay Wm Pickey or bearer Sixty
dollars Witness My hand Wm Bery

his Mark

Apr 12th 1854 Am 1 93

$93.12½

James
Coulter
$75 — 96

November the 18 1841 Min month after
Dat we ir ether of us promest to pa
Isac Bul in bair Seventy five Dolars for valaresed
of him with ten cents inters from Dat

James Coulter
william his + mark Bery

1853-CU-19

1853

ATTACHMENT.

On the 30th day of March, A. D. 1853, C. Cooper & Co., caused to be issued from the Court of Common Pleas of Union county, Ohio, a writ of attachment, for the sum of eighty-five dollars, against the property and effects of William Perry and James Coulter, which writ has been served and returned.

JAMES TURNER, *Clerk.*

I. B. ALLEN, *Att'y for Pl'ff,*
April 12th, 1853. n2w6.

P/3 475

Andrew Pollock, of the County of Union, Ohio, makes oath and says that a true copy of the above notice was advertised in a newspaper called the Union Journal, printed in the town of Marysville in Union County Ohio, for Six weeks successively, commencing on the 13th day of April 1853 and ending on the 18th day of May 1853.

Andrew M Pollock

Sworn to by Andrew Pollock before me and subscribed in my presence.

John B Leonts J.P.

Printers fee $1.75
" 25

J P Fees

Wm Pary & other
note 120.00

due Jany 1. 1852

Don M.
union

Paid Nineteen
dollars $ 19,00
Dec 16 1851

Paid fifteen dollars
& twenty cts 15,20
Dec 30 1851

Pd Twelve dollars
to Clark Jan 17/52
12,00 as p. receipt

Paid Five dollars
$2,00 Jan 21/52

Paid Six dollars
and fifty five cts
6,55 Feby 10 1852

Paid Twelve dollars
$ 12,00 March 3d 1852

Received on this Note $11.50 & Price 8th 1852
Jan 29 — 1852 5.00
Filed March 24th 1858
John Schuyler

$ 120.00 $42.63 Mount Vernon, July 11 1851.

On the first January 1852 ~~we~~ We — promise to pay

to the order of C. Cooper Ro = One hundred & Twenty

dollars ~~—~~ ~~with~~, for value received.

William & Mary

Attest Jos Murphy

mark

James Coulter

Dover Tp.

Union Co.

Mrs Perry & others
note $120.00
due Jan 1. 1853
Dover N
Union

This is to Certify that Adam Richy is security on the within note & signed this note as security & that he this day paid the sum of forty five dollars on the same & gave his note for the sum of Eighty one dollars & ten cents being for the balance & interest due at this date on the within note after deducting the $45. dollars paid by the said Richy

May 16th 1853

C Cooper & Co
pr S Chase agt.

Apr. 12. 1852 Amt. $120.00

1853 8

$ 120.00 Mount Vernon, July 11. 1851.

on the first January 1853 ~~after date~~ We promise to pay

to the order of C. Cooper Co — One hundred and

Twenty dollars with use, for value received. William his + Mary

Dow Albert W. Murphy James Cooper

Tp. Clark

Union Co. Adam Richey

Notes

Amt. of notes against Wm. Perry & J. Coulter.

Note given to x Wm. Richey prin $60.00. Int 1.70 = 61.70
" " — x — Isaac Britt " $75.00. Int 18.12½ = 93.12½
2 " " — x — Israel Lucas " $75.00. Int 10.62½ = 85.62½
pr. x " — x — Israel Lucas Amt = . . . 6.13
" Given to x C. Cooper & Co. for A. Richey, prin $120, Int. 9.10 = 129.80
" " x C. Cooper & Co. . . . Amt. 42.63
429.01
429.01

No. 53-CU-19

Union Common Pleas Court

Rowland Lee
Plaintiff,

against

William Perry
Defendant.

JUN TERM. 1854

Journal 5 Page 337-365

Record No. 6 Page 749

Ex. Doc. A Page 2 8 2 4

Rowland Lee
vs

William Perry
Appeal &c

An inventory and appraisement of property attached by the undersigned William Wells Constable, of Paris Township Union County at the suit of Rowland Lee against William Perry made this 23rd day of February 1853 upon actual view by said Constable and George Snodgrass, ~~two freeholders of said County, the said~~ and Thomas Teas two freeholders of said County (the said George Snodgrass and Thomas Teas being first duly sworn by said Constable. to wit.

one	Large Cow with calf		25.00
1	Small Milk Cow		15.00
10	Head of Sheep	1.25	12.50
2	Bedsteds Each	4.50	9.00
1	Cook Stove & Pipe		12.00
1	Barrel Whiskey 43 Gal.		8.00
1	Grind Stone & hangings		2.50
1	Corn Harrow		50
1	Shovel Plow		1.00
1	do do		1.50
1	Cast Plow		3.50
2	Horse Collars		1.00
1	Blind Bridle		50
2	Pair Hames		1.00
1	pair Check Lines Backband hip straps & chains		2.00
1	Waggon Box & feed trough		5.00
1	Field Wheat say 11 Akers		11.00
1/2	of two Stacks of Oats		25.00

february the 23 1853 William Wells Const
George Snodgrass } appraisers
Thomas Teas

After varels on the 25th day of February 1853 we the same appraisers as above, being sworn as above men tioned appraise One, two horse Wagon & Wagon bed at $45.00

William Wells Const
George Snodgrass
Thomas Teas

~~The above~~

Civil/Domestic Case File

Case No. 1853-CV-0020

No. 53-CV-20

Union Common Pleas Court.

Samuel B. Boardman adm
Plaintiff,

AGAINST

J. C. Sutelle et al
Defendant.

JUN TERM 1853

Settled & C

Journal 5 Page 218

Record No. Page

No Record.

Ex. Doc. A Page 308

Law 35

Samuel Boardman
Admrx &c

vs

J C Lidle Etals

Cost bill made
No Recovery

S. Boardman Adms
vs Susan Boardman Administratrix
of Hiram Boardman Dec'd

Execution

G. & Fidle et al

Filed March 24 1853
James Lyons Clerk

C & R

Samuel Boardman Administrator
Susan Boardman Administratrix
of Hiram Boardman Dec'd
Plaintiffs

Ole Stelle
J H Flord
J A Flord
J D Bennett

Amount Damages
one hundred and
fifty Dollars.

Issue a Summons returnable forthwith "Indorsi" suit Brought on note of hand made by defendants to Justus Butler or order for one hundred Dollars dated on the fourth day of July AD 1851 payable one year after date, and assigned to plaintiffs. Also for Goods sold & delivered, money had & received and on an account stated

Cole & Porter
Attys for Plaintiffs

To Clerk of Union Cir.
Pleas Dated March 24
1853

Samuel Boardman
administrator &
Susan Boardman
administratrix of
Hiram Boardman
deceased, assignees
vs
G C Sidle
J H Flood
I M. Flood
J D Bennett

Damages $150.00

Filed March 24/53
Lincoln Clerk

Suit Brought on note of hand made by defendants, to Justus Butler or order for one hundred dollars dated on the fourth day of July A D 1851 payable one year after date and assigned to Plaintiffs. also for goods sold & delivered money had & received and on account stated

Cole & Porter Attys for Plff

Serd this writ by leaving at the Residence of J H Flood and G C Sidle Each a certified copy of this Writ March 24 th 1853 the within named I M Flood and J D Bennett not found

March 24 th 1853

Fees Mileage	75
Serv	95
Return	10
Costs	60
	2.40

William L Martin Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE command you to summon F. C. Sidle, S. H. Flood, J. M. Flood & J. D. Bennett 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, Forthwith ~~on the first day of the next Term thereof~~ to answer unto Samuel Boardman, Admr & Susan Boardman Admx of Hiram Boardman, dec'd assignees in a plea of Assumpsit damages one hundred & fifty dollars and have you then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 24th day of March A. D. 1853

James Turner Clerk.

Union Com Pleas

Samuel Bowdinum
Susan Bowdinum Adm

v

J. C Sille et al

Filed May 3rd 1880
James Turner
Clerk.

Costs $4.10

Cole & Bates

State of Ohio } Court of Common Pleas
Union County } March term AD 1853

Samuel Boardman administrator and Susan Boardman administratrix of the goods and estate which were of Hiram Boardman deceased at the time of his death who died intestate, sued out a writ of summons herein against J. C. Sidle S. H. Flood, J. M. Flood and J. P. Bennet the defendants in said writ named, to which the Sheriff of said County has returned not found as to the said J. M. Flood and J. P. Bennet, and thereupon the said Samuel Boardman administrator and Susan Boardman administratrix as aforesaid complain of J. C. Sidle and S. H. Flood in a plea of assumpsit for that whereas, the said defendants in said writ named on the fourth day of July AD 1851 at the County of Union aforesaid made their Joint and several promissory note in writing, and then and there delivered the same to one Justus Butler, and thereby promised to pay the said Justus Butler or order one hundred dollars, one year after the date thereof which period has now elapsed, and the said Justus Butler then and there indorsed the same to the said Hiram Boardman in his life time, whereof the defendants in the said writ named 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 Hiram Boardman according to the tenor and effect thereof; And also for that whereas, the said defendants in said, writ named, on the fourth day of July AD 1851 aforesaid, at the County of Union aforesaid, made a certain other Joint and several

promissory note in writing, and then and there delivered the same to Justice Butler, and thereby promised to pay the said Justice Butler or order one hundred dollars, one year after the date thereof, which period has now elapsed, and the said Justice Butler then and there indorsed the same to the plaintiffs, as administrator and administratrix as aforesaid whereof the said defendants in said writ named then and there had notice and then and there in consideration of the premises promised to pay the amount of the said last mentioned note to the plaintiffs as administrator and administratrix as aforesaid, according to the tenor and effect thereof, And also for that whereas the said defendants in the said writ named on the first day of March AD 1853 at the County of Union aforesaid were indebted to the plaintiffs as administrator and administratrix as aforesaid in one hundred, and fifty dollars for goods sold and delivered, by the plaintiffs as administrator and administratrix as aforesaid to the defendants in said writ named at their request, and in one hundred and fifty dollars, for money found to be due from the defendants in said writ named to the plaintiffs as administrator and administratrix as aforesaid on an account then and there stated between them, And whereas the defendants in said writ named on the first day of March AD 1853 aforesaid, at the County aforesaid in consideration of the premises promised to pay the last mentioned sums of money to the plaintiffs as administrator and administratrix on

request. Yet the said defendants in the said writ named have disregarded their promises and have not paid any of the said moneys or either of them, or any part thereof, either to the said Hiram Boardman in his life time or to the plaintiffs as administrator and administratrix aforesaid, since the death of the said Hiram Boardman, nor have they paid to the plaintiffs as administrator and administratrix aforesaid, any of the moneys which they so promised to pay them or any part thereof, to the damage of the plaintiffs as administrator and administratrix as aforesaid one 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 administrator and administratrix of Hiram Boardman deceased

By Cole & Porter
Pltffs Attys

Civil/Domestic Case File

Case No. 1853-CV-0021

No. 53-CU-21

Union Common Pleas Court.

Orlander Stewart et al
Plaintiff,

AGAINST

Charles J Fairfield.
Defendant.

JUN TERM. 1854

April 1854

DECREE FOR PLAINTF

Journal 5 Page 300

Record No. 7 Page 5

Ex. Doc. A Page 420

Law ~~20~~ 14

Orlando Stewart
Elsey B Stewart
vs
Charles L Fairfield
Et al

Cert Bill
made Record

Law 20
Orlando Stewart
Elsey B Stewart
v
Charles J Fairfield
et als

Pet for part

Filed April 22 1853
James Lynn Clerk

No 1

Recorded

To the Court of Common Pleas of the County of Union in the state of Ohio

Your petitioners Orlando Stewart and Elsey B Stewart of the County of Champaign in the state aforesaid respectfully represent that on or about the 10th day of April 1853 one Jacob Fairfield of the County of Union in the state of Ohio died intestate seized of an Estate in fee simple in the following lands and tenements situate in the county of Union aforesaid and described as follows

1st Part of survey No. 9591 described as follows to wit Begining at a bur oak in the north westerly corner of Henry Whitings survey No. 8152. thence N. 12° E. 225½ poles to four bur oaks. two of them from one root in the back line of Alexander Ferris survey No. 5127. thence with said line S. 80. E. 74½ poles to four bur oaks from one root in said line North westerly corner to said Dunns survey No. 9494. thence with his line S 10. W 232½ poles to two Bur oaks in a prairie most westerly corner to Dunns said survey and corner to Whitings said survey. thence with Whitings line N 72 W. 82½ poles to the begining containing one hundred and eleven acres more or less. save and excepting from the above described premises that part thereof lying Easterly from the Milford & Mechanicsburg State road. Also save and except that part thereof which lies northerly of a line which runs parallel with and one hundred feet southerly from the centre of the Columbus Pigua and Indiana Rail Road as now located

2d Also a part of survey No. 9798 described as follows to wit. begining at four bur oak stumps. two from one root. the stumps remaining corner to land

formerly owned by Anthony Walk. near Milford. thence N. 80 W. 71 poles to a stake in Kerr's line. thence S. 12. W. 275½ poles to a stake. thence S. 80. E. 71 poles to a stump and bur oak in the line of land formerly owned by ~~Athony Wall~~ David Burnham. thence N. 12. E. 275½ poles to the begining containing one hundred acres more or less. save and except that part thereof lying northerly from a line running parallel with and forty five feet south of the Columbus Pigua and Indiana Rail Road as now located

3d Also that part of survey No. 3038 described as follows to wit. Begining at two honey locust trees. lower corner to said survey and upper corner to Lucus Sullivants survey No. 3311. thence with Sullivants line S. 53 W. 80 poles to a bur oak. thence N. 48. W. 54 poles to three bur oaks. all down. thence N. 40. E. 56. poles to a forked locust and walnut on the bank of the creek. thence down the creek with the meanders thereof to the place of the begining. containing forty two acres more or less. and being the John Porter farm sold to said Jacob Fairfield by Wm Porter by deed recorded in Book 7. on page 621 in the record of deeds in said County of Muir

4th Also a parcel of land situate in the Town of Milford in said County described as follows to wit Being Division No. 1 of the Mill reserve in said Town and being the mansion in which said Jacob Fairfield last resided

5th Also a lot containing one Eighth of an acre described as follows to wit Begining at the south East corner of a lot owned by E L Reynolds in said Town of Milford. thence with the Milford and Mechanicsburg state road. S. 20. W. 5 poles to a stake

in the line of survey No. 9494. thence with the line of said survey N. 74 W. 4 poles & ten links. thence N. 2. E. 5½ poles. thence with E C Reynolds line to the begining.

6th Also another parcel of land lying immediately west of the Milford & Mechanicsburg state road described as follows to wit. Begining at a stake in the line of 10¾ acres of land formerly sold by Samuel Kazar to Joseph Kenady. and by him sold and deeded unto Harvey Burnham and David Burnham S. 22 W. 65 poles from the N. E. corner of said 10¾ acres of land. thence with said line S. 22. W. 6 8/2 poles to a stake in the W. line of said 10¾ acre lot. thence S. 59. E 15 poles and twenty links to the begining. Save and Except therefrom all that part thereof lying northerly from a line parallel with and one hundred feet distant south of the centre of the Columbus. Pigna and Indiana Rail Road as now located

7th Also a portion of land lying directly south and adjoining said Town of Milford described as follows. to wit beginning at a stake in the west line of the Milford and Mechanicsburg state road and one hundred feet northerly from the centre line of the Columbus Pigna and Indiana Rail Road as now located. thence with said state road. northerly to a stake in the line of survey No. 9494. thence westerly and with the north line of said survey and with the south line of Alexander Kerrs survey No. 5127 so far westward as to reach a stake in the west line of the Jacob Fauer feed farm & thence southerly and with the west line of said farm to a stake thirty feet north of the centre line of said Rail Road. thence parallel with said centre and thirty feet therefrom to a stake one hundred feet west of the centre line of the Springfield. Mt Vernon & Pittsburg

Rail Road as now located, thence northerly and parallel with said last mentioned centre line to a stake in the north line of said farm, thence with the line of said farm Easterly two hundred feet, to a stake one hundred feet East of said centre thence southerly and parallel with said last mentioned centre line to a stake one hundred feet north of the centre line of the Columbus, Pigua, & Indiana Rail Road, as now located thence Easterly and parallel with said last mentioned centre line to the place of the beginning. There is to be deducted from all the premises aforesaid a strip two hundred feet wide lying at an equal distance on both sides of the centre of the Springfield, Mt Vernon and Pittsburg Rail Road as now located, beginning at the stake one hundred feet north of the centre line of the Columbus, Pigua & Indiana Rail Road, and running thence southerly to the first fence south of the depot of said Raid.

No. 8. Also a small parcel of land in the shape of a wedge bounded on the East by the Milford & Mechanicsburg state road, on the north by the grounds belonging to the Columbus Pigua & Indiana Rail Road as now located, and on the west and south by the parcel of land described above as No. 1.

your petitioners further represent that said premises descended to the following persons the children and grand children of the said Jacob Fairfield deceased and are now owned by them in the following proportions as coparceners to wit.

1st To your petitioners Elsey B Stewart (formerly Elsey B Fairfield) daughter of the said Jacob Fairfield and who is intermarried with your petitioner Orlando Stewart an undivided ninth part of said premises in fee

2 To Charles J Fairfield, Julia Ann Fairfield Clara J Fairfield, Celia R Fairfield, Henrietta J Fairfield and Lewis B Fairfield all of said county of Mion and infant Children of the said Jacob Fairfield deceased one undivided ninth part of said premises, each in fee

3 To Roxa McDonald, and Julia McDonald of the County of Champaign aforesaid and only children and heirs of Roxa McDonald (formerly Fairfield) daughter of said Jacob Fairfield deceased and who intermarried with George W McDonald and afterwards died leaving said infants the issue of said Marriage her only children and heirs and who are each seized in fee simple of an undivided eighteenth part of said premises each in fee

4th To Sybile E Fairfield an infant residing in the County of Mion aforesaid, the only child of George W Fairfield, who was a son of Jacob Fairfield and who intermarried with Emily Reed and afterwards died leaving said infant Sybile E Fairfield the issue of said Marriage, his only daughter and

and heir and who is seized in fee of one ninth part of said premises in fee

5th Your petitioners further represent that the said Charles J Fairfield, Julia Ann Fairfield Clara J Fairfield, Lewis B Fairfield, Celia R Fairfield and Henrietta T Fairfield are all infants and Asenath Fairfield is their guardian duly appointed and qualified

That said Julia McDonald and Rexa McDonald are infants and their father George McDonald is their guardian duly appointed and qualified

6 That the said Sybile E Fairfield is an infant and Timothy H Elwell is her guardian duly appointed and qualified

Your petitioners further represent that the said Asenath Fairfield who resides in said County of Mion is the widow of said Jacob Fairfield deceased and is entitled to dower in said premises

Your petitioners therefore pray that the said George McDonald, Rexa McDonald, Sybile E Fairfield and her guardian Timothy H Elwell Charles J Fairfield, Julia Ann Fairfield Clara J Fairfield, Lewis B Fairfield, Celia R Fairfield, Henrietta T Fairfield and Asenath Fairfield, be made parties defendants to this petition; that partition may be made of said premises; that the dower of said Asenath Fairfield may be assigned to her in said premises, or if said premises will not bear partition without manifest injury, then that the same may be sold, or other order be taken pursuant to the statute in

such case made and provided
By James W Robinson
Atty for Pett'rs

Stewart
v
Fairfields

Filed Nov 26 1853
James Dixon Clerk

Orlando Stewart &
Elsey B Stewart
vs
Charles S Fairfield et als

Partition

Issue an order of sale
to the Clerk of
Union Common Pleas
Nov 25th 1853

Mr Thus Case
J M Robinson
Pltffs Atty

Orlando Stewart
& Elsey B Stewart
vs
Charles Fairfield
and others

Partition

Writ & Sheriffs
Return of Sale

Filed March 18 1854
James Lum Clerk

No 4

Rec this Writ November 27th 1853 and on the 30th day of November 1853 advertised the premises in said Writ described for sale on the 30th day of December AD 1853 on the premises in obedience to said Writ and continued said advertisement for more than thirty days thereafter in the Marysville Tribune a weekly newspaper of general circulation in said county of Union Ohio and in accordance with said advertisement on said 30th day of December 1853 on the premises between 10 o'clock AM and 4 PM I offered at public vendue on said premises each parcel separately as advertised and appraised and sold each parcel to the persons hereinafter mentioned respectively for the sums of money hereinafter mentioned respectively; each person to whom such sale was made being the highest and best bidder for the same and the price for which each parcel was sold being more than the two thirds of the appraised value thereof to wit

1st sold to Orson Smith the "John Porter farm" of 42 acres for ($1018.50) ten hundred eighteen & one half dollars

2d sold to Asenath Fairfield Lot No 1 on the Mill reserve subject to dower for ($500) five hundred dollars

3 sold to Timothy H. Elwell Lot No 2 of 14½ acres for the sum of ($1087,50) ten hundred and eighty seven & one half dollars

4th sold to Asenath Fairfield the Dower Lot of 14¼ acres for ($1113,76) eleven hundred and thirteen dollars & seventy six cents subject to dower

5th sold to J. C. Baker Lot No 3 of 5¼ acres for ($207,9) two thousand and seventy nine dollars

6th sold to J. C. Baker Lot No 6 of the subdivision of Lot No 4 of 3 acres for ($210) two hundred and ten dollars. and Lot No 7 of 4 acres & 130 poles for ($317,62½) three hundred and seventeen

dollars & sixty two & one half cents Also sold to said J. C. Baker Lot No. 10 of same subdivision of Lot 4 of 3 acres & 117 poles for ($252.17) two hundred and fifty two dollars and seventeen cents

7th Sold to R. P. Mann Lot No. 1 of 4¼ acres for ($850) Eight hundred & fifty dollars

8th Sold to R. P. Mann the ½ acre lot lying north of lot No. 1 west of the road & south of P. L. Reynolds lot in Milford for ($80) eight dollars

9th Sold to James Fallington Lot No. 1 of the subdivision No. 5 of 3¼ acres for ($669.50) six hundred and sixty nine dollars & fifty cents

10th Sold to James Fallington Lot No. 2 of subdivision 5 of 2⅛ acres for ($465.37½) four hundred and sixty five dollars & thirty seven cents

11th Sold to Joseph Clemens Lot No. 3 of subdivision 5. of 2¼ acres for ($371.25) three hundred & seventy one dollars & twenty five cents

12th Sold to Joseph Clemens Lot No. 1 of subdivision 4 of 2 acres & 107 poles for ($427) four hundred & twenty seven dollars

13th Sold to Asa A. Woodworth Lot No. 2. of subdivision 4 of 2 acres & 127 poles for ($436.37½) four hundred and thirty six dollars & thirty seven & one half cents

14th Sold to Asa A. Woodworth Lot No. 8 of subdivision 4 of 4 acres & 140 poles for ($239.36) two hundred & thirty nine dollars & thirty six cents

15th Sold to A. F. Sabin & L. S. Clemens Lot No. 3 of subdivision 4 of 2 acres & 125 poles for ($392.15) three hundred and ninety two dollars & fifteen cents

16th Sold to Duncan McDonald Lot No. 4 of subdivision 4 of 2 acres & 137 poles for ($305.62½) three hundred and five dollars & sixty two & one half cents

17th Sold to Duncan McDonald Lot No. 5 of subdivision 4 of 2 acres & 150 poles for ($255.66⅔) two hundred & fifty five dollars & fifty six & two thirds cents

18th Sold to James Riddle Lot No. 9 of subdivision 4 of 4 acres & 140 poles for ($202.31¼) two hundred and two dollars & thirty one & a fourth cents

For a full and definite description of said parcels reference is hereby made to the report & and plat of said sales made in this case by Wm B. Irwin, John Reed Jr & Elephas Burnham commissioners in partition

Fees

Damage on $1127.76	= 66.37
Service	35
Mileage	40
Advertising	25
Return	30
Printers fee	11 00
	$78.67
Mileage	35
January 20th 1854	$79 02

William L. Mann Sheriff

Orlando Stewart
& wife
vs
Charles J Hairfield
Et al

Order of Sale

The State of Ohio }
Union County }

To the Sheriff of said County greeting
In pursuance of an order of our Court of Common Pleas within and for the County of Union at the November Term thereof A.D. 1853, in a certain Petition for Partition now pending in said Court, wherein, Orlando Stewart and Elsey B Stewart is Petitioners and Charles L Hairfield & others are defendants, we Command you that without delay you proceed to sell on the premises at public auction the lands and tenements in the said petition described in parcels as appraised by the commissioners in said case, to wit, the whole of said premises in said petition, described as follows, The lot or parcel of land in the town of Milford on which the late residence of the said Jacob Hairfield now stands with all the improvements thereon known as part of the Millreserve, Also a lot of land lying South of Milford being part of Survey No 9591 Bounded as follows, Beginning at a stake in the Road leading from Millford to Mechanicsburg corner to lands owned by the heirs of Harvey Burnham, then with there line South 58. East 37 poles then with another of their lines, S 23 W 73 poles 10 links to a stake, then S 12 W 66 poles 8 links to two Burooks corner to John Reels land, then with his line N. 70 West 81 poles 15 links to a Burook stump original corner to the Survey in the line of lands owned by David Burnhams heirs, then with their line N 79 W 71 poles and 20 Links, then N 14. E 67 poles and 10 links to a stake, then S. 57 E 96 poles to a stake in the centre of the State Road then with

said Road N. 33 E 116 poles to the begining
Containing Seventy four and one fourth
acres, exclusive of a Strip 40 feet wide
through said lot which is owned by the Springfield
Mt Vernon & Pittsburg Rail Road which is
not included in the above amount,
Also the John Porter farm so called, Begining
at 3 honey Locust on west bank of big Darby
upper corner to Lucas Sullivants Survey No 3811.
then with the line of Sullivants said Survey S 53 W
80 poles to a Burroak then N. 48 West 54 poles
to 2 Burroaks down, then N. 46 E 56. poles to
a forked locust and walnut on the Bank
of the creek then down the creek with the
meanders thereof to the begining Containing
forty two acres more or less Being part of
Survey No 5036, Also Lot No 1. on the plat hereunto
retorn. Begining at A. on said plat at a
Stake in the centre of the State Road leading
from Millford to Mechanicsburg in the south
line of Alexander Kers Survey No 5727, then
with Kers line N. 76 W 29 4/5 poles to a Stake 100 feet
East from the centre of the Springfield Mt
Vernon and Pitts Burg Rail Road then parallel
with said Road S. W 20 poles 15 links to a
Stake 100 feet North from the centre of the
Piqua Indiana and Columbus Rail Road
then parellel with said Road East
33 poles 5 links to a Stake in the centre of said
Road leading from Milford to Mechanicsburg
then with said Road N 33 E 25 poles to the
begining Containing four and one Eighth
acres.

Also Lot No 2 in said subdivision, Besining at point B. in said plat being a stake in the South line of Kers Survey No 5127. 100 feet West of the centre of the Springfield Mt Vernon and Pittsburg Raile Road from there running with Kers line N 76 W. 111 poles to a stake N. W corner to said Fairfields lane. thence with the West line thereof South 14 West 27½ poles to a stake 30 feet North from the centre of the Pigua Indiana & Columbus Raile Road, then parellel with the centre of said Road 30 feet North there from to a stake 100 feet west from the centre of said Springfield Raile Road, then parallel with said Road N. E 23 poles 15 links to the besining Containing fourteen & one half acres
Also Lot No 3 in the subdivision Besining at stake in the west line of the Survey at a stake 45 feet South of the centre of the Pigua Indiana & Columbus Raile Road at Point D. on the plat then with sad West line S 14 West. 128 poles to a stake N. W. corner to the Dower, then with the line of the dower N 57 West. 45½ poles to a stake 20 feet west from the centre of the Springfield Mt vernon & Pittsburg Raile Road, then parallel with the Line of said Road N 32 E 40 poles N 34 E 20 poles N 36 E 49 poles N 38 E 20 poles to the line of that part of the R R which Extends 100 feet West from the centre then with said line West 80 feet to a stake corner to the 100 feet. then S 38 35 West 20 poles with the line of a lot owned by the Pigua Indiana & Columbus Raile Road to a stake corner to said lot then with another line of said lot

S 17 35 W 54½ poles to a Stake 45 feet South from the Centre of the Pigue Indiana and Columbus Rail R then parallel to the line of said Road 45 feet distant N 81 W 10 poles N 83 W 10 poles N 85 W 10 poles N 87 W 10 poles N 89 W 10 poles to the west line at the begining containing fifty four acres ~~& lies~~

Also Lot No 4. in the Subdivision. with its Subdivisions. Bounded as follows Begining at a Stake in the centre of the State Road at point C. corner to the Dower. then with the centre of the ~~State~~ Road North 33 E 127½ poles to a Stake corner to Lot No 5 then with the line of lot No 5 N 57 W and with the line of the R R Ground 41 p 22 L to a Stake 20 feet from the centre of the Springfield Mt Vernon & Pittsburg R. R. then parallel with the centre line of sd R R 20 feet distant on the S. E side to a Stake in the dower line then with sd line S. 57. E 48 poles to the begining containing thirty seven acres and forty eight poles which is divided into ten Lots containing the fall owing amount respectively as No in said Subdivision from north to south as will appear on the plat. Lot No 1 2 acres 107 poles No 2. 2 acres 120 poles No 3 2 acres 125 poles No 4. 2 acres 137 poles No 5, 2 acres 150 poles. No 6. 3 acres. No 7. 4 acres 130 poles No 8. 4 acres 140 poles No 9. 4 acres 140 poles No 10. 5 acres 117 poles.

Also. Lot No 5 in said Subdivision Begining at a Stake in the centre of the State road 100 feet South from the Centre of the Pigue Indiana & Columbus Rail Road

at Point E. then parallel with said Rail Road 100 feet distant to a Stake 100 feet East from the centre of the Springfield Mt Vernon and Pittsburg Rail Rail Road then parallel to the centre line of said Rail Road 32 poles & 3 links to the corner of said Rail Road Lot then with the north line of lot No 4 South 57 East 37 poles to a Stake corner to lot No 4 in the centre of said State Road then with said Road N 33 E 40 poles to the begining containing 7 5/8 acres which is divided into three Lots from north to south as follows No 1. Containing 3 1/4 acres No 2, containing 2 1/8 acres No 3 containing 2 1/4 acres

And that your Proceedings in the premises you make known to our said Court of Common Pleas at their next Term. And have you then there this writ

Witness James Downer Clerk of our said Court of Common Pleas at Mansfield this 26th day of November A D 1853

James Downer Clerk

Asenath Fairfield Guardian

Receipt

3

Filed April 26 1854

James Lowe clerk

No C

Orlando Stewart
Elsey B Stewart
vs
Charles J Fairfield et als

Union Common Pleas
Petition for partition

Rec^d of William C Malin sheriff two thousand and ~~twenty~~ six dollars & fifty three cents in full of the shares of Charles J Fairfield. Clara J Fairfield. Julia A Fairfield Celia N. Fairfield Lewis B Fairfield and Henrietta J Fairfield of the proceeds of the first payment of the lands sold in this case except their share in the notes of R P Mann & Duncan McDonald

Asenath Fairfield, Guardian

Stewart & wife
to
Harriet E Pal

Filed June 23 1853
James Turner Clerk

No 2

Recorded

NOTICE,

CHARLES J. FAIRFIELD, JULIA ANN Fairfield, Clara J. Fairfield, Lewis B. Fairfield, Celia U. Fairfield, and Henrietta T. Fairfield, all under the guardianship of Asenath Fairfield; Roxa McDonald, and Julia McDonald, under the guardianship of George McDonald: Sybil E. Fairfield, under the guardianship of Timothy H. Elwell; and Asenath Fairfield, will take notice that on the 22d day of April, A. D. 1853, Orlando Stewart and Elsey B. Stewart filed a petition in the Court of Common Pleas of Union county, Ohio, where the same is now pending, demanding partition of the following real estate, situate in said county of Union, to wit: One hundred and eleven acres of survey No 9591, lying southerly from Milford, for a full description of which reference is here made to deed made by Walter Dunn and Wife to Jacob Fairfield, dated January 28, 1830, and recorded in book 2, page 459, of the records of deeds, in said county. Also, one hundred acres of survey No. 9798, lying southerly from Milford, for a full description of which reference is hereby made to deed made by Anthony Walk and wife to Jacob Fairfield, dated December 9th, 1844, and recorded in Book 9, page 521 of the records of deeds in said county. Also forty-two acres of Survey No. 5038 being the Porter farm about two miles easterly from Milford, for a full description of which reference is hereby made to deed of William Porter, made to Jacob Fairfield, dated July 7th, A. D. 1840, and recorded in book 7, page 621, of the record of deeds in said county. Also lot No. 4, in the town of Milford, in said county, reference being had to the plat of said town for a more full description thereof.—Also the mansion of the said Jacob Fairfield, being his late residence in the town of Milford situate on the mill reserve division No. 1, with all the lands adjoining said mansion, belonging to the heirs of Jacob Fairfield, deceased. Also one eighth of an acre of land in survey No. 5127, which belonged to the said Jacob Fairfield, and described as follows, to wit: bounded on the north by lot owned by E. L. Reynolds, on the east by the road running through Milford in a north and south direction, and on the south by land sold to Jacob Fairfield by Harvey Burnham. Also a small parcel in the shape of a wedge, lying betwee the Milford and Homer State road, and the land bought of Walter Dunn and wife by said Jacob Fairfield—The said Orlando Stewart and his wife Elsey B. Stewart demand that partition be made of said premises, as follows:—To said petitioners one ninth part thereof: to the said Charles J. Fairfield, Julia Ann Fairfield Clara J. Fairfield, Lewis B. Fairfield, Celia U Fairfield, Henrietta T. Fairfield, and Sybil E Fairfield, each one ninth part of said premises; to said Roxa McDonald, and Julia McDonald each one eighteenth part of said premises, subject to the estate in courtesy of George McDonald, their father; and to Asenath Fairfield, dower in the whole. At the next term of said court an application will be made by the said petitioners for an order that partition may be made, &c of said premises.

JAMES W. ROBINSON,
Attorney for Petitioners.

April 27, 1853.—6w.—pf $6.

Stuart & Wife
vs
Fairfields

I swear that the annexed notice was published in the Marysville Tribune, weekly for six consecutive weeks beginning April 27 1853

C S Hamilton
Publisher

Sworn to and subscribed in open Court this 23d day of June 1853.

James Irwin Clerk

fee $6.00

Orlando Stewart
& Olsey vs Stewart

vs

Charles S Fairfield
and others

Partition

Proof of Notice

Filed March 18 1854
James Linn
Clerk

No 4.

SHERIFF'S SALE.

Orlando Stewart & Elsey B. Stewart, vs. Charles J. Fairfield et. als. } Order of Sale. Partition.

PURSUANT to an order of sale by the court of common pleas of Union county Ohio, made November 21st 1853, in the case above mentioned, I will expose to public sale the lands hereinafter described, on the 30th day of December, 1853, at ten o'clock, A. M., and continue until all be sold; the sales to be made on the premises, as follows: commencing at, and selling the "John Porter" Farm, commonly so called, of 42 acres, 2½ miles easterly of Milford, and on the south bank of Darby creek. Appraised at $25 per acre. Then the mansion, in Milford, wherein Jacob Fairfield, dec'd, last dwelt, being lot No. 1 of the mill reserve. Appraised at $500, as subject to the dower Acenath Fairfield. Then the following Real Estate, lying immediately south of Milford being the "Jacob Fairfield Farm," sub-divided by Wm. B. Irwin, John Reed 3d, and Eliphas Burnham, commissioners in partition in this case, to the plat of which sub-division reference is here made for a more full description, to wit:—Lot No. 1 of 4 a. 40 p., appraised at $150 per acre. Lot No. 2 of 14 a. 80 p., appraised at $75 per acre. Lot No. 3 of 54 acres, appraised at $40 per acre. Lot No. 1 of the sub division of Lot No. 5, of 3 a. and 40 poles, appraised at $235 per acre. Lot No. 2 of sub-division of Lot No. 5, of 2 a. and 20 p., appraised at $200 per acre. Lot No. 3 of the sub-division of Lot No. 5, of 2 a. and 40 p., appraised at $150 per acre. Also, Lot No. one of the sub-division of No. 4, of two acres and one hundred and seven poles, appraised at $130 per acre. Lot No two of sub-division of lot number four of two acres and one hundred and twenty-nine poles; appraised at one hundred dollars per acre. Lot number three of sub-division number four of two acres and one hundred and twenty-five poles; appraised at one hundred dollars per acre. Lot number four of sub-division of lot number four of two acres and one hundred and thirty seven poles; appraised at eighty dollars per acre.—Lot number five of sub-division of lot number four of two acres and one hundred and fifty poles; appraised at seventy-five dollars per acre Lot number six of sub-division of lot number four, of three acres; appraised at sixty-five dollars per acre. Lot number seven of sub-division of lot number four of four acres and one hundred and thirty poles; appraised at sixty dollars per acre. Lot number eight of sub-division of lot number four of four acres and one hundred and forty poles; appraised at fifty dollars per acre. Lot number nine of subdivision of lot number four of four acres and one hundred and forty poles; appraised at forty-five dollars per acre. Lot number ten of sub-division of lot number four of five acres and one hundred seventeen poles; appraised at forty-five dollars per acre. Also, the following seventy four and one fourth acres of survey number nine thousand five hundred and ninety one, subject to the dower of Acenath Fairfield, to wit:—beginning at a stake in the Milford and Mechanicsburg road, and corner to land owned by the heirs of Harvey Burnham, dec'd; thence with their line south fifty eight, east thirty-seven poles; thence with another of their lines, south twenty-three, west seventy-three poles ten links to a stake; thence south twelve, west sixty-six poles and eight links to two burr oaks, corner to John Reed 3d land; thence with his line north seventy, west eighty-one poles and fifteen links to a burr oak stump, original corner to the survey in the line of lands owned by David Burnham's heirs, thence with their line north seventy-nine, west seventy-one poles and twenty links; thence north fourteen, east sixty-seven poles and ten links to a stake; thence south fifty-seven east ninety-six poles to a stake in the centre of said road; thence with said road north thirty-three, east one hundred and sixteen poles to the beginning; excepting a forty feet strip through the same owned by the S. Mt. V., and P. Rail Road Company; appraised, subject to said dower, at thirteen dollars per acre. Also a lot of one-eighth of an acre, bounded on the north by E. L. Reynold's lot, on the east by said state road, and on the south by saidlot number one, appraised at one hundred dollars.

Terms of sale.—One-third on the day of sale, and the balance in one and two equal annual payments, with interest secured by mortgage on the land.

WILLIAM C. MALIN,
Sheriff U. C., O.

J. W. ROBINSON, Att'y.
November, 30th, '53—w 5–pf $11.

The state of Ohio Marion County as
Before me James Turner Clerk
personally came C S Hamilton
who being sworn according to law says
that the notice hereunto annexed
was duly published for more than
four weeks consecutively immediately
prior to the 30th day of Dec 1853. in The
Marysville Tribune a weekly news
paper of general circulation
in said county

C S Hamilton

Sworn to and subscribed before me
this 7th day of April A.D. 1854

James Turner Clerk

Orlando Stewart
& wife Elsey B Stewart
v
Charles T Fairfield
et als

Appraisment

Filed Nov 21 1853
James Lum Clerk

No 3

Recorded

In obedience to the requirement of a writ of partition from the Court of Common pleas for the County of Union State of ohio in which we the undersigned were appointed to set of Dower in Certain lands of which Jacob Fairfeild Late of Sd County died seizd. unto Abeneth Fairfeild widow of the Sd Jacob Fairfeild and to partition Sd Land amongst the Heirs of the Sd Jacob Fairfeild would report that after being sworn on Sd writ by the Sheriff of Sd County as the Law directs and actual view of the premises discribed in Sd writ have set of and assigned to the Sd Abeneth Fairfeild as her full Dower in all the Lands named in Sd writ as follows viz The lot or parcell of land in the town of Millford on which the Late residence of the the Sd Jacob Fairfeild now stands with all the improvements thereon being known as part of the Millreserve also a lot of land lying South of Millford being part of Survey No 9571 Bounded as follows Beginning at a stake in the state Road leading from Millford to McCanicks Burg Corner to lands owned by the Heirs of Henry Burnham then with their line South 58. East 37. pols then with another of their lines S. 23. West 73. pols 10 Links to a stake then S. 12. W. 66. pols 8 Links to a Burnuts Corner to John Reeds land then with his line N. 70. West 81. pols. 15. Links to a Burnut stump original Corner to the survey in the line of lands owned by David Burnhams Heirs then with their line N. 79. West. 11. pols and 20 Links then N. 14. E. 67 pols and 10 Links to a stake then S. 57. East 96. pols to a stake in the Center of the State Road then with Sd Road N. 33. E. 116. pols to the beginning Containing Seventy four and one fourth acres exclusive of a strip 40 feet wide through Sd lot which is owned by the Springfeild Mt vernon & Pitts Burg Rail Road which is not included in the above amount.

on close examination of Sd premises we are of opinion the lands named in Sd writ are not susceptible of an equal

partition amongst the heirs in their manifest injury and we appraise the Lands named in Sd writ in different lots as follows That is the John Porter farm so called Beginning at 3 honey Locust on West bank of big Darby up on Corner to Lucas Sullivants Survey No. 3811. then with the line of Sullivants Sd Survey. South. 53. W. 80. pols to a Burr oak then N. 48. West 54. pols to 2 Burr oaks down then N. 40. E. 56. pols to a forked Locust and Walnut on the Banks of the Creek then down the Creek with the meanders thereof to the beginning Containing forty two acres more or less which we appreise at twenty five dollars per acre being part of survey. No. 5038.

Also Lot No. 1 on the plot herewith returned which is made part of this report Beginning at A. on Sd plat at a stake in the Center of the State Road leading from Millford to Macomicks Burg in the South line of Alexander Kerr survey No. 5127. then with Kerr line N. 76. West. 29 4/5 pols to a stake 100. feet East from the Center of the Springfield Mt vernon and Pitts Burg Rail Road then parallell with Sd Road S. . W. 20. pols 15 links to a stake 100. feet North from the Center of the Pique Indianna and Columbus Burg. Rail Road. then Parallell with Sd Road East 33. pols 5. links to a stake in the Center of Sd Road leading from Millford to Macomicks Burg then with Sd Road N. 33. E. 25. pols to the beginning Containing four and one Eighth acres which we appreise at one hundred and fifty five dollars per acre

Also Lot No. 2 in Sd subdivision Beginning at point B. in Sd plat being a stake in the South line of Kerr Sd survey No. 5127. 100. feet West of the Center of the Springfield Mt. vernon and Pitts Burg Rail Road from there running with Kerr line N. 76. West. 111. pols to a stake N. W. Corner to Sd Gerin fields land then with the West line thereof South 14. West 27 1/2. pols to a stake 30 feet North from the Center of the Pique Indiana and Columbus Burg Rail Road then parallel with the Center of Sd Road 30 feet North then from to a stake 100. feet West from the Center of Sd Springfield Rail Road. then parallell with Sd Road N. E. 23 pols 15 links to the beginning Containing fourteen one half acres

which we appreis at Seventy five dollars per acres

Also Lot. No. 3. in the sub division beginning at a stake in the West line of the survey at a stak 45 feet South of the Center of the Pigua Indiana & Colum Bus Rail Road at point D. on the plat. then with Sd West line S. 14. West. 128. pols to a stake N. W. Corner to the Dower then with the line of the dower N. 57. West 45½. pols to a stake 20. feet West from the Center of the Springfeild Mt Vernon & Pitts Burg Rail Road then ~~with~~ parallell with the line of Sd Road. N. 32. E. 40. pols N. 34. E. 20. pols. N. 36. E. 49. pols. N. 38 W. E. 20. pols to the line of that part of the R. R. which encloses 100 feet West from the Center then with Sd line West 80. feet to a stake Corner to the. 100. feet then S. 38. 35 West 20. pols with the line of a lot owned by the Pigua Indiana & Colum Bus Rail Road to a stake Corner to Sd Lot then with a nother line of Sd Lot N. 17. 35 West 54½ pols to a stake 45 feet South from the Center of the Pigua Indiana and Colum Bus R. R. then parallel to the line of Sd Road 45. feet distant N. 81. W. 10. p. N. 83. W. 10. pols N. 85. W. 10. p. N 87. W. 10. p. N. 89. W. 10. pols. to the West line at the beginning Containing fifty four acres which we appraise at fonty dollars per acre

Also Lot. No. 4 in the sub division with its sub division Bounded as follows Beginning at a stake in the Center of the State Road at point C. Corner to the Dower then with the Center of the Road North 33. E. 127½. pols to a stake Corner to lot No. 5 then with the line of lot No. 5 N. 57. W. and with the line of the R. R. secured 144. p 22 L. to a stake 20. feet from the Center of the Springfeild Mt Vernon & Pitts Burg R. R. then parallell with the Center line of Sd R. R. 20 feet distant on the S. E. side to a stake in the dower line then with Sd line S. 57. E. 48. pols to the beginning Containing thirty ~~seven~~ seven acres and ~~forty~~ Eight pols 37. a. 48. p which is divided into ten Lots Containing the following amounts respectively. as runs Sd sub division from North to South as will appear on the plat. appraised at the amount per acre set aposit each Lot as follows

Lot. No.	1.	2. acres.	107. p at	8. 130.		per acre
No.	2.	2. "	120. p.	100	"	"
No.	3.	2. "	124. p	100	"	"
No.	4.	2. "	137. p	80	"	"
No.	5.	2.	150. p	75	"	"
No.	6.	3. "		65	"	"
No	7.	4. "	130. p	60	"	"
No	8.	4	140. p.	50	"	"
No	9.	4. "	140. p.	45	"	"
No	10.	5. "	117. p.	45	"	"

Also Lot No. 5 in Sd Subdivision Beginning at a stake in the Center of the State Road 100 feet South from the Center of the Pe Sura Indiana & Colum Bus R.R. at point E. then parallell with Sd R.R. 100 feet distant to a stake 100 feet East from the Center of the Spring feild Mt vernon & Pitts Burg R.R. then parallell to the Center line of Sd R.R. 32. pols & 3. links to the corner of Sd R.R. lot. then with the north line of lot No ~~No.4~~ South 57. East 37. pols to a stake Corner to lot No. 4. in the Center of Sd State Road then with Sd Road N. 33. E 40 pols ~~[illegible]~~ to the be ginning Containing ~~[illegible]~~ ~~fourteen~~ 7 5/8 ~~fourteen~~ eighth acres 7 5/8 a. which is divided in to three lots viz. from North to South as follows

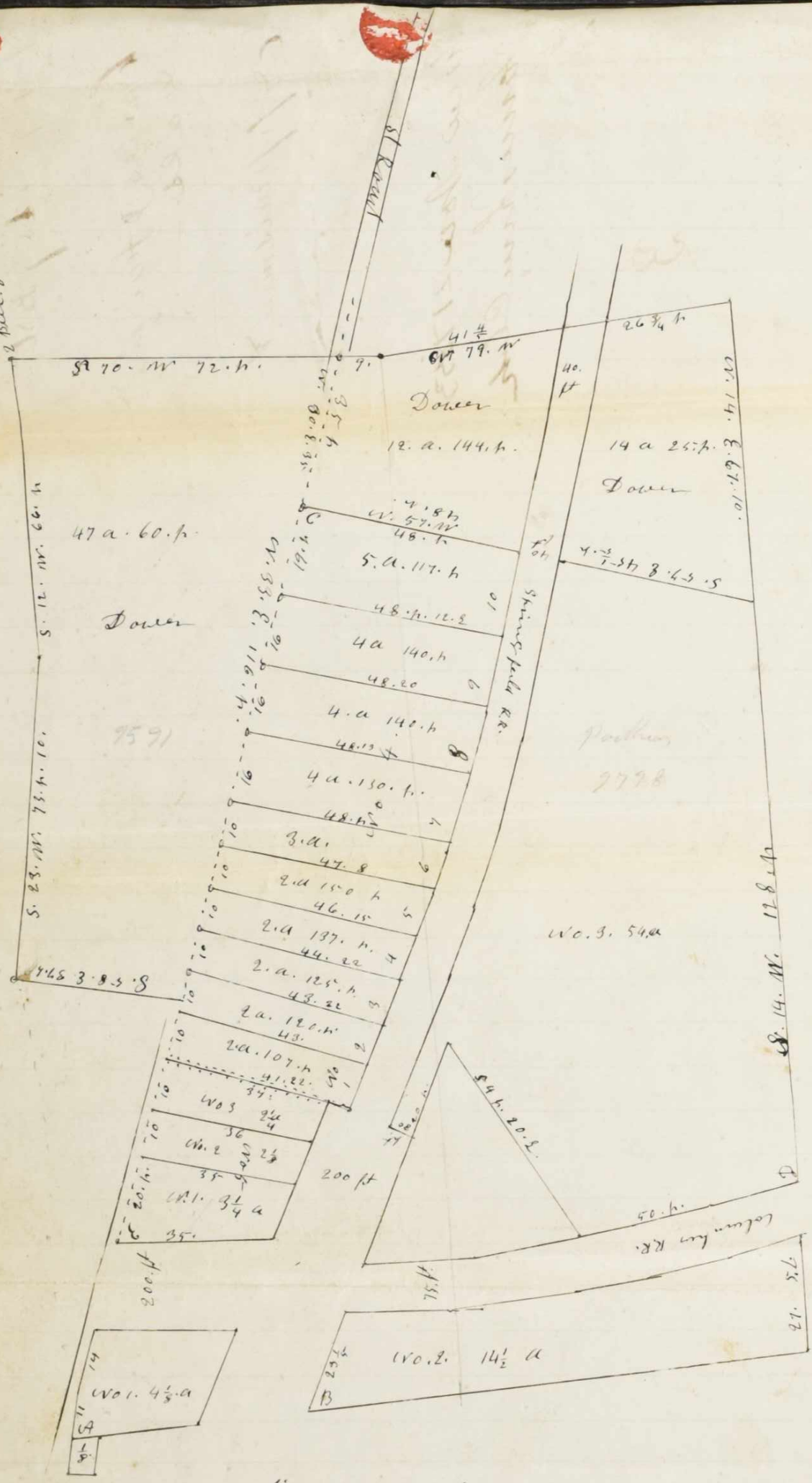
No. 1. Containing.	3 1/4 acre	as praised at		8. 235.	per acre
No. 2. " "	2 1/8. "	"	"	200	" "
No. 3. " "	2 1/4 "	"	"	150	" "

for a more particular discription of the subdivision of Sd lots for lines Courses and distance Reference is made to the plat here with returned which is made part of this report all of which is respectfully submitted November 15th 1853.

The above or foregoing appraisement we make free from Dower we appraise the Dower estate of the Sd widow Senneth fairfeild to be worth thirteen dollars per annum in the land on which it is laid we also appraise the small lot of 1/8 acre lying at the N. E Corner of lot No. 1. at 8. 100. dollars

The widows Dower in the house and lot on which it stands we appraise at five hundred dollars

Eliphaz Bernham
John Reed Sr.
William B. Irwin



I certify the above to be a correct plat of the subdivisions of Lands owned by the heirs of Jacob Fairfield as devided under a writ of partition November 15th 1853 William B. Foster Surveyor

The state of Ohio Union county ss

on the 25th day of June 1853. William B Irwin John Reed 3d and Elephas Burnham the within named commissioners were duly sworn by me to make partition of the lands within described; and to assign dower in the same in pursuance of the order of court

I have executed this writ by the oaths of the within named Wm B Irwin, John Reed 3d & Elephas Burnham whose report is hereunto annexed and returned

Fees	Milage 50		.50
	service		1.00
Ap. Fees	Elep. Burnham 3d.		$3.00
	John Reed 3d	4d	4.00
Wm B Irwin 4 days & making			
plats &c			12.00
James Riddle chain carrier			3.00
Summer Pain " "			2.00
William Strunahan "			1.00
			$25.50

William C Martin
Sheriff of Union county
Nov 19th AD 1853

Orlando Stewart
Elsy B Stewart
vs
Charles L Stewart
Ex'ce
Com't of Partition

The State of Ohio, Union County ss
To the Sheriff of said County greeting
We Command you that without delay by the oaths of Eliphas Burnham John Rau 3d & William B Irwin you cause Asenath Hairfield Widow of Jacob Hairfield late of said County deceased, to be endowed of one full third part of the following real estate situate in the County of Union aforesaid and described as follows, 1st Part of Survey No 9591. described as follows to wit Begining at a Bur oak in the north westerly corner of Henry Whitings Survey No 8152, thence N 12° E 22 3/4 poles to four Bur oaks, two of them from one root, in the back line of Alexander Kerrs Survey No 5127, thence with said line S 80° E 74 1/2 poles to four bur oaks from one root in said line North westerly corner to said Dennis Survey No 9494, thence with his line S 10 W 232 1/2 poles to two Bur oaks in a prairie most westerly corner to Dennis said Survey and corner to Whitings said Survey thence with Whitings line N 72 W 82 1/2 poles to the begining containing one hundred and Eleven acres more or less save and excepting from the above described Premises that part thereof lying Easterly from the Milford and Mechanicsburg State road Also save and Except that part thereof which lies northerly of a line which runs Parallel with and one hundred feet southerly from the centre of the Columbus Pizua and Indiana Rail Road as now located 2d Also Part of Survey No 9798. described as follows to wit begining at four Bur oak

stumps two from one root, the stumps remaining corner to land formerly owned by Anthony Walk near Milford, thence N 80 W 71 poles to a stake in Rivers line, thence S 12 W 275½ poles to a stake, thence S 80 E 71 poles to a stump and bur oak in the line of land formerly owned by David Bremham, thence N 12 E 275½ poles to the Begining Containing one hundred acres more or less. Save and Except that part thereof lying northerly from a line running parallel with and forty five feet south of the Columbus Piqua & Indiana Rail Road ~~company~~ as now Located

3d Also that Part of Survey No 5038 described as follows to wit Begining at two honey Locust trees, lower Corner to said Survey and upper corner to Lucas Sullivants Survey No 3311, thence with Sullivants line S 53 W 80 poles to a bur oak, thence N 48 W 54 poles to three bur oaks all down, thence N 40 E 56 poles to a forked locust and walnut on the bank of the creek, thence down the creek with the meanders thereof to the place of begining. Containing forty two acres more or less being the John Porter farm sold to said Jacob Hairfield by Mr Porter by deed recorded in Book 7, on Page 621. in the record of deeds in said County of Union.

4th Also a parcel of land situate in the Town of Milford in said County described as follows to wit Being Division No 1 of the Mill reserve in said Town and being the Mansion in which said Jacob Hairfield last resided

5th Also a lot containing one Eighth of an acre described as follows to wit Begining at the south East corner of a lot owned by E L Reynolds in said Town of Milford thence with the Milford and Mechanicsburg State road S 20 ° W 5 poles to a Stake in the line of Survey No 9494. thence with the line of said Survey N. 74 W 4 poles & ten links thence N 2 E 5½ poles. thence with E L Reynolds line to the begining

6th Also another parcel of land lying immediately West of the Milford and Mechanicsburg State road described as follows to wit Begining at a Stake in the line of 10¾ acres of land formerly sold by Samuel Kazar to Joseph Kennady. and by him sold and deeded unto Harvey Burnham & David Burnham S 22 W 65 poles from the N. E. corner of said 10¾ acres of land. thence with said line S 22 W 68½ poles to a Stake in the W line of said 10¾ acre lot. thence S 59 E 15 poles and twenty links to the begining save and Except there from all that part thereof lying northerly from a line parallel with and one hundred feet distant south of the centre of the Columbus Pique and Indiana Raile Road as now located

7th Also a portion of land lying directly south and adjoining said Town of Milford described as follows to wit begining at a Stake in the west line of the Milford and Mechanicsburg State road and one hundred feet northerly from the centre line of the Columbus Pique and Indiana Raile Road as now located. thence

with said State road northerly to a stake in the line of survey No 9494. thence westerly and with the north line of said survey and with the south line of Alexander Kerr survey No 5127 so far westwardly as to reach a stake in the west line of the Jacob Fairfield farm, thence southerly and with the west line of said farm to a stake thirty feet north of the centre line of said Rail Road, thence parallel with said centre and thirty feet therefrom to a stake one hundred feet west of the centre line of the Springfield Mt Vernon & Pittsburg Rail Road as now located, thence northerly and parallel with said last mentioned centre line to a stake in the north line of said farm, thence with the line of said farm Easterly two hundred feet to a stake one hundred feet East of said centre, thence southerly and parallel with said last mentioned centre line to a stake one hundred feet north of the centre line to a stake one hundred feet north of the centre line of the Columbus Pigue and Indiana Rail Road as now located thence Easterly and parallel with said last mentioned centre line to the place of beginning there is to be deducted from all the premises aforesaid a strip two hundred feet wide lying at an equal distance on both sides of the centre of the Springfield Mt Vernon and Pittsburg Rail Road as now located beginning at the stake one hundred feet south of the centre line of the Columbus Pigue and Indiana Rail Road, and Running thence southerly to the first

fence South of the Depot of said Roads
8th Also a small parcel of land in the shape of a wedge bounded on the East by the Milford & Mechanicsburg State road, on the north by the grounds belonging to the Columbus Pigue & Indiana Rail Road as now located, and on the west and and south by the parcel of land described above as No. 1.
and also that in like manner, and by the like oaths of the same Eliphas Bromham John Reed 3d and William B Irvin you cause Portition to be made of the same lands, subject to said dower estate among the following persons and in the following Proportions to wit
To the Orlando Stewart & Elsey B Stewart the Petitioners one full ninth part of said premises in fee. To the said Charles L Hairfield Julia Ann Hairfield, Clara L Hairfield Celia R Hairfield, Lewis B Hairfield and Henrietta L Hairfield each one equal ninth part of said premises in fee. To the said Rosa McDonald and Julia McDonald subject to the Estate in Courtesy of George McDonald their father each one full and Equal Eighteenth part of said Premises in fee
To the said Sybill E Hairfield one full ninth Part of said Premises in fee
in Pursuance pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Portition wherein Orlando Stewart Elsey B Stewart is

Petitioners and Charles F Hairfield & others are defendants,, and that your Proceeding in the premises you distinctly certify under your hands to our Court of Common Pleas within and for said County of Union, forth with. to gether with this writ

Witness James Turner
Clerk of our said Court of
Common Pleas this 23 day
of June A D 1853
James Turner Clerk

Civil/Domestic Case File

Case No. 1853-CV-0022

No. 53-CN-22

Union Common Pleas Court.

Wm Perry for use
Plaintiff,

AGAINST

Wm Wells
Defendant.

APR ~~JUN~~ TERM. 1854

JUDGMENT VS DEFENDANT

Journal 5 Page 313

Record No. 6 Page 783

Ex. Doc. A Page 497

Law ~~Ed~~ 16

William Pemberton
vs
William Wells

cert bill
Made Record

Recorded

William Perry
for
18 Prompts

William Wells

Filed May 2 1853
James Lyons Clerk

No 1

A. & P.

William Perry for the use of Elizabeth Perry his wife and Perry his infant child
vs
William Wells

In Case, Damages Two Hundred Dollars

Came a Summons returnable ~~next~~ ~~term~~ ~~term~~ term endorse "Suit brought to recover damages sustained by Plaintiff on account of defendant unlawfully attaching, taking away and selling the following property, in a suit in attachment of Rowland Lee vs. William Perry to wit one Cow & Sixty sheep, one cooking stove and pipe two bed steads, two oats stocks, one Plough and one Harrow, which property was and is by law exempt from Execution or Sale, for any debt damage fine or amercement

Cole & Porter Attys
for Plff

William Perry
for pl
vs
William Bells

State of Illinois

Damages $2.00, 00

Service, Attachment Aug 20 1865
Defendant to the action
Plaintiff William Bells a
Certificate copy of this writ
Fees Officer 5
Fees 3.50
Copy 20
60

William C. Mudie Clerk

Filed June 1 1863
Fees Same Clerk
Pd 2

Suit brought to recover damages sustained by Plaintiff on account of defendant unlawfully attaching taking away and selling the following property. In a suit in attachment of Rowland Lee vs William Perry. to wit one Cow six Sheep one Cooking stove and pipe two bed steads two outs stacks one Plough & one Harrow, which property was and is by law exempt from Execution or sale for any debt damage fine or amercement

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 Wells if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union at the Court House in Marysville, on the first day of the next Term thereof to answer unto William Perry for the use of Elizabeth Perry his wife & Perry his infant Child in a plea of Case damages Two hundred dollars and have you then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 2nd day of May A. D. 1853

James Turner Clerk.

Case 22
Union C.P. Pleas

William Perry for use

vs

William Wells

Nar

Filed August 3d 1853
James Turner Clerk

No 3

Cole & Porter

State of Ohio } Court of Common Pleas
Union County } June Term AD 1853

William Perry for the use of Elizabeth Perry his wife and Perry his infant child, complains of William Wells in a plea of Case for that whereas, the said Wells on the twenty third day of February AD 1853 at the county of Union aforesaid was a Constable and then and there pretended to have in his possession a writ of Attachment against the goods and Chattels &c of the said William Perry with which writ he the said Wells then and there attached the following property belonging to the plaintiff, to wit one cow, six sheep, one cooking stove & pipe, two bed steads, the one half of two oats stacks, one plough and one harrow, which property is exempt from execution & sale by law and the plaintiff notified defendant that he had a family and that he required defendant to set off to him under the statutes, exempting certain property from execution and sale the said property for the use and sustenance of his family, and for food for his animals, which the defendant refused to do. And also for that whereas the said defendant on or about the 25th day of February AD 1853 at the county of Union aforesaid did unlawfully attach, take, and carry away the goods and Chattels of plaintiff to wit, one cow, ~~two~~ six sheep, one cooking stove & pipe, two bed steads, and one half of two oats stacks one plough and one harrow, and then and there converted and disposed of the same to his own use by means whereof the plaintiff was then and

thereby wholly deprived of the use of said goods and Chattels and of the produce thereof, and the same became and were and are wholly lost to the plaintiff to wit at the county aforesaid. And also for that whereas the plaintiff heretofore to wit on the 23 day February AD 1863 at the county of Union aforesaid was lawfully possessed as of his own property of certain other goods and Chattels to wit one cow, six sheep, one cooking stove and pipe, two bed steads and ~~two outs~~ one half of two oats stacks - one plough, and one harrow of great value to wit - of the value of ~~fifty~~ One hundred & fifty dollars, and being so thereof possessed he the plaintiff afterwards to wit on the day and year aforesaid at the county aforesaid casually lost the said goods and Chattels out of his possession, and the same then and there came to the possession of the defendant by finding, yet the defendant well knowing the same to be the property of the plaintiff, but contriving and intending to injure the plaintiff in this behalf, hath not as yet delivered the same or either or them or any part thereof to the plaintiff although often requested so to do and afterwards to wit on the day and year afore said at the county aforesaid converted and disposed of the same to his the defendants own use; to the damage of the plaintiff two hundred dollars and therefore he sues &c

Coles Porter
his Attyp

Wm Wells
adls
Wm Perry Defendt

Plea

Filed August
25 – 1853
James Lum Clerk

L 104

William Wells
vs
Wm Perry for use &c

Union Common Pleas
Ar Case

And the said defendant comes and defends &c and says that he is not guilty in manner and form as the said plaintiff hath complained against him, and of this he puts himself upon the country and the plaintiff doth the like

Curry & Robinson Attys for Deft

And the plaintiff will take notice that the defendant will prove on the trial of this cause that the plaintiff William Perry was at the time of the taking of the property mentioned in said declaration, an absconding debtor, and that the defendant was a constable of Paris Township in Union County Ohio, and that a writ of Attachment issued at the suit of Rowland Lee, by John P. Coats a Justice of the peace in said Township, which writ commanded said defendant as said constable to take the goods and chattels of the said William Perry according to law; that by virtue of said writ, this defendant took said property and kept it for some two months until the said Justice of the peace issued to said defendant an order of sale commanding this defendant to sell at public vendue said property, and then for the first time, Messrs Cole & Porter, Attys for said wife and child of said Wm Perry demanded a set off, which this defendant then refused to give, but sold said property according to the command of said order of sale, that said William Perry has never appeared to demand said property, and that this defendant has done nothing in the premises except as said officer, and as he was bound by law to do

By Curry & Robinson his Attys

that Elizabeth Perry, wife of said William Perry can institute this suit in her husbands name for her use without his authority or request. then judgement is to be given for the plaintiff for $
but if otherwise then judgement for the defendant for costs

Curry & Robinson
Attys for deft

Cole & Porter
Pltff.

William Perry for use of Elizabeth Perry his wife and his child
vs
William Wells

Statement of facts

No 5

William Perry for use
of Elizabeth Perry his wife
and Perry his child
v
William Wells

Main Common Pleas
Case

This case is submitted to the court on the following statement of facts

The defendant was an acting Constable of Paris Township in Main County Ohio and by virtue of a writ of attachment issued by John B Coats a Justice of the peace in said Township at the suit of Rowland Lee took the property of the defendant (in said attachment sued) William Perry=

That having seized said property he took good care of it until an order of sale issued by said Coats as said Justice of the peace, commanding him to sell said property at public vendue to make the debt of said Rowland Lee = The demand was then made by said Elizabeth, the wife of said William Perry, to have said property set off to her which said constable refused to do, claiming and honestly believing that the writ of attachment authorized and required him as constable to take all of said property; & said order of sale required him to sell the same

If the court be of the opinion that there is the same exemption from seizure under a writ of attachment issued under the ~~statute~~ act of January 7th 1824. Swans Stat 80 as under executions to satisfy at law judgements; and

Civil/Domestic Case File

Case No. 1853-CV-0023

No. 53-CU-23

Union Common Pleas Court.

Alex Darrow admr,
Plaintiff,

AGAINST

Anna M Darrow et al
Defendant.

APR TERM. 1854

DECREE FOR PLAINTF

Journal 5 Page 301

Record No. 6 Page 717

Ex. Doc. A Page 426

Law ~~22~~ 17

Alendms Danow
Admrs &c
vs
Ann M Danow Etal

Cost Paid
See inside

Cost Bill
made Recow

Iron 8,61

Malin 5 23

Commins 6,00

Printing for 5 00 paid by [illegible]

24,84

Case 23

Union Com Pleas

Alandus Parrow
administrator &c

vs } Petition

Anna M. Parrow et al

Filed May the 6th
AD 1859
James Turner Clerk

No 1

Cole & Foster

To the Court of Common Pleas of the County of Union and State of Ohio

You petitioner Alexander Darrow, administrator of the estate of Anson Darrow deceased, respectfully represents, That the total value of the personal estate and effects of said decedent is as near as can be ascertained seven hundred and eighty three dollars and eighty one cents, but not more than five hundred ~~dollars~~ and Seventy two ~~eight~~ dollars can be realized therefrom; That the amount of debts owing by the deceased as nearly as can now be ascertained amount to fifteen hundred ~~and eighty~~ dollars; and the amount of the charges of administration to one hundred ~~twenty five~~ dollars; The personal estate and effects are insufficient to pay said debts, The said decedent died seized in fee simple of the following real estate, to wit In lot No (17); and the East half of lot No (16) ~~both~~ in the town of Newton Union County Ohio, also one acre and one hundred and forty four poles, near Newton in said county of Union and Bounded as follows, Beginning in the centre of the Crowder Road, in the South line of David Paul, thence with said Pauls. line N. 7. 35, E. 7 poles, to Sharps corner, thence with said Sharps. line N. 82 W. 17½ poles. to a Stake, in the line of Levin Griffith, thence with his line S. 7. 35 W. 29. poles, to the centre of said Crowder Road, thence, with said road, S. 47. E 27½ poles to the beginning, The said decedent died, leaving Anna Maria Darrow, his Widow, who is entitled to dower in said premises. The following persons are the heirs, having the next estate of inheritance

in the premises above described from the said deceased namely Melissa Darrow, Louisa Darrow Mary Jane Darrow, all of whom are Infants under the age of eighteen years. There is a Mortgage on all of the above described premises, in favor of Hezikiah Davis, on which a small sum is still in arrear There are also five Judgements, in Union Common Pleas; obtained against said Amos Darrow in his life time, which Judgements amount in all to about three hundred and thirty two dollars; to wit one in favor of E. Newhall & Son, one in favor of C. B. Camp, one in favor of Isaac Frost & Brother, one in favor of S. W. Haseltine, and one in favor of Clark & Groesbeck, your petitioner desires that said Mortgagee, and said Judgement Creditors may be made parties, that they may state the nature extent and amount of their claim and lien; your petitioner prays that the said widow and the said persons above mentioned and described, having the next estate of inheritance in said premises from said deceased together with said Hezikiah Davis; E. Newhall & Son; C. B. Camp; Isaac Frost & Brothers; S. W. Haseltine, and Clark & Groesbeck, be made parties defendants to this petition; that the dower of the said Anna Maria Darrow may be set off; the several rights, liens &c of the above named defendants adjusted &c; and that your petitioner, may be ordered to sell said real Estate &c and such other and further relief as equity may seem to require

By Cole & Porter
Solrs. for Petr

Clark & Powesbeck

Judg^t Sept. 27th 1851

Debt $120.02 = Costs $377.

Increase costs $7.25 = Paid on the above judg^t

Oct 4th 1852 $50.00 = The amount of Debt due

June 23d 1853 $80.62 = Interest on Original costs

to June 23d 1853 $4.45 making in all $92.07

These respondents pray that their

several claims set forth as above may

be adjudged to be paid in full from the proceeds

of the sale of said premises. & that their

costs may be paid them.

By Curry & Johnson

Claudius Dawson

& Ux^r &c

v

Abner Dawson & Ux

Petition for sale of land

Answer

Filed May 23 1853

Jesse Lewis Clerk

Jesse Lewis Clerk

902

C B Camp, J N Haseltine, E Newhall & Son, Isaac Frost & Brother & Clark & Groesbeck by their Attorneys Curry & Pelmer, now come and waive process and for answer to the petition exhibited by Alexander Darrow Admr of Anson Darrow decd against them and others, do say that the amount and nature of their several claims which are judgement lien upon said premises are as follows to wit

C B Camp = Judgt June 17th 1852
Debt $61.21 = Original Cost $4.18
increase cost $3.45 = Interest on Original debt & cost to the 23d day of June 1853 $3.12 making in all $72.76

J N Haseltine, = Judgt June 17th 1852
Debt $37.67 = Original Cost $4.17
Increase cost $11.31 = Interest on debt & Original cost to the 23d day of June 1853 $2.52 = Making in all $55.65

E Newhall & Son = Judgt June 17th 1852
Debt $64.71 = cost $4.17 = Increase cost $3.46 = Interest on debt & & Original cost $4.12 making in all $76.44

Isaac Frost & Brother = Judgt June 17th 1852
Debt $41.97 = Cost $4.17
Increase cost $6.86 = Interest on the debt & original cost to the 23d day of June 1853 $2.78. making in all $55.78

The above judgements were all brought into the Common pleas Court by Scire facias

Union Com Pleas

A Lawrence Porrow adm'r

vs Notice to deft's

Anna M Porrow & others

Filed June 17 1853

James Irwin Clerk

No 3

C. S. P.

Received this ninet'n May 14th 1853 served a true copy of the within notice by delivering to Anna M Porrow Melvin Porrow Louisa Porrow & Mary A Porrow each a certified copy of this ment'n

Fees Mileage	45
Service	25
Copy	125
Return	5
	$2.65

William C Malin Sheriff
per Augustus Lance Deputy

June 16th 1853

Notice

To Anna M. Sparrow; Melissa Sparrow; Louisa Sparrow, and Mary J. Sparrow.

You are hereby informed, that I have filed a petition as administrator of the estate of Anson Sparrow, deceased, in the Court of Common Pleas, of Union County Ohio for the sale; the assignment of the widows dower &c of the real Estate of said decedent; and shall in pursuance of the prayer of said petition on the first day of the June term AD 1853 of said Court, to wit on the 23 day of June 1853 or as soon thereafter as counsel can be heard, ask for an order for the assignment of the dower of the widow of Anson Sparrow, in, and for the sale, of, the following real estate, of which the said Anson Sparrow died seized, or so much thereof as may be necessary to pay his debts, to wit, In lot No. (17) in the town of Newton in said County of Union, it being the homested, upon which the said decedent resided at the time of his death, Also ~~the East half~~ of lot No. (16) in said town of Newton, Also one acre & 144 poles near said town of Newton, Bounded as follow beginning in the centre of the Crowder Road, in the south line of David Pauls; thence with said Pauls line, N. 7, 55 E. 7 poles, to Sharps corner, thence with his line N. 82. W 17½ poles, to a stake, in Griffith's line, thence with his line, S. 7, 35 W. 29, poles to the centre of said Crowder Road thence with said Road S. 47. E. 27½ poles to the beginning.

May 14th 1853

Alundra Sparrow adm.
of Anson Sparrow dec'd
By Cole & Porter
his Attys

of our said Court of Common Pleas
and have you then there this writ
Witness James Lyons Clerk
of our said Court of Common
Pleas at Marysville this 2d day
of August 1853
James Lyons Clerk

Received this writ August 2d 1853
I have executed the within writ by the oaths of David
Danforth Theodorus Green and Nathaniel Raymond
three judicious and disinterested men of the vicinity, not of
kin to either of the parties interested, and i return herewith
the assignment of Dower to the said Complainant, and
appraisement of the yearly value of the within premises, as within
I am Commanded
this 29th day of October AD 1853

Fees Milage two Trips	100
Serves	100
Return	10
Commissioners two Days Each	6 00
	$8.10

William C Martin Sheriff

Theodorus Dawson
Admrs &c
vs
Anna M Dawson &c

Writ of Dower

No 4

33

Cole & Foster

The State of Ohio Union County ss

To the Sheriff of said County Greeting

In Pursuance of an order of our Court of Common Pleas within and for said County at the June Term thereof AD 1853 in a certain Petition for the sale of Real Estate now pending in said Court wherein, Alexander Darrow administrator of Anson Darrow, dec is Petitioner and Ann Maria Darrow Et al are Defendants, we command you that by the oaths of David Danforth Nathaniel Raymond & Theadore Green, you cause to be set off and assigne to Anna Maria Darrow the widow of said Anson Darrow dec, her Dower in the premises described in the petition to wit, In Lot No 17, and the East half of Lot No 16 Both in the Town of Newton Union County Ohio, also one acre and one hundre and forty four poles near Newton in said County, Bounded as follows, Begining in the Centre of the Crowder Road, in the south line of David Pauls land thence with said Pauls line N 7.35 E 7 poles to Sharps corner, thence with said Sharps line N 82 W 17½ poles to a stake in the line of Levin Griffith, thence with his line S 7.35 W 29 poles to the centre of said Crowder Road, thence with said Road S 47 E 27½ poles to the Begining, said dower to be assigned in the whole premises by assignment of Dower in one or more of said tracts or especially of the rents and Profits, if no division can be made, and also appraise said Premises subject to the incumbrance of dower so assigned, and make Return of your Proceeding hereon to the next

lot No (17), and we estimate the value of said lot subject to, and encumbered by the payment of said yearly sum - at Twelve Hundred & Ninety five dollars, We estimate and appraise one half of lot No (16) in said petition described, it being free from Dower at One Hundred dollars,

As Witness our hands this 29 day of October AD 1853

David Danforth
Theodore Greenleaf
Nathaniel Raymond

Hamilton Danforth
Admr &c
vs
Thos M. Danforth
et al
Petition for
Commissioners Oct

Alexander Darrow Adm
of Anson Darrow
vs
Anna M. Darrow et al

Union Com Pleas
Pet to sell land

In obedience to the order of the Court in this case, after being first duly sworn, and upon actual view of the premises, in the said petition described, we the undersigned appraisers do set off and assign to Anna M. Darrow the Widow of Anson Darrow deceased for her dower estate in the real estate mentioned & described in said petition, so much of said lands as are contained in the following bounds to wit situate near Newton in the County of Union and State of Ohio, and described as follows Beginning in the centre of the Crooden Road in the south line of David Pauls land, thence with said Pauls line N. 7. 35 E, 7 poles to Shoops corner, thence with said Shoops line N. 82 W. 17½ poles to a stake, in the line of Levin Griffith, thence with his line S. 7. 35 W. 29 poles to the centre of said Crooden Road, thence with said Road S. 47. E. 27½ poles to the beginning, containing one acre & 144 poles, we do estimate & appraise the land above described subject to said dower at Seventy Five dollars, And we do further report and find that lot No (17) seventeen in said petition mentioned, is entire and cannot be divided by Metes & Bounds, we therefore set off to said Anna M. Darrow, as and for the remainder of her dower the sum of Thirty Eight & 25/100 dollars yearly during her life, it being one third part of the clear annual rents issues and profits of said

Filed April
11 - 1854
James Lunchet

No. 6

Alandras Darrow adm of Anson Darrow dec
vs
Anna M Darrow, et al

Pursuant to the within order of the Court of Common Pleas of Lorain County State of Ohio, on the 11th day of Febry A.D. 1854. I offered for sale the lot No Seventeen (17) in the Town of Newry said County, and struck the same off Luther Weston for the sum of Nine hundred & fifteen dollars he being the highest and best bidder and having bid more than two thirds the appraised value thereof as the property of Anson Darrow dec'd.

Also on the 11th day of Febry ~~aforesaid~~ 1854 I offered for sale the East half of the lot No. Sixteen in Newry (16) and struck the same off to William H. H. Titus for one hundred Dollars, he being the highest and best bidder and having bid more than two thirds of the appraised value thereof sold also as the property of ~~Alandras~~ Anson Darrow, dec'd.

Also on the said 11th day of Febry 1854, I offered for sale the lot containing one acre & one hundred & forty four poles described in said petition and struck the same off to Anna M. Darrow, for seventy five dollars it being the appraised value and she being the highest & best bidder, and having bid equal to the appraised value thereof which has also sold as the property of said Anson Darrow

Alandras Darrow
Adm of Anson Darrow

fees $
Publication of Notice $
Feb 11th 1854

Rhundus Darrow
Adm &c

v

A M Darrow et al

Notice of Pub

Filed April 11, 1884
James Turner Clerk

No 7

NOTICE.

Alandrus Darrow, Administrator of Anson Darrow, deceased, vs. Anna M. Darrow, et. als.	Order of Sale.

IN pursuance of an order of the Court of common Pleas of Union county Ohio, made Nov. 21st 1853, I will sell to the highest bidder on the 11th day of February A. D. 1854, at the door of the court house in said county, at one o'clock P. M. (and continue till all be sold) the following real estate, as the property of Anson Darrow deceased, to wit:—In-lot No. 17, and the east half of lot No. 16, both in the town of Newton, Union county, Ohio. Also, one acre and one hundred and forty-four poles, near Newton, in said county of Union, and bounded as follows:—Beginning in the centre of the Crouder road, in the south line of David Paul's land; thence with said Paul's line, north 75 deg. 35 min., east 7 poles to Sharp's corner; thence with said Sharp's line north 82, west 17½ poles to a stake in the line of Levin Griffith; thence with his line-south 7 deg. 35 min., west 29 poles to the centre of said Crouder road; thence with said road south 47, east 27½ poles to the beginning. Said lot No. 17 is subject to the dower of the widow, and is appraised, so subject, at twelve hundred and ninety five dollars; also the lot containing one acre and 144 poles, above described, is subject to the widow's dower, and is appraised, so subject, at seventy-five dollars; said half of lot No. 16, is free from dower; appraised at one hundred dollars. The sales will be made upon the following terms, to wit:—one-third of the purchase money in hand on the day of sale, and the residue thereof in one and two years thereafter, with interest from the day of sale, to be secured by mortgage on the premises.

ALANDRUS DARROW,
Administrator of Anson Darrow, dec'd.

COLE & PORTER, Att'ys.
January 11th '54-w4.

Pd Dec 5.00

The State of Ohio Union County ss

John B Coats being duly affirmed according to law says that the annexed notice was published four weeks successivly in a Newspaper Called the "Marysville Tribune" in General circulation in the County of Union. Which Publication commenced on January 11th 1854 and ending February 11th 1854

John B Coats

Affirmed & Subscribed before me this 11th day of April 1854

James Lind Clerk

Civil/Domestic Case File

Case No. 1853-CV-0024

No. 53-CV-24

Union Common Pleas Court.

John Roise
Plaintiff,

AGAINST

James McElroy
Defendant.

JUN TERM. 1854

Dismissed

Journal 5 Page 329

Record No. No Record Page

Ex. Doc. A Page 495

Law ~~No~~ ~~No~~ 9

John Kirse
vs
James McElroy

Cert bill made
no Record

Clerk. and then and there full
true direct and perfect answer
make to all and singular the premises
and further to stand to perform and
abide such order direction and decree
therein as to your honors seem meet
And your Orator shall ever pray

J. G. Doughty Solr for
Petitioner

John Pierce
vs
James McElroy
Petition to record
Contract

Filed May 10 1855
James Lemon Clerk

J. G. Doughty Solr
petitioner

To the honorable Judge of the Court of Common pleas ~~in Chancery~~ within and for the County of Union and State of Ohio in Chancery sitting

Respectfully represents unto your honor your Orator John Rice of the County of Union and State of Ohio. That James McElroy of the County of Union and State of Ohio, and whom your Orator prays may be made a party Defendant to this bill. On or about the 3d day of May AD 1853. was the owner in fee simple of a certain Real Estate situate in the County of Logan Township of Perry and State of Ohio and bounded and described as follows. to wit Being part of Mitetay Survey No. 4810. and entered in the Name of Richard Call Beginning a stake in the center of the Skidmore Road. and the free Turnpike Road. leading from Bellfontain to Columbus. Thence N 65 E. thirty four poles. to a stake or stone near the head Race of the Mill now owned by Peter Mattox Thence crossing said Free Turnpike Road. N 10 W 3 1/2 poles. to a stake or stone Thence along said Millrace. N 61 E. 16 poles. and 10 links. to a stake or stone Thence N 38 W. 16 poles. and 21 links. to a stone Thence with the dividing line of the heirs of Richard Call. S 53 W. 30 poles. to a stake. the Skidmore Road. Thence with said road. S 27 W. 23 poles. to the beginning. supposed to be 4 acres. 12 poles. The said James McElroy being desirous to sell said Real estate entered into an agreement with your Orator

for the sale thereof to him and which agreement ~~was~~ bearing date May 8-1853. was reduced to writing and signed by the said James McElroy and is to the purport and effect following. the said James McElroy binds himself his Heirs Executors or assigns to make and execute a good and sufficient warranty deed upon the payment of the consideration money as follows one hundred and fifty four Dollars and fifty cents paid in hand. forty four Dollars on the 8 day of May 1854. with ten per cent interest. fifty Dollars to be paid on 8th day of May 1855. ten per cent interest. fifty Dollars to be paid on the 8th day of May 1856. with ten per cent interest and upon the last payment to make your Orator a deed in fee for the property above described. upon the payment of the last named sum of money. ~~at~~ as by said agreement when produced will appear.

And your Orator further represents to your honour that the said James McElroy bound himself to deliver possession of the said described land at the date of said agreement except the dwelling house which ~~the~~ said ~~McElroy~~ dwelling house to be delivered up to the possession of your Orator ~~not~~ in 21 days from the date of said agreement.

And your Orator further shows to your honour that he called upon the said James McElroy to give your Orator possession of said land which the said McElroy refused to do

Your Orator further shows to your honour that, that the said House, being upon the land, in the petition described, was in the occupancy of who forced and prevented your Orator from taking possession of the land described. And that the said McElroy refused to move all encumbrances and to deliver the possession of said land. And your Orator further shows to your honour that he has called upon the said McElroy at several different times, for the peaceable possession of said land and that the said McElroy refused so to do. And your Orator prays that the said contract between your Orator and the said James McElroy may be rescinded and that the said ~~John Brown~~ James McElroy be compelled by the decree of this honourable ~~court~~ court to refund to your Orator the said sum of One hundred and fifty five Dollars and fifty cents with the lawfull interest thereon from the date of the payments thereof and the damages he has sustained by reason of the non delivery of the said premises described. May it please your honour to grant unto your Orator a writ of subpoena to be directed to the said James McElroy &c. thereby commanding him at a certain day and under a certain penalty therein to be limited personally to be and appear before your honour in this honourable

Civil/Domestic Case File

Case No. 1853-CV-0025

No. 53-CU-25

Union Common Pleas Court

French Garwood et al
Plaintiff,

against

Samuel Taylor et al
Defendant.

NOV TERM. 1853

Decree for Plaintiff

Journal 5 Page 280

Record No. 6 Page 564

Ex. Doc. A Page 370

Case 25

Ernest Garwood
Sarepta Garwood
v
Samuel Taylor Et al

property worth
from $800. to $1000,

Atty fee $15.

Motion to pay $4
Costs
cost bill made
Received

Case 23

Ulster Com Pleas

vs

French Garwood
Darlpha Garwood

vs } Pet for part

Samuel Taylor et al

Filed May 12 1853
James Turner Clerk

No 1

Cole & Porter

To the Court of Common Pleas within and for the County of Union and State of Ohio

Your petitioners

Frenck Garwood and Sarepta H Garwood (late Sarepta H Reynolds, Daughter of Innis Reynolds deceased) of the County of Union aforesaid Respectfully represent, that your petitioners, have a legal right to and are seized in fee simple of one undivided fourth part, of a certain tract or parcel of land with the appurtenances, lying and being in said County of Union, and bounded and described as follows to wit; part of Survey No. 4807, beginning at a hickory and two black ashes, an original Corner to the survey, thence running with the line of the survey S. 84, E 175 poles, to the centre of the road, passing three honey locusts down S.E. corner, to a lot surveyed for Robert Means thence with the Road S. 58 W. 41 poles, to a stake in the Road, witness three white Elms, thence N. 84, W. 140 poles, to a hickory sprout, in the west line of the survey, thence with said line N. 7. E 25 poles, to the beginning, being the same land conveyed by William Douglass, to Innis Reynalds, by Deed dated February first 1838, containing twenty five acres more or less,

Also of a certain other tract or parcel of land, with the appurtenances lying and being in said County of Union and bounded and described as follows to wit Being part of Survey No. 4946 beginning at a stone corner to lands conveyed, by Innis Reynolds to Da Reynolds, thence S. 84, E 33½ poles to a stake in the middle of Beeches =

Creek, thence S. 17 W. 5 poles, thence with the creek South 25 W. 38 poles to a stake; thence North S. 4. W. 2 poles; thence S. 6. W. 11 poles to a stake, thence N. 84 W. 18 poles 11 links. to the east line of the town plot thence with the east line of the town of Homer N. 6 E. 84. poles 7. links to a stone N. E. corner to lot No. (13); thence S. 84. E. 1 pole to a stake thence N. 6. E 12 poles 7 links to the beginning Containing eight acres and 53 poles;

Also six lots in the town of Homer with the appurtenances, in said County of Union to wit In lot No. 6 six, No. seven (7) No. eight (8) No. nine (9) No. ten (10) No. eleven (11) as designated on the recorded plat of said town.

And your petitioner further represents that J. Ben Thript and Ben Ann M. Thript, his wife (late Ben Ann M Reynolds daughter of said Inner Reynolds deceased) of Logan County Ohio, who are entitled to one fourth part of said premises; And Venetia A. Reynolds, and Mary E. Reynolds of Champaign County Ohio, the two last of whom are minors. and are each entitled to one equal fourth part of the above discribed premises, as copareners with your petitioner; ~~And that Susan E. Taylor~~ (late Susan E. Reynolds; ~~widow~~ of said Inner Reynolds deceased) now wife of Samuel Taylor of Champaign County is entitled to dower in the same premises;

You ~~petitioner~~ therefore desiring to hold their said interest in the above described premises in severalty, prays that said Samuel Taylor and Susan E. Taylor his wife.

J. Bun. Shipt and Ben Ann Shipt (his wife); Venetia A. Reynolds, and Mary E Reynolds, may be made party defendants to this petition, and that partition of said lands and tenements may be made, and that the dower of the said Susan H Taylor may be assigned in said premises; or if it shall appear that partition of said lands and tenements cannot be made, without manifest injury; then that the same may be sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided.

By Coleas Porter
their Attys

to a Stake in the middle of Treacles creek, thence S. 17. W. 5 poles, thence with the creek S. 25 W 38 poles to a Stake, thence S 4 W. 2 poles thence S. 6 W. 11 poles to a Stake, thence N. 84 W. 18 poles 11 links to the east line of the town plat thence with the east line of the town of Homer N. 6. E. 39. poles 7 links to a Stone, N. E corner to lot No. (13) thence S. 84 E 1 pole to a Stake, thence N. 6. E. 12. poles 7 links to the beginning containing Eight acres and fifty three poles —— Also In lots Nos Six, Seven, Eight, nine, ten and eleven in the town of Homer in said county of Union Ohio as designated on the Recorded plat of said town —— And at the next term of said Court application will be made by said Furwood and said Cecelia his wife, for an order that partition may be made of said premises and the dower of the widow assigned &c

May 12th 1853

Yours
French Furwood
Cecelia H Furwood
By Cole & Porter their Attorneys

Filed June 17 1853
Amos Dun Clerk

No 2

The within Answer as to May 13 1853 and we do consent to the prayer of the petition

J. Dun & King

Thomas Ph. Stanley

Notice

J Barr Thrift and Benj Ann Thrift his wife late Benj Ann N. Reynolds, will take notice that a petition was filed against them on the 12th day of May AD 1853 in the Court of Common Pleas of Union County Ohio by Benjh Garwood, and Sarepta W. Garwood his wife and is now pending wherein the said Benjh Garwood, and Sarepta Garwood, demand partition of the following real estate, lying and being in Union County Ohio and described as follows to wit, part of Survey No 4807 beginning at a hickory and two ~~[illegible]~~ black ashes an original corner to the survey, thence running with the line of the survey S. 84 E. 176 poles to the centre of the Road, passing three honey locusts down. S. E. corner, to a lot surveyed for Robert Means, thence with the Road S. 58 W. 41 poles to a Stake in the Road witness three white Elms, thence N. 84 W. 140 poles to a hickory sprout in the west line of the survey, thence with said line N. 7 E. 25 poles to the place of beginning being the same land conveyed by William Douglass to Jonner Reynolds, by deed bearing date February first 1838? Containing twenty five acres more or less.

Also a certain other tract or parcel of land lying and being in Union County Ohio, and bounded and described as follows. to wit being part of Survey No 4946, beginning at a stone corner land conveyed by Jonner Reynolds to Jos Reynolds, thence S. 84 E. 33⅓ poles

No (13) thence S. 84 E 1 pole to a stake, thence N. 6 E. 12 poles 7 links to the beginning, containing eight acres and fifty three poles.

Also the lots No 6 six(6) No 7 seven(7) No 8 eight) No 9 nine(9) No 10 ten(10) and No 11 eleven(11) in the town of Homer in said Union County Ohio as designated on the recorded plat of said town.

And at the next term of said court application will be made by French Garwood and Josepha Garwood his wife for an order that partition may be made of said premises, and the dower of the widow assigned &c

May 12th 1853

French Garwood
Josepha H Garwood

Union C.P. Pl.
French Garwood &
Josepha Garwood
vs
D. Taylor et al
Petition to Defendants

Filed June 11 1853
Lucien Stevens Clerk

The defendants
Samuel Taylor
Susan Taylor
State of Ohio Union County ss. Personally came
before me, a Justice of the Peace in and for said County
& Township with the petition of the petitioners
this 13th day May 1853
Sworn & subscribed before me this 17th day June 1853
P. Gates J.P.

Union Pl. Pl.
French Garwood &
Josepha Garwood
vs
D. Taylor et al
Petition to Defendants

Filed June 11 1853
Lucien Stevens Clerk

Union Petition Partition
of the Estate of Intestate

No 3

Notice

Samuel Taylor, and Susan F. Taylor, his wife late Susan F. Reynolds, Venetia A. Reynolds & Mary E. Reynolds will take notice that a petition was filed against them on the 12th day of May 1853. in the Court of Common Pleas of Union County Ohio, by French Garwood and Sarepta H. Garwood his wife, and is now pending wherein the said Garwood and said Sarepta his wife, demands partition of the following real estate, lying and being in Union County Ohio and described as follows to wit, part of Survey No. 4807, beginning at a hickory and two black ashes an original corner to the survey, thence running with the line of the survey. S. 84 E. 175 poles, to the centre of the Road, passing three honey locusts down, S. E corner, corner to a lot surveyed for Robert Meows thence with the Road S. 58 W, 41 poles to a stake, in the Road witness three white Elms, thence N 84, W. 140, poles to a hickory sprout in the west line of the survey, thence with said line N. 7 E. 25 poles to the place of beginning, being the same land conveyed by William Douglas, to Imon Reynolds by deed dated February first 1838, containing twenty five acres more or less.

Also a certain other tract or parcel of land lying and being in Union County Ohio and bounded and described as follows to wit, being part of Survey No. 4946, beginning at a stone, corner to lands conveyed by Imon Reynolds, to Isaac Reynolds thence S. 84. E. 33⅓ poles to a stake in the middle of Beaches Creek, thence S. 17 W. 5 poles, thence with the creek, S. 25 W 38 poles to a stake, thence 84, W. 12 poles, thence S, 6, W, 11 poles to a stake thence N. 84 W. 18 pols 11 links to the east line of the town plot, thence with the east line of the town of Homer N. 6 E. 39 poles 7 links to a stone, N. E corner to lot

R. Jackson et ux

v

S. Hayles et al

Plea &c

Filed June 23 1853
James Lum Clerk

No 4

Jurndice ad litem

French Garwood et ux
vs
Samuel Taylor et al

In petition

I. B. Allen Esq. Guardian ad. litem of Venetia A. Reynolds, and Mary E. Reynolds Infants defendants, comes and says that he is not informed as to the merits of said case, and cannot therefore gainsay the allegations set up in said petition. But leaves the same to the discretion of the Court

I. B. Allen
Guar. ad litem

French Farwood et ux

v

S. Taylor et ux et al

Writ of Partition

Filed Nov 22 1853
James Linn Clerk

No 5

Cole & Porter
Attys for Pets.

I have executed this writ by the oath of the within named commissioners, whose names appear in a schedule returned herewith

(Note)

Fees Mileage 50
Serv 1 00
Return 10
Commissioners & Guardian 1 00
Oath Reed 1 00
Wm Bohannon Serg 2 00
5 60

Wm Bohannon Sheriff of Wm County

The State of Ohio

To the Sheriff of Union County Greeting

We command you that without delay by the oaths of John Reed Sr Wm B. Irwin, Cornel Jon Lowe, Elephas Hunthom, Susanna Ingler Clate ~~Susanna~~ of Reynolds widow of Inner Reynolds deceased now wife of Samuel Ingler of Champaign County Ohio, to be endowed of one full third part of the following real estate, situate in the County of Union and State Ohio, and bounded and described as follows. to wit, part of Survey No 4807 beginning at a hickory and two blackashes an original corner to the survey, thence running with the line of the survey S. 84 E. 175 poles to the centre of the road, passing three honey locusts down S. E. corner to a lot surveyed for Robert Means; thence with the Road S 58 W 41. poles to a stake in the Road. witness three white Elms, thence N 84 W. 140 poles to a hickory sprout in the West line of the survey, thence with said line N. 7 E. 25 poles to the beginning, being the same land conveyed by William Naughts. to Inner Reynolds, by deed dated February first 1838, containing twenty five acres more or less,

Also a certain other tract or parcel of land, in Union County bounded and described as follows to wit, Being part of survey No 4946, beginning at a stone corner to lands conveyed by Inner Reynolds to Dan Reynolds, thence S. 84 E. 33⅓ poles to a stake in the Middle of Frenches creek, thence S. 17 W. 5 poles thence with the creek, S. 25 W. 38 poles to a stake, thence N. 84 W. 2 poles, thence S 6 W. 11 poles to a stake, thence N. 84 W. 18 poles 11 links. to the

east line of the Homer town plat, thence with the east line of the town of Homer, N. 6 E. 39 poles 7 links to a Stone N. E. corner to lot No. (13) thence S 84 E. 1 pole to a Stake, thence N. 6, E. 12 poles 7 links to the beginning containing eight acres & 53 poles

Also, six town lots in the town of Homer, in Union County to wit, In lots Nos Six (6): Seven (7) Eight (8) nine (9) ten (10) & Eleven (11) as designated on the recorded plat of said town, — And also that in like manner and by the like oaths of the same John Reed Sr Wm B Irwin & Elphras Burnham you cause partition to be made of the same lands "Subject to said dower Estate", among the following persons and in the following proportions to wit To French Garwood & Sarepta Garwood his wife, one equal fourth part; to B. Bure Thipt & Benam = = A Thipt his wife one equal fourth part, to Venetia = A Reynolds, one equal fourth part; and to Mary = E. Reynolds: one equal fourth part; in pursuance of an order lately made in our said Court of Common Pleas, within and for said County of Union in a certain petition for partition, wherein French Garwood, & Sarepta Garwood his wife are petitioners, and Samuel Taylor & Susan T Taylor his wife and others are defendants; and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas, within and for said Union County, together with this writ

Witness James Thorne Clerk of our said Court of Common Pleas this 23 day of June AD 1853

James Thorne Clerk

Received this writ June 23d 1853
I have executed the within writ by the oaths of Elaphas Branham John Reed 3d and William B Irwin three judicious and disinterested men of the vicinity, not of kin to either of the parties interested, and i return herewith the assignment

French Garrison
vs
S & Gaylen

Commissioners
Report

Filed Nov 22 1853
James Lee Clerk

No 6

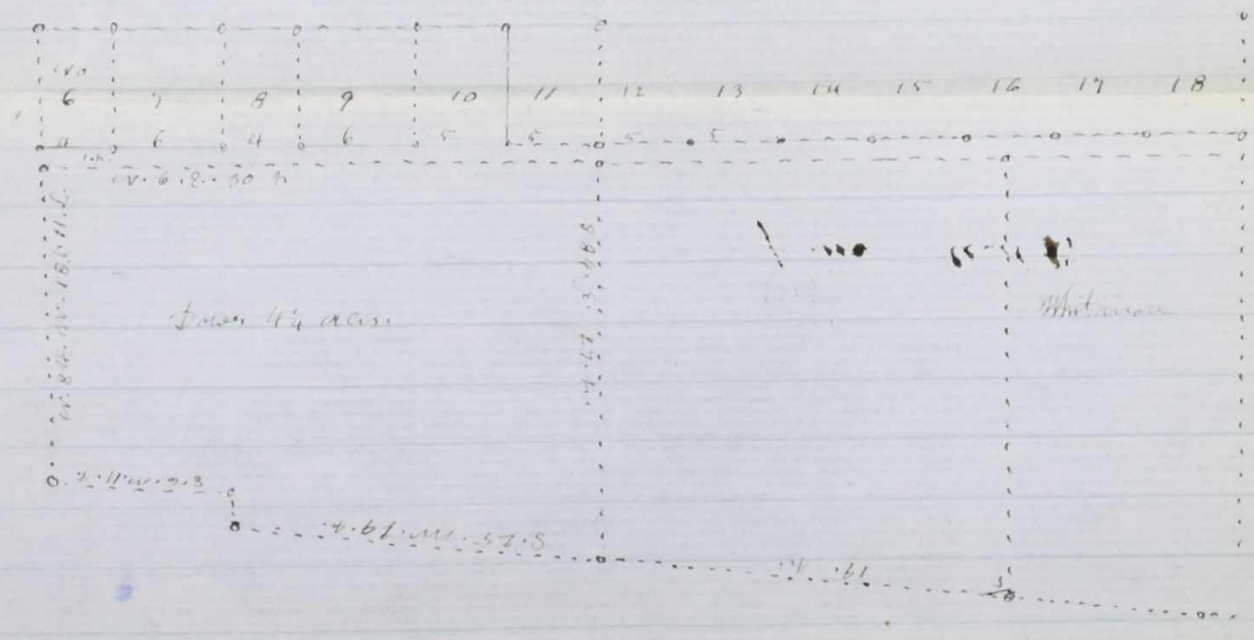
Fees on the with in Case

E. Burnsbrew Lone day	$1.00
John Ric 30 " "	1.00
Wm. B. Fren " "	1.00

In obedience to writ of partition from the Court of Common pleas for the County of Union State of Ohio in which we the under signed were appointed Commissioners to make partition of two lots of land named in said writ ~~contain~~ and set of the Dower of Susan H. Taylor in said land we would report after being sworn by the Sheriff of said County as the law directs we carefully examined the lots of land discribed in said writ and are unanimously of opinion that said land is not susceptible of a fair or equal partition and we set off to the said Susan H. Taylor as her Dower in kind the following part of what is contained in Survey No. 4746. that is Two lots in the town of Homer lots No. 6. 7. 8. 9 and 10. also four and one fourth acres of the land discribed in said writ Bounded as follows to wit Beginning at a Stone S. W. Corner to said land in the East line of the town of Homer thence running with said line N. 6. E 30. poles to a stake 1. pole S 84. E. of the Corner of lots No. 11. and 12. then S. 84. E. 27. poles to the creek then down the creek S. 28. W. 19. p. N 84. W. 2. p. S. 6 W. 11. p to a stake then N. 84 W. 18. p. 11. S. to the Beginning as represented on the plat here with returned and we appraise said lot of twenty five acres in Survey No 4807. to be worth twelve dollars per acre free from the Dower and we appraise the lot of Eight acres and fifty three poles in Survey No. 4746 to be worth twenty five dollars per acre subject to said Dower including lots

July 7th. 1863.

William B. Grier
Eliphas Burnham } Commrs
John Reed Jr.



F. Garwood et ux

v

S. Taylor et al

Appointment of

Guar ad litem

French Garwood et ux
v
Samuel Taylor et al } In Partition

On Motion to the Court it is ordered that D. B Allen Esq be appointed Guardian ad litem for Venter A Reynolds and Mary E. Reynolds Infant defendants who thereupon appeared in open Court and accepted said appointment.

F. Dorwood et ux
v
S. Taylor et al

Order for partition

Entries: Entries
Mit Se Se

French Garwood et al }
v } In Partition
Samuel Taylor et al }

On Motion to the Court by Coles & Porter Counsel for the plaintiffs - It is ordered that by the Oaths of John Reed Sr Wm. B. Irwin Elphas Burnham one full and equal third part of the lands in the said petition described be assigned and set off to the said Susan F Taylor, as her dower estate, and that by the like Oaths of the same John Reed Sr Wm. B. Irwin and Elphas Burnham partition be made of said lands subject to said dower estate in the following proportions to wit. To the said French Garwood & Sarepta Garwood his wife, one equal fourth part; To the said T. Burr Thrift and Benam M. Thrift his wife, one equal fourth part, To the said Venetia A Reynolds, one equal fourth part and to the said Mary E Reynolds one equal fourth part - and It is further ordered that a writ of partition issue to the Sheriff of Union County, commanding him to have dower to be assigned and said partition to be made accordingly

Civil/Domestic Case File

Case No. 1853-CV-0026

No. 53-CU-26

Union Common Pleas Court.

Asenath Fairfield, Plaintiff,

AGAINST

Andrew Keys, Defendant.

NOV TERM, 1853

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 251

Record No. 6 Page 560

Ex. Doc. A Page 388

Law 26

Assenath Hairfield
v
Andrew Reyes.

cert bill made
Record

Case 26

Union Com. Pleas

Asenath Fairfield
vs Pet. for Part.
Andrew Keys.

Filed May 12 1853
James Downer Clerk

No 1

S. B. Allen for Petr

To the Court of Common Pleas of the County of Union and State of Ohio.

Your Petitioner Asenath Fairfield of the County of Union, in the State of Ohio, Respectfully represents, that in or about the year one thousand eight hundred and forty five, one Joseph Morse, of said County of Union and State of Ohio, died intestate, seized of an Estate in fee simple, in the following lands and tenements, situate in the County of Union in the State of Ohio, being a part of survey No 4071 on the waters of Buck run, so usually called, beginning at a stake on the old Delaware road leading from Milford to Delaware, running N. 70 W. to a stake on the new road leading from Milford to Marysville, from thence with said road N. 39 E. 118 poles to a stake in the north line, thence N. 80 E. 23 poles to two Ironwoods in the line, thence S. 17 E. 112 poles to a stake in the old Delaware road, thence with said road 14 poles to a stake, thence S. 63 W. 68 poles to a sugar tree thence S. 47 W. 62 poles to the place of beginning, being the same tract of land deeded by Michael Davis and Elizabeth Davis his wife, to Joseph Morse, Apr. 3, 1835, Containing Eighty acres. That the said premises descended to the following persons, the children of the said Joseph Morse Dec^d in the following proportions as coparceners, to wit.

1st So your petitioner, Asenath Fairfield, formerly Asenath Morse, a daughter of the said Joseph Morse and who intermarried with one Jacob Fairfield who is now Deceased, one undivided eleventh part of said premises in fee.

2nd. To Betsy Kenedy, formerly Betsy Morse, a daughter of the said Joseph morse, and who intermarried with one John Kennedy, an undivided eleventh

part of said premises in fee.

3rd. To Lydia Keys, formerly Lydia Morse, daughter of the said Joseph Morse, and who intermarried with one Loren Keys, an undivided eleventh part of said premises in fee.

4th. To Permilla Pathamore, formerly Permilla Morse, daughter of the said Joseph Morse and who intermarried with one Fredrick Pathamore an undivided eleventh part of said premises in fee.

5th. To Caleb Morse, Joseph Morse, Archibald Morse, Ray G. Morse, Alfred V. Morse, William B. Morse and Isaac Morse, all sons of the said Joseph Morse Dec. each an undivided eleventh part of said premises in fee.

Your petitioner further represents that the said Betsy Kenedy, Lydia Keys, Permilla Pathamore Caleb Morse, Joseph Morse, Archabold Morse Ray G. Morse, Alfred V. Morse, William B. Morse and Isaac Morse, some time in the year 1846 conveyed their undivided shares in said premises to one Jacob Fairfield of said Union County, Ohio. And that ~~some~~ time afterwards the said Jacob Fairfield conveyed the same to one George W. Fairfield of said Union County Ohio, who afterwards died and said undivided shares were sold by the Administratrix of said George W. Fairfields Estate ~~and deeded by her to one~~ Andrew Keys of Union County Ohio, who now owns the undivided ten elevenths of said premises as ~~tenant in common~~ with your petitioner Asenath Fairfield.

Your petitioner ~~would~~ further represents that the said Jacob Fairfield died ~~sometime~~ on or about the 10th day of April A.D. 1853.

Your petitioner therefore, desiring to hold her said interes in the above described premises, in severalty, prays that said Andrew Keys may be made party defendant to this petition and that partition of said lands and tenements may be made; or if it shall appear that partition of said lands and tenement cannot be made without manifest injury, then that the same may be sold, or other proper order taken in that behalf, pursuant to the Statute in such case made and provided.

By S. B. Allen
Att'y. for Petitioner

Filed June 24 1853
Francis Swan Clerk

No 2

Received this writ May 12th 1853
Served this writ May 12th 1853 by delivering to
Andrew Keyes a certified copy of this writ

	Fees Milage	25
June 23 1853	Serv	35
	Copy	40
	Return	5
		1 05

William C Martin Sheriff

Andrew Keys will take notice that a petition was filed against him on the 12th day of May A.D. 1853, in the Court of Common Pleas by Asenath Fairfield, and is now pending, wherein the said Asenath Fairfield demands Partition of the following real Estate, to wit, situate in the County of Union, in the State of Ohio. being a part of Survey No. 4071, on the waters of Buck run, so usually call, beginning at a stake on the old Delaware road leading from Milford to Delaware, running N. 10 W. to a stake on the new road leading from Milford to Marysville from thence with said road N. 39 E. 118 poles to a stake in the north line, thence N. 80 E. 23 poles to two Iron woods in the line, thence S. 17 E 112 poles to a stake in the old Delaware road, thence with said road 14 poles to a stake, thence S. 63 W. 68 poles to a sugar tree thence S. 47 W. 62 poles to the place of beginning, It being the same land which was deeded by Michael Davis & Elizabeth his wife, to Joseph Morse April 3rd 1835, containing Eighty acres. And that at the next term of said court application will be made by the said Asenath Fairfield for an order that partition may be made of said premises

~~Marysville~~ Union County, O. May 12th 1853

Asenath Fairfield
By J. B. Allen her Atty.

Asenath Fairfield
vs
Andrew Keys

Writ of Partition

Filed Nov 22 1853
James Lunn Clerk

No 3

J. B. Allen
Atty for Pltff

I have executed this writ by the oaths of the within named commissioners who report is herewith returned Nov. 21st 1853.

Fees Milage 30
Levy 1 00
Return 15
Commissioners fee 3 00
$4 35

William C Malin Shff

The State of Ohio.

To the Sheriff of Union County, Greeting:

We command you that without delay by the oaths of William B. Irwin Elephas Burnham and John Reed 3rd you cause Partition to be made of the following real estate, situate in the county of Union, in the State of Ohio, being a part of Survey No. 4071 on the waters of Buck run, so usually called, beginning at a stake on the old Delaware road, leading from Milford to Delaware, running N. 10° W. to a stake on the new road leading from Milford to Marysville from thence with said road N. 39° E. 118 poles to a stake in the North line, thence N. 80° E. 23 poles to two Iron woods in the line, thence S. 17 E. 112 poles to a stake in the old Delaware road, thence with said road 14 poles to a stake, thence S. 63. W. 68 poles to a sugar tree, thence S. 47 W. 62 poles to the place of beginning, being the same tract of land deeded by Michael Davis & wife, to Joseph Morse Apl. 3rd A.D. 1835. Containing Eighty acres, among the following persons, and in the following proportions to wit— to Asenath Fairfield one equal eleventh part, to Andrew Keys ten equal elevenths parts, in pursuance of an order lately made in our said court of Common Pleas within and for the said County of Union, in a certain Petition for Partition, wherein Asenath Fairfield is Petitioner and Andrew Keys is Defendant; and that your proceedings in the premises you directly certify, under your hand, to our court of Common Pleas within and for said County of Union together with this writ. Witness James Lane Clerk of our said Court of Comm Pleas this 23 day of June 1853

James Lane Clerk

Bennett Pamphlet

vs

Andrew Keys

Commissioners
Report

No 4

We have duly to answer from the Court of Common pleas for the County of Union State of Ohio made at the June term of said Court in which the under signed were order to make partition of 80 acres of land in Survey No. 4071. by setting off to Asenath Fairfield an assigned Eleventh part of said lot we would report that after being sworn by the Sheriff of said County we carefully scan and the premises described in said writ and we unanimously of opinion said lot can not be divided as ordered without materially injuring the balance of the lot and we appraise said lot to be worth twenty four dollars per acre. July 7th 1853.

William A. Irwin
Eliphas Burnham } Commissioners
John Reed 3rd

Fees in the above case

Eliphas Burnham one day	D. 1.00
John Reed 3rd " "	1.00
William A. Irwin " "	1.00
	D. 3.00

Civil/Domestic Case File

Case No. 1853-CV-0027

No. 53-CV-27

Union Common Pleas Court

Laura Mason
Plaintiff,

against

Thornton Mason
Defendant.

APR TERM. 1854

Dismissed

Journal 5 Page 296

Record No Record. Page

Ex. Doc. A Page 441

Case 27

Laura Wasson
vs
Thornton Wasson

Cert Bill made
no Record

and that your petitioner has been a resident of said County of Union for more than one years last past,

Your petitioner therefore prays process of subpoena &c against the said Thornton Wilson, that he may answer all and singular the allegations in this petition; and that on the final hearing of this cause, the marriage contract may be decreed to be dissolved, and that alimony may be allowed your petitioner out of the effects of said Thornton Wilson, and that your petitioner may have such other and further relief in the premises as to your Honor shall seem meet, and she shall ever pray &c

Cole & Porter
Sol Attys

Term 27
Union Co. Ill. Dec

Laura Wilson
vs
Petition for Divorce
Thornton Wilson

Filed May 13th 1853
James Simmons
Clerk

20
20
40
10
2,23

Cole & Porter

To the Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery Sitting

Respectfully represent to the Court, your petitioner, Lucero Wasson, of the County of Union aforesaid, that in or about the year 1853 your petitioner intermarried with Thornton Wasson of said Union County, (and whom your petitioner prays may be made party dependent to this petition,) your petitioner further represents that the said Thornton Wasson, since his said intermarriage with your petitioner has wickedly disregarded the Marriage Vow, and the sanctity of the Marriage State, and has at divers times since his intermarriage with your petitioner and before the filing of this petition, been guilty of extreme cruelty towards, and has used violence upon the person of your petitioner, in this, that the said Thornton Wasson, has at various times struck and beat your petitioner with his fist, and has knocked her down; and kicked her; and otherwise ill treated her, and said Thornton Wasson did on or about the day of April 1853, strike and beat your petitioner with a board in such a violent manner that your petitioner was ~~have~~ compelled to fly for safety, and desert him, and your petitioner dare not and has not since returned, to live, or cohabit with the said Thornton Wasson, your petitioner further represents that by means of the several premises above set forth the domestic peace and happiness of your petitioner has been entirely destroyed, your petitioner further represents, that during her intermarriage with the said Thornton Wasson, they have had two children Namely Alice and Thornton, both infants —

Laura Watson
vs
Thornton Watson

Sub in Chancery

Filed May 17th
A D 1853.
James Turner
Clerk.

Served this writ
May 16th A.D. 1853 by
delivering to Thornton
Watson a certified copy
of this writ also a true
copy of petition

Fees & Mileage	5
Fees	35
Copy of the writ	25
Copy of Petition	50
Return	5
	$ 1.20

William C. Malin Sheriff
by Jerge Turner Deputy

Filed May 17 1853
James Turner Clk

Col & Porter
Attys for Plff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Thornton Wason

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 a Petition in chancery, exhibited against him by Laura Wason

and this he 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 16th day of May A. D. 1853

James Turner Clerk of Common Pleas.

Filed May 16 1893
James Linn Clerk

Fanny Warren }
vs } Marion Com Pleas
Thornton Warren } Set for Divorce

Issue a Subpoena with a copy of the petition in this Case; the Subpoena returnable next term.

May 13th 1853 } Cole & Porter
Clerk Com Pleas } Solrs for Pltf

Hunton Wasson

ads

Laura Wasson

Answer & Crossbill

Filed Aug 9 1853

James Somers Clerk

The answer of Thomas Wasson to the petition of Laura Wasson

The said Thomas Wasson now comes and for answer to said petition of the said Laura Wasson petitioner, saith that it is true that he was intermarried with said petitioner; that it is not true that he has ever at any time during his coverture with said petitioner been guilty of extreme cruelty towards said petitioner that it is not true that he ever at any time struck ~~and~~ or beat said petitioner with his fist or otherwise or knocked her down, or kicked her or otherwise ill treated her; that it is not true that he did on or about the day of April 1853 or any other time strike or beat said petitioner with a board or any thing else in a violent manner; but on the contrary this respondent saith it is true that the said petitioner has been guilty of gross neglect of duty towards this respondent; that she was profane and obscene in her language towards said respondent; that she has been within the last two or three years of her said coverture with this respondent, a constant drinker of intoxicating liquors and often became intoxicated; that said petitioner was often within the last year of her said coverture with this respondent guilty of beating, striking, wounding this respondent; and this respondent at some times was compelled to defend himself from her said attacks; that said petitioner is and has been within the last year constantly harrassing and tormenting this respondent for the purpose (as this respondent verily believes) of driving this respondent from his home; that on or about the day of April 1853 said petitioner

without any good cause except her own wrong left the house and board of this respondent and took with her, Alice, one of the children of said respondent and petitioner, who is aged about ten years; she took with her also a large quantity of the property of this respondent; to wit all the household furniture, provisions and clothing of said family and a part of the medicines which were in the possession of this respondent; she is not a fit person to take charge of and educate said child.

Therefore this respondent prays that this answer may be taken as a cross Bill, and that this respondent be divorced from his said wife, that said infant child Alice be returned to the possession of this respondent, and that this respondent may be dismissed with his costs

Curry & Robinson
Attys for respondent

Civil/Domestic Case File

Case No. 1853-CV-0028

No. 53-CV-28

Union Common Pleas Court.

David Hekins
Plaintiff,

AGAINST

Rachel Hathaway
Defendant,

Nov 1853

Dismissed

Journal 5 Page 266

Record No. Page

Ex. Doc. A Page 392

Law 28

David Wilkins
vs
Rachael Hathaway
Etal

Cert bill made
no Record

Case 28
David G Williams
vs
Rachael L Nathaniel
et al

Petition for
partition

filed
May 19th 1858
James Turner Clerk

J. C. Doughty
Atty for Petitioner

To the Honourable Judge of the Court of Common pleas within and for the County of Union and State of Ohio In Chancery Sitting

Your petitioner, David T. Wilkins of the County of Logan and State of Ohio respectfully represents that, your petitioner has a legal right to and is seized in fee simple, of the three undivided sixth parts of a certain tract or parcel of land with the appurtenances lying and being in the said County of Union and bounded and described as follows. Being part of Virginia Military ~~Land~~ Survey No 3444. lying or situated on the waters of Millcreek. Bounded on the East by David Flinn William Beale, and David Dillon on the South by Levi Ray and Solomon Cook. on the West by J James and A Newland. on the North by James E Gaston supposed to contain one hundred and eight acres. ~~The said widows dower being taken therefrom, leaving the balance of one hundred and eight acres,~~ Your petitioner further represents that, Rachael ~~E. Henry, wife of~~ Heathaway formerly intermarried with Josiah Henry, is now the wife of the said Josiah Henry

of the State of Illinois. Albert in
Hathaway, May Smith, wife of
John Smith, Willson Hathaway
Joseph Hathaway and Sarah
Hathaway, Minors in the year of Illinois the said Joseph Hathaway
and Sarah Hathaway being infant
under the age of twenty One years now
residing in the State of Illinois
are tenants in common with
your Petitioner in the said
premises. and that Rachael
Hathaway of the state of Illinois
widow of David H Hathaway
lately deceased, and whom your
Petitioner prays may be made a
Defendant, to this petition is entitled
to Dower in the same premises.
your. Petitioner therefore
desiring to hold his said interest
in Severalty. prays that partition
of said lands. and Tenements.
may be made. And that your
petitioners interest in said lands
lands. and tenements may be
set off to him in Severalty. and
that the Dower of the said
Rachael. Hathaway may be assigned
in said premises. or if it shall
appear that portition of the
said lands. and tenements
cannot, without manifest
injury be made. then that the
same may be sold, or other proper
order taken in that behalf

Pursuant to the Statutes in such
Case made and provided

J. C. Smith Solr for
Petitioner

Civil/Domestic Case File
Case No. 1853-CV-0029

No. 53-CU-29

Union Common Pleas Court

Charles R. Deming
Plaintiff,

against

James Snodgrass
Defendant.

June Term 1853

Jan 1862

Journal 7 Page 215

Record No. – Page –

Ex. Doc. Page

Law ~~No~~ ~~No~~ 6

Charles R Lemmes

vs

James M Snodgrass

Irwin	$3 08
Randall	80
Malin	2,70
Vining	1 55
	$8,13

Law No 29

Union Com Pleas

Charles R Denning

vs Bill

James M Snodgrass et al

Filed May 21 1853

James Turner Clk

Cole & Poste

To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting.

Respectfully represents unto the Court your orator Charles R Demmon of the County of Ashland Ohio that at the July term of the Court of Common Pleas, within and for the said County of Union A.D. 1846 your orator recovered a judgement at Law, for the sum of ninety six dollars, and forty four cents, against James M. Snodgrass, then of said Union County but ~~since~~ sometime in the year 1846, removed to Delaware County Ohio where he now resides (and whom your orator prays may be made party dependant to this Bill) which judgement yet remains in full force unpaid and unsatisfied.

Your orator further represents that on or about the seventh day of December A.D. 1850 he caused execution to issue upon the said judgement to the Sheriff of said Delaware County and the same has been returned, by said Sheriff, no property found either real or personal whereon to levy.

Your orator further represents that sometime about the year 1846, the said James M. Snodgrass, purchased a house and eight or nine acres of land in the town of Edinburg Delaware County, Ohio of one Henry Shedd, it being the premises that the said James M. Snodgrass now lives upon and occupies, the exact amount and description of which your orator is not advised.

Your orator further represents that said Snodgrass paid the purchase Money to said Shedd for said premises, and said Snodgrass, afterwards sold

said premises to James S. Robinson of said Delaware County (and whom your orator prays may be made defendant to this Bill) and had the deed for said premises made directly from said Sheeld, to said James S. Robinson for what consideration your orator is not advised; Your Orator is informed that the purchase money or a part thereof, still remains due said Snodgrass, and is unpaid by said Robinson.

Your Orator further represents that Alexander Rodgers of said Delaware County (and whom your orator prays may be made dependent to this Bill) is indebted to the said Snodgrass, by promissory note in the sum of seventy two dollars or thereabouts. and also for Medicines furnished to and labor care & bestowed. upon said Rodgers and his family, by the said Snodgrass as a physician, but to what amount your orator is not advised; And also that James Flunegin (Sen) of said Delaware County, (and whom your orator prays may be made dependent to this Bill) is indebted to the said Snodgrass, for medical aid and for medicines care labor & furnished and bestowed, by the said Snodgrass as physician, upon the said Flunegin and his family; but to what amount your orator is not informed, Also that Presly Smith & Alexander Ross, ~~and John Crotty~~ of said Union County, (and whom your orator prays may be made dependents to this Bill) are each indebted to the said —

James Snodgrass, for Medical Services, for Medicines
Care labor &c furnished and bestowed upon
the said Alexander Ross, John Crotty & Presly Said; and
upon their families, but to what amount you
Orator is not advised.

You Orator therefore
prays process of subpoena, against the said
James M. Snodgrass, James, S. Robinson, Alex=
=ander Rodgers James Flanegin Sen, Alexander
Ross, and Presly Said and John Crotty And that they may
on their Corporal Oaths, to the best of their
and utmost of their knowledge remembrance
information and belief, full true direct and
perfect answer make, to all and singular the Mat
ters aforesaid; and that the said James M.
Snodgrass, may answer and set forth in
Manner aforesaid, whether he has any interest
in the real Estate, above set forth either legal
or equitable, and if so that he may State what
that interest is, and also give a more full
description of said premises; And that the
said James S Robinson may answer and
set forth in manner aforesaid; whether he pur=
=chased the premises as herein before alledged,
or any part thereof if so set forth for what
consideration, and give a discription of the prem=
=ises purchased, also set forth in the manner
aforesaid the amount of purchase money for said
premises, which he paid to said Snodgrass
and when the same was paid, and how much
of the purchase money, for said premises, is still
due or becomming due to said Snodgrass (if any)
also set forth in manner aforesaid whether he is indebt=

to the said Snodgrass, in any other manner or in any manner whatever; and if so what is the amount of said indebtedness, and when is the same due and how does he make out and compute the same. And that the said Alexander Rodgers James Flanegin sen. Alexander Ross, John Crutty & Presly Said may each set forth upon their corporal oaths as aforesaid, whether they are indebted to the said Snodgrass, as herein before laid down, or otherwise and if so what is the amount of said indebtedness, and when is the same due and how do they make out and compute the same; Your orator further prays that on the final hearing of this cause, the said James S Robinson, Alexander Rodgers James Flanegin sen Alexander Ross John Crutty and Presly Said, may be decreed to pay to Your orator, or some other fit and proper person to be named by Your honor for the use of Your orator when the same shall become due, so much of said moneys as may be due or coming due to the said James M. Snodgrass, as shall satisfy Your orators judgement and costs and costs that may accrue, and that Your orator shall have such other and further relief in the premises as to Your honor shall seem fit and he shall ever pray &c

Cole & Porter

Complaint's Sol's

To the Clerk of Union Common Pleas

Issue a Subpoena to the Sheriff of Delaware County for James M. Rodgers, James S. Robinson Alexander Rodgers & James Hanagin (Sen.). and to the Sheriff of Union County for Alexander Ross John Crutty and Presly Said, returnable next term,

May 21st 1853

Cole & Porter
Sol's Compl't

Union Comm Pleas

Charles R Deming

vs

James ~~M~~ Snodgrass
Et als

Lieu in Chancery

Filed May 28 1853
James Irwin Clerk

Served by leaving
a certified copy of this
writ at Each of the
within named defendants
usual place of abode

4 Sum 95
1 cmd 60
$155

May 28 1853
E C Vining Shff

Colt & Porter Atty
for complainant

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Delaware Greeting:

We command you to summon James M Snodgrass, James S Robinson, Alexander Rogers & James Hlanegin Sen

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them & others by Charles R Demming

and this Writ 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 31st day of May A. D. 1853

James Turner Clerk of Common Pleas.

Charles R Deming
vs
Francis B Snodgrass
Suit in Chancery
C

Filed May 26 1853
Francis Turner Clk

Rec'd this writ May 23d 1853 by delivering to Alexander Ross John Catty and Presley Lind each a certified copy of this writ

	Fees Milage	60	
May 24th 1853	Serv	75	
	Copy	60	
	Return	5	William Mulin Sheriff
		$1.90	By Augustus Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Alexander Ross Pusley Said & John Crotty

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them & others by Charles R Demming

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES TURNER, Clerk of said Court, at Marysville, the 21 day of May A. D. 1853

James Turner Clerk of Common Pleas.

Civil/Domestic Case File

Case No. 1853-CV-0030

No. 53-CW-30

Union Common Pleas Court.

Joseph Woodson
Plaintiff,

AGAINST

John Schulrer et al,
Defendant.

OCT TERM. 1855

DECREE FOR PLAINTF

Journal 5 Page 369 429

Record No. 7 Page 240

Ex. Doc. — Page

Woodson
Papers

Zea Record

to be recorded
instanter

Recorded
in B7, p 240

2810) 8 0 0 00 (3
400

307

Marysville Dec

No 1 recorded
" 2 "
3 "
Entry 266 recorded
4 "
Entry 307 "
" 369 "
No 5
" 6
" 7 & 8
Entry 406
" 452

in possession of the following lands being part of survey No. 5008 beginning at a stake in the line of Elias Colby thence N 72½ E. 135½ poles to a stake, thence S. 73. E 23½ poles to a stake, thence S. 53. W. 135½ poles to a stake, thence N. 37. W 23½ poles to the beginning, containing twenty acres more or less parcel of the land in said declaration described

20. N
Cases from

9 And the said Garret Harris and George Harris come and confess the lease, entry, and ouster in the said declaration mentioned and admit themselves to be in possession of all of survey No. 5008 except the parcels above described No. 1, 2, 3, 4, 5, 6, 7 and 8, and the parcel described in James E. Fords plea herein this case filed parcel of the land in said declaration mentioned, and the said ~~Griffin Johnson~~, Nicholas Bassett, Rhoda M Bassett, William Brown, Stephen Schicler, Aaron Brown, Catharine Brown, George Schicler, Catherine M Brown, Garret Harris, George Harris for plea ~~say~~ that they are not guilty of the trespass and ejectment in the said declaration alleged against them, and of this they put themselves upon their country and the plaintiffs doth the like

James W Robinson
Atty for defendants

Notice box by Dem
Joseph Hoolan & ads
vs
Garret & Harris & ads

Plea

Recorded

Filed August 27. 1853
James Turner Clerk

Pleading amended
and refiled
April 11. 1854
James Turner Clerk

No 2

9 And the said Garrett Harris and George Harris come and confess the leas. entry and ouster in the said declaration mentioned and admit themselves to be in possession of the following lands in said county to wit: Begining at the begining corner of survey No 5008 thence with the line thereof N 37 W 100 poles thence N 53 E. 112 poles, thence S. 37 E. to a stake in the survey line thence S. 53 W to the begining containing seventy acres — Also another part of said survey described as follows to wit: beginning one hundred rods from the South East corner of survey No 5008, thence N. 37. W. 54 poles to 3 Prenwoods. corner to the part of said survey formerly sold to Ben Sager thence with said Sagers line 182 rods to a red Elm & Dogwood thence S. 57 E. 54 poles to a beech, red oak & white ash, thence S. 53 W. 182 poles to the begining containing Sixty one acres and being the patch farm, parcels of the land in said declaration mentioned; and the said Nicholas Bassil, Rhoda M Bassil, William Brown, Stephen Schider, Aaron Brown Catharine Brown, Jacob Brown, George Schider, Catharine M Brown, Garrett Harris and George Harris Jr plea say that they are not guilty of the trespass and ejectment in the said declaration alleged against them; and of this they put themselves upon the country and the plaintiff doth the like

By James M Robinson
their Atty

Patch farm

John Doe ex dem
Joseph Woods et als
v
Catharine Brown et als

Mon Com Pleas

And the said Griffin Johnson comes and confesses the lease. Entry and ouster in said declaration mentioned and admits himself to be in possession of the following real estate being part of survey No 5008 Begining at a stake in the line of Elias Jolly's land, thence N. 72 E 135½ poles to a stake. thence S. 73 E 23½ poles to a stake. thence S. 53 W. 135½ poles. to a stake. thence N. 37 W. 23½ poles to the begining containing twenty acres more or less. parcel of the land 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 doth the like

By James W Johnson
His Atty

20 A. Sager farm

2 And the said Nicholas Bassil & Rhoda A Bassil come and confess the entry and ouster in said declaration and admit themselves to be in possession of the following real Estate being part of survey No 5008 Begining at a stake 23½ poles from the S. E. corner of the 100 acre lot sold by Ben. Sager to Christopher Brown. in the line of Whittle Browns land. thence with said line N. 37° W. 23½ poles to a stake, thence N. 72. E. 135½ poles to a stake, thence S. 73. E. 23½ poles to a stake, thence S. 73. W 135½ poles to the begining containing twenty acres more or less parcel of the land in said declaration described

20 A. Sager farm

3 And the said William Brown comes and confesses the lease entry and ouster in said declaration mentioned and confesses himself to be in possession of the following real Estate being part of survey No 5008 Begining at three sugars, thence N. 77. E 100 poles to a hickory and sugar tree, thence N. 12. W. 42 poles to 2 sugars and a stake. thence N. 63. E. 7½ poles to two sugars. thence S. 73. E. 43 poles to a stake.

thence S. 53 W. 135½ poles to a stake. thence N 37 W. 43 poles to the begining containing twenty acres more or less and being the same parcel sold by Christopher Brown to Polly M Brown by deed dated Sept 27. 1847 parcel of the land in said declaration mentioned

20 A Sager farm

4 And the said Stephen Schicler comes and confesses the ~~lease~~ lease Entry and ouster in said declaration mentioned and admits himself to be in possession of the following parcel of land being part of survey No. 5008. Beginning at a hickory and a sugar tree. thence S. 37. E. 113 poles to an elm hickory and sugar tree, thence S. 53 W 142 poles to two hickories and black ash on Ben Sagers line thence N. 37. W. 113 to said Sagers corner and two white ashes and red oak, thence N. 53. E 142 poles to the begining containing one hundred acres more or less parcel of the land in said declaration mentioned

5 And the said Aaron Brown comes and confesses the lease Entry and ouster in said declaration mentioned and admits himself to be in possession of the following parcel of land being part of survey No. 5008 begining at three iron woods South Westerly Corner to the Samuel Patch's heirs farm thence N. 37 W. 23½ poles to a stake. thence N. 72 E. 135½ poles to a stake thence S. 73 E. 23½ poles to a small beech. two ashes and a stake. thence South 73. W. 135½ poles to the begining containing twenty acres more or less being parcel of the land in said declaration mentioned

X

20 A Sager farm

6. And the said Catharine Brown and Jacob Brown her husband come and confess the lease. entry and ouster in the said declaration mentioned and admit themselves to be in possession of the following real estate to wit Being part of survey

196-

Jacob Brown Farm

No. 5008 described as follows to wit. begining at two sugar trees and red oak. Garret Harris Corner thence with said Harris' line. one hundred poles to said Harris' corner at a hickory. sugar tree and iron wood. thence N. 53. E. 66 poles to a red oak. white ash and beech. Emanuel Browns Corner. thence with said Browns line N 53. E. 54 poles to ~~Benjamin~~ in Sager corner red elm and dogwood. thence the same course with said line 24 poles to the Isaac Vanbuskirk corner. thence with his line 142 poles N 53. E to an elm. hickory. and sugar tree. thence S. 37. E. 162 poles to two hickories and sugar tree thence S. 53 W. 208 poles to the begining Containing one hundred and ninety six acres more or less parcel of the land in said declaration described

7

And the said George Schider comes and confesses the lease. entry and ouster in the said declaration mentioned and admits himself to be in possession of the following real estate being part of survey No. 5008 described as follows. begining at a beech and sugar tree in the north line of the said John S Schiders land. thence running S. 36° 50' E 111 poles to an elm. and ash in said Schiders line thence with said line S. 54 W. 70 poles to two hickories and ash all down and S. W. corner to John Schiders. thence N. 36° 50 W. 111 poles to two white ashes. and a red oak. ~~another~~ S. westerly corner of said Schiders land. thence with his line N. 54. E. 70 poles to the begining Containing forty Eight & a half acres more or less parcel of the land described in said ~~declaration~~

8

And the said Catharine M Brown comes and ~~defends~~ confesses the lease. entry and ouster in the said declaration mentioned and admits himself to be

John Doe & Ux

vs

James T. Ford

plea

Filed August
1st 1853
James Lynn Clk

3

Recorded

J. C. Doughty Atty
Deft

John Doe ex dem of Joseph Wordsw vs James G. Ford tenant } In Ejectment.

And the said James G. Ford comes and confesses the lease entry and Ouster in the said declaration mentioned and admits himself to be in possession of One hundred and thirty seven acres. Situated between little Miami and Scioto Rivers part of Military Survey No 5009. Originally for seven hundred and eighty five acres, and part of Survey No, 9003. containing eighty five acres. Patented to James Gallowa on the waters of Millcreek Bounded and described as follows. Beginning at 3 sugar trees. North westerly corner to William Parks Lot of 120, acres. S 81.50 West. 103. poles to 4 sugar trees. small hickory and cherry tree cherry down in the line of Elisabeth Rickmans Survey No 4067. Thence with the line S 12° 05 E. 102. poles to a stake in said line North westerly corner to a lot of 76 13/100 acres convey. this day by Gallowa. and wife to John W Pock. Thence with his line N 53 E 43 poles. to a stake Northerly corner to his said Lot. Thence with an other of his lines. S 37 E. 155 poles. to a stake Easterly corner to said lot. Thence N 53 E 88 poles to two sugar trees and hickory. Thence N 37 W. 200. poles. passing said William Parks and with his line to the beginning parcel of the premises in said declaration mentioned 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 upon the country and the said John Doe. doth the like.

By
R. Doughty his attorney

Bond for costs

Filed April 1 1854
James Thomas Clerk

No 54

cost bill made
Recd

Recorded

Whereas on the day of May AD 1853
John Doe on the demise of Joseph Woo
-dson Etals- Commenced an Action of
Ejectment In Union County Common
Pleas- against Richard Roe- to recover
possession of Sec No 5008 In the Virgin
-ia Military district North of the river
Ohio- and afterwards=to wit= on the
day of our Last term of Court said
Plaintiffs was ruled to give Security
for Costs in said Case- Therefore I do
acknowledge myself held and bound
for the payment of all costs that may
be adjudged against the plaintiffs in
said Case- both in the Court of Common
Pleas and ~~Supreme~~ Court as indorser for
Costs- According to the Statute in Such Ca
-se made and provided
April 1st 1854

B. F. Kelsey

Shenlers

3

Woods

Occupying Claimant

Law

Filed Dec

1st 1854

James Dunlap

5

Recorded

John Doe & Wm
Joseph Woodson & others

vs

George Schieler & Stephen Schieler

Pmin Common Pleas
Application for valuation of improvements under the occupying claimant law

To R. C. Clark Esq their Atty

You are hereby notified that on the 4th day of December 1854 the Sheriff, at my instance will proceed to execute the order for the valuation of improvements &c granted herein last term of said court

Curry & Robinson
Attys for Schieler

December 1st 1854

Service acknowledged Dec 1st 1854
R. C. Clark
Atty for Pltffs

Doe ex dem
Joseph Woolsey et al
vs
George Schiele et al

Occupant & Claimant
Lane

Filed Dec 1st 1854
James Linn clk

6

Recorded

George & Stephen Schicler

vs

Woodson heirs

In Common Pleas

proceedings under the occupying claimant Law

The said George Schicler & Stephen Schicler elect to take the value of the improvements by them made on the land recovered from them by the heirs of Hugh Woodson dec^d

By Curry & Robinson their Attys

Recorded

Doe ex dem
Woodson
v
Geo & Stephen Schuler

Mot to appoint inds
the occupying claimant
Cons

Filed Dec 6 1854
James Lynch Clk

The Pltffs. now come & ept to the action appointment and in part. for the reasons following

1st. The Defts have opened for Geo Shuler, on 40 acres when in fact, they should have given the value of improvements on 26 acres only

2nd. in the case of Stephen Shuler they have given credit for improvements on 40 acres when in fact, they should have credited for 28 acres only.

3rd. The proceedings of said inquest is therefore irregular and should be vacated and set aside.

April 11th 1855.

Charles D Martin
Atty for Pltffs

Considered filed at its date

I Rec this writ Nov 27th 1854

I Served this writ upon the following jurors Edmund D Smith, Dixon Mitchell, Amon Davis, Thomas Ballenger William Sigler, Phineas Bell, Jesse Porter, J L Swarts Thomas Cheney, and T. Marriott. = The within named Nellen Bales and J F Snediker are ~~not~~ found in the county = On the 4th day of December 1854 the said jurors first named, and who were served with writ, appeared upon the premises within described and thereupon I summoned Joseph Bain, and James Reas two judicious persons residents of said Mion County having the qualifications of electors, talesmen in the place of said Nellen Bales, and J F Snediker who remain absent from said county to serve on said jury they appearing at the time and place aforesaid and the parties to these proceedings being also present, and said jury so made up and empannelled and neither party having made any challenge of any jury, the jury so empannelled was duly sworn to make the assessments according to law, by John Barbour a justice of the peace of said County of Mion Ohio, and with the said jury I proceeded to and did then execute this writ, as will appear by certain schedules hereunto annexed and made a part of this return

Fees E D Smith	17 miles	& one day	1.85
J L Swarts	19 "	" —	1 95
H F Marriott	19 "	" —	1 95
A Davis	19 "	" —	1 95
Dixon Mitchell	11 "	" —	1 45
T Ballenger	22 "	" —	2.10
T Cheany	22 "	" —	2 10
P. Bell	12 "	" —	1 60
Jesse Porter	9 "	" —	1 45
Wm Sigler	19 "	" —	1.95
Joseph Bain	5 "	" —	1 25
James Reas	4 "	" —	1 20

Sheriffs fees

Summoning Jury	$4.00
attending Jury 1 day	1.00
Mileage	.20
return	.20
	$5.40

William H. Robb Sheriff

improvements made upon the lands and tenements aforesaid, by the said Stephen Shider & George Shider or by any person or persons under whom the said Stephen Shider & George Shider holds the same previous to the 18th day of May 1853, and also that in the like manner you cause to be made a just and true assessment of the damages if any which the said lands and tenements may have sustained by waste together with the net annual value of the rents and profits which the said Stephen Shider & George Shider may have received from the same from and after the 18th day of May 1853, deducting the amount of such rents and profits from the estimated value of the lasting and valuable improvements aforesaid; and also that in like manner you cause to be made a just and true assessment of the value of the said lands and tenements on the 19th day of October 1854 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 Turner Clerk of our said Court of Common Pleas at Marysville this 27th day of November AD 1854

James Turner Clerk

John Doe Ejdm
Jacob Roedson
vs
Stephen Shider
Et al

Writ of Valuation

The State of Ohio

To the Sheriff of Union County Greeting
Whereas on the 19th day of October A.D. 1854
John Doe Lessor of Joseph Woodson Etal
Recovered a Judgment against Stephen Shider
and George Shider 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 ~~five~~ Eighths of the following lands,
and tenements, to wit Being Part of Survey
No 5008. Begining at a Hickory and a Sugar
tree, thence S. 37 E 113 poles to an Elm hickory
and Sugar tree, thence S 53 W 142 poles to
two hickories and black ash on Ben Sasers
line, thence N 37 W 113 poles to said Sasers
corner and two white ashes and red oak
thence N 53 E 142 poles to the begining contain
=ing one hundred acres more or less, and
whereas also upon the rendition of said
Judgment our said Court of Common
Pleas on application for that purpose
granted to the said Stephen Shider & George
Shider, the benefits of the Statute for the relief
of occupying claimants; we therefore command
you that without delay by the oaths of
Edmund J Smith J. P. Snedeker William
Ligler Jesse Porter L L Swarts Amon Davis
Thomas Cheney Dixon Mitchell H. I. Marriott
Thomas Ballinger, Joseph Bailey Bales & Phineas
Bell, and upon actual view of the Premis
you cause to be made a just and true assess
=ment of the value of all lasting and valuable

We the jury duly empannelled under the within writ having first been duly sworn, upon actual view of the premises in the within writ described do make the assessment of the value of all lasting and valuable improvements made on said land by George Schider on the portion in his possession previous to the 18th day of May 1853

Which are as previous	$		$	cts	m
One dwelling house valued at	325.	5/8 valued at	203	12	5
One Barn " "	225		140	62	5
One corn crib & stable	50		31	25	0
One smoke house & cabin house	25		15	62	5
One Bake oven	8		5	00	0
One orchard containing fifty trees	250		156	25	0
Clearing & fencing forty acres of land	375		234	37	5
			786	25	0

And those made by Stephen Schider on the part thereof in his possession previous to said 18th day of May 1853 as follows

	$		$	cts	m
One dwelling house valued at	50	5/8 valued at	31	25	0
One Barn	150		93	75	0
Corn crib & smoke house	25		15	62	5
One well & Fixtures	50		31	25	0
One orchard containing 30 trees	150		93	75	0
Clearing & fencing 40 acres of land	500		312	50	0
			578	12	5

Making the whole amount of said lasting improvements upon said premises assessed by us, $786.25 to said George Schider and $578.12.5 to said Stephen Schider. and deducting therefrom the amounts charged to each of them for rent & profits as aforesaid leaves the sum of ~~$592.50~~ excess in favor of said George Schider & $484.37.5 in favor of said Stephen, Schider the Occupying Claimants and we do find that no damage has been done on said real Estate

Dec 4th 1854

John L. Scott (Seal)
Henry DeMarcott (Seal)
Phineas Bell (Seal)
E. D. Smith (Seal)
Thomas Ballinger (Seal)
Thomas Cheney (Seal)
Joseph Baird (Seal)
James Tees (Seal)
Amon Davis (Seal)
Dixon Litchell (Seal)
Jesse Porter (Seal)
William Sigler (Seal)

Attest
William H. Robb Sheriff

We the jury named in the within writ having been first duly sum: upon actual view of the premises within described do estimate the value of the said land on the 19th day of October 1834 at $500.00 exclusive of said improvements & damages under this writ by us estimated

Dec 4th 1834

Henry Schlarratt seal
Jesse Porter seal
Dixon Mitchell seal
William Light seal
E. D. Smith seal
Thomas Ballinger seal
Phineas Bell seal
Amos Davis seal
John L. Swartz seal
Thomas Cheney seal
Joseph Bonseal
James Teas seal

Attest
William G. Mott Sheriff

John Doe & Clem
Joseph Meadows
Tals ex
Ejectment

No 8

Filed May 26 1853
James Dunn Clk

Ejectment Summons

Received
by McCleerin
May 26 1853

Received this writ May 18th A D 1853 May 25th A D 1853 I did personally serve Garret Harris George Harris James G. Ford John P Brown Jacob Brown George Shider John P Shider Christopher Brown Emanuel Brown Wendle Brown tenants in possession of the premises in the within declaration mentioned or of part thereof with a true copy of the within declaration and notice and at the same time acquainted the above named persons with the true intend and meaning of said declaration and notice and of the service thereof May 25th A D 1853

Fees Milage	50
Fees	2,15
Copies	6 00
Return	20
	$8,85

William C Malin Sheriff
per Augustus Turner Deputy

Union County SS } Court of Common Pleas
June Term AD 1853

John Doe complains of Richard Roe, for that Joseph Woodson, Mary Coy Samuel Woodson, Anderson McDaniel and Elizabeth McDaniel (wife of said Anderson McDaniel) Thomas Woodson and Sarah Woodson (wife of said Thomas Woodson) Martha J. Woodson Ellen Woodson Madison Woodson Hughes Woodson Wm Woodson Alexander J. Woodson William McConnell A and Nancy McConnell (wife of said Wm McConnell), Virginia Jane Thomas Elizabeth Letty & Tho Letter Dunton Kelly and Lucy Ann Kelly (wife of said Dunton Kelly) On the first of Oct AD 1852 at the County of Union Ohio demised to the said John Doe the following lands and tenements to wit Lot No 5008 Beginning at a red Oak, Ash and Black walnut Easterly corner to Richard C Anderson Lot No 48 — 28 Running with his line and corner thereof N 37 W 400 poles crossing a branch at one Hundred and fourteen poles to two sycamores thence N 53 E 314 poles crossing a small branch of Millcreek to two hickorys thence S 37 E 400 poles to two hickorys and a sycamore Thence S 53 W 314 poles crossing a branch to the beginning Containing six hundred and fifteen acres of land more or less Also 40 messages 40 cabins 40 cabins 40 Barns 40 stables 40 orchards 40 Out houses 40 yards 40 gardens six hundred and fifteen acres of arable land six hundred and fifteen acres of Meadow land six hundred & fifteen acres of wood land six hundred and fifteen acres of land covered with water and six hundred and fifteen acres of other land with the appurtenances

situate in the County of Union to have to hold the
same to the said John Doe from the first of Oct
in the year aforesaid for and during the term of
seven years thence next ensuing By virtue
of which demise the said John Doe entered into
the said tenements with the appurtenances and
was possessed thereof for the term aforesaid And
the said John Doe being so thereof possessed the
said Richard afterwards to wit on the first day
of February A D 1853 with force and arms entered
into the said tenements with the appurtenances
and Ejected the said John Doe therefrom and
other wrongs to the said John Doe then and there
did To his damage of One thousand dollars
therefore he sues &c

Yours
W C Clark
Plff's Atty

Mr Wendle Brown
Sir I am informed that you are in possession or claim title to the premises in this declaration mentioned or to some part thereof And I being sued in this action as a casual Ejector and having no title to the said premises do advise you to appear at the next 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
Yours A D 1853 Richard Roe

No. 1

No 1

Filed Dec 9 54
James Lunn clk

Filed Dec 9 1854
James Lunn clk

John Doe Ex dem
Joseph Woodson et al
vs
Garret Harris et als

Ejectment

Issue Ex. for costs in this case

Curry & Robinson
Attys for Defts

To the Clerk of
Mercer Com Pleas
Dec 9th 1854

Recorded

The state of Ohio Union County ss

Be it remembered that on the 4th day of December 1854 before me the subscriber a justice of the peace of said county personally appeared the jury ~~within~~ below named and before proceeding to view and make the assessment &c therein certified were sworn duly by me to make a true & 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 and seal this 4th day of December 1854 John P Darbow J.P. (Seal)

We the jury named in the within writ having been first duly sworn upon a true view of the premises in the within writ described do estimate the annual value of the rents and profits which the said Stephen Schider may have received for his part of said land since the 18th day of May 1853 at $46.87 1/2 and the rents & profits which the said George Schider may have received for the same time at $46.87 1/2 which to this date amounts to the former $93.75 and to the latter $93.75

Dec 4th 1854

J. L. Swartz (Seal)
Henry D Marrott (Seal)
Jesse Porter (Seal)
Amon Davis (Seal)
William Sigler (Seal)
Thomas Billings (Seal)
Phineas Bell (Seal)
Thomas Cheney (Seal)
E. D. Smith (Seal)
Dixon Mitchell (Seal)
James Geas (Seal)
Joseph Bain (Seal)

D A 523

John Doe & Jane
Joseph Woodson
& al
vs
Garrett Harris
& al

Costs — $52.30
This writ 63

Paid on the writ
fifteen dollars

Curry & Robinson

Received this writ December 10th A.D. 1854
January 31st A.D. 1855 — Received on the within writ the sum
~~[illegible]~~ dollars 54 cents, By order of Plaintiff's attorney this writ
~~[illegible]~~ Returned without further proceedings.
~~$30.63~~
Fees Pounds 60
Returned
Feb 1855 my fees William H. Ball Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of Said County Greeting:

WHEREAS in a certain action in Ejectment lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein John Sol Edwin Joseph Woodson Et al was Plaintiff and Garrett Harris Et al was Defendant the costs of said case were taxed at Fifty Two Dollars and fifty cents cents for which Judgment was rendered against the said Joseph Woodson Et al on the 18 day of October A. D. 1854 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 Joseph Woodson Et al 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.~~

and of this writ make due return in sixty days

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 9 day of December A. D. 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0031

No. 53-CV-31

Union Common Pleas Court.

John S Fuller
Plaintiff,

AGAINST

Patten & Keting,
Defendant.

JUN TERM. 1853

Defendt - Release

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257

Record No. No Record Page

Ex. Doc. A Page 372

Law 16

John S Hulton
vs
Patton & Keating

cost bill made

No Record

and the said Keating, are about, to remove their persons out of the County of Union, with the intent thereby to defraud their creditors, and this deponent further says, that the said Patton & Keating have converted their property, into money, for the purpose, of placing it beyond the reach of the creditors of said firm, as deponent verily believes, and the grounds of that belief, are, that defendants have sold some of their horses and other property, being all or about all, defendants property subject to execution, and now refuse to honestly settle and pay deponent and as an additional reason, this deponent is also informed and believes, that said firm is largely indebted, and that they refuse and neglect to settle and pay. And further saith not.

John S. Patton

Sworn to and subscribed before me this 30th day of May AD 1853

James Turner Clerk

John S. Patton
vs
Patton & Keating

Affidavit & Affidavit

Filed May 30 1853
James Turner Clerk

Wm L. Porter
for Pltff

John S. Fulton }
vs }
John Patten & Francis Keating } In Assumpt — Damages three hundred dollars
Partners under the name of Patten & Keating }

Bone a Capias ad Respondendum returnable next term. Indorse suit brot. on a Book account for Boarding and lodging Rail Road laborers for defendants at their request; also on due Bill given by defendants to plaintiff for six dollars, which is without date, but was made May 26. 1853. Also for goods sold and delivered, work and labor done and performed, and medicals furnished, and on an account stated;
Hold to Bail in four hundred dollars;
Clerk Com Pleas.
May 30th 1853

Cole & Porter
plaintiffs Attys

The above named John S. Fulton makes oath and says, that the above named firm of Patten & Keating is truly & justly indebted to this deponent, in the sum of two hundred and thirty dollars, on account, for Boarding, and lodging Rail Road laborers, for defendants at their request, and in six dollars on due bill, without date, but which was made May 26, 1853, making two hundred and thirty six dollars, over and above all payments, set offs, and counter claims. And this deponent further says that he verily believes that the said Patten and

John J. Patton
vs
Patton & Keating

Bond for Appearance

Filed June 23 1853
James Lucas Clerk

Know all Men by these presents that we John Patton Francis Keating James Kinkade Jr and Philip Snider — are held and firmly bound unto William C Malin Sheriff of the County of Union and State of Ohio: in the sum of four 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 1st day of June AD 1853

The condition of the above obligation is such: that if the above bound John Patton and Francis Keating: do Appear before the Court of Common Pleas of the County of Union and State of Ohio at the Court House in said County on the first day of their next term or on the succeeding day to answer to John L Fulton in a plea of Assumpsit Damages Three Hundred Dollars Amount sworn to two Hundred and thirty six dollars: then this obligation to be void otherwise in full force and virtue in Law

John Patton (Seal)
Francis Keating (Seal)
J Kinkade Jr (Seal)
P. Snider (Seal)

John S Hutton
vs
Patton & Keating

Amount Sworn
to $236.00
Hold to Bail
in $400.00

Clerk fees 82

Filed June 23 1853
James Lum clerk

Suit brought on a book account for Boarding and lodging Rail Road laborers for defendants at their request; also on due bill given by defendants to plaintiff for six dollars. which is without date but was made May 26 1853. also for goods sold and delivd work ~~done~~ and labor done and performed and materials furnished and an account stated. Hold to Bail in four hundred dollars

Cole & Porter
plffs Attorny

Received this writ May 30th 1853
I have taken the Bodys of the within
Named John Patton and Francis
Keating and the Names of there Bail
is Phillip Snider and James Kinkead Jr
I Here With Return the Bail Bond

Fees Milage	25
Serv	55
Bond	50
Retn	10
	1.40

June 24th 1853

William C Mabie Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command that you take John
Patton and Frances Keating if they
may be found in your bailiwick and
them safely keep so that you have their
bodeys before our Court of Common
Pleas of the County aforesaid at the
Court House in said County on the
first day of their next Term to Answer
unto John S Fulton in a Plea of assump
-sit Damages three hundred dollars
and have you then there this writ

Witness James Lowmer Clerk
of our said Court of Common
Pleas at Marysville this 30th
day of May A.D 1853

James Lowmer Clerk

Case 16
Mun Com Pleas

John B Fulton
vs
Nar

Patten & Keating

Filed Aug 3 1852
James Lunelk

Cole & Porter

State of Ohio } Court of Common Pleas
Union County } June Term AD 1853

John P. Fulton complains of John Patten and Francis Keating partners in business under the name and firm of Patten & Keating in a plea of Assumpsit for that whereas, the defendants on the twenty ninth day of May AD 1853 at the County of Union aforesaid, were indebted to the plaintiff in two hundred and thirty dollars, for the use and occupation of certain rooms, apartments and furniture of the plaintiff, before that time used and enjoyed by the defendants and other persons at their (the defendants) request, and by the permission of the plaintiff, and for meat drink, attendance and other necessary's and goods by the plaintiff then and there found and provided for the defendants, and other persons, at their (the defendants) request, and whereas also, the defendants on the day and year aforesaid at the County aforesaid, were indebted to the plaintiff in two hundred and thirty dollars, for the use and occupation of certain other rooms, apartments, and furniture of the plaintiff, before that time used and enjoyed by certain Rail Road laborers, at defendants request and by the permission of the plaintiff, and for meat, drink, attendance and other necessaries, and goods by the plaintiff, then and there found and provided for said Rail Road laborers, at defendants request, and also for that whereas, the defendants, on the twenty sixth day of May AD 1853 at the County of Union aforesaid, made their certain due bill in writing, (without date), and delivered the same

to the plaintiff and thereby then and there promised to pay to the plaintiff six dollars, at the time of making said due bill, which period has now elapsed, and the defendants then and there in consideration of the premises, promised to pay the amount of said due Bill, according to the tenor and effect thereof, and also for that whereas the defendants on the twenty ninth day of May AD 1858 aforesaid at the County of Union aforesaid were indebted to the plaintiff in four hundred dollars for goods sold and delivered by the plaintiff to the defendants at their request, and in four hundred dollars for work, labor done and performed, and materials for the same provided by the plaintiff for the defendants and other persons at their request and in four hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them; And the defendants afterwards on the day and year last aforesaid at the County aforesaid, in conideration of the premises respectively promised ~~to pay~~ the plaintiff to pay him the several sums of money herein above mentioned on request. Yet the defendants have disregarded their promises, and have not, nor hath either of them paid any of the said moneys or either of them or any part thereof to the damage of the plaintiff four hundred dollars, therefore he sues &c

Cole & Porter
his Attys

Union Com. Pleas

Patton & Keating

vs

John S. Fulton

Plea

Filed November 16. 1853

James Turner Clerk

Coats & Robinson

Attys

Patton & Keating
vs
John S Fulton

} Union Common Pleas

And the said Patton & Keating come and defend &c and say that they did not assume and promise in manner and form, as the said John S Fulton hath declared against them, and of this they put themselves upon the country and the Plaintiff doth the like &c.

Coats & Robinson
Atty's for Defts

Union Com. Pleas

John Patton et al

vs

John S Fulton

Exceptions

Filed June 22 1853

James Linn Clerk

John Patton &
Francis Keating
adds
John S Fulton

Capias ad Respondendum

The defendants in this cause take the following Exceptions to the proceedings of the Plaintiff in the same

1st The parties are not sufficiently described in the affidavit to hold to bail, by their Christian, and Sir names, but by their Sir-names only, nor are they there described as being partners, and doing business under the name of Patton & Keating, or under any name whatever, Nor is it alledged in said affidavit, that the defendants contracted with the plaintiff any debt, demand or account under the name, or in the capacity of partners, nor does it appear that they jointly contracted any debt or demand, on which these proceedings are had either jointly or as partners.

2nd The praecipe for the issuing of the capias is not directed to the Clerk of the Court of any County within the State of Ohio,

3d The affidavit to hold to bail is not entitled in, or of any Court, whatever.

4th The amount of indebtedness sworn to is not sufficiently certain, as to the real amount claimed to be justly due; being described as Two hundred and thirty Dollars on account for boarding and lodging Rail-road laborers, and also on a due bill, described as without date, for Six Dollars claimed to have been made May 26th 1853

which said due bill is not described as having been executed by defendants to the Plaintiff, either as partners or jointly, or that it was made by them in any capacity, Nor that the same is due or unpaid. Nor is the boarding and lodging of Rail=road labourers, alledged, to have been done or performed by the plaintiff

5th " Deponent swears to his belief merely as to the existence of the several causes or particulars, on which he relies, to warrant the issuing of the capias, ad respondendum.

6th " The causes set forth by affiant as the grounds or foundation, that warranted his belief are wholly insufficient, and do not show a reasonable cause, to warrant the entertaining of such belief.

7th " Affiant does not state with certainty that defendants, have disposed of their property; but to his belief merely and, does not claim that they have disposed of all, but that they have disposed of some, being all or about all as he claims that is liable to execution &c. That said defendants refuse to honestly settle and pay deponent, with the additional reason, &c for his belief, that he is informed and believes that they are largely indebted, and refuse and neglect to pay &c are mere allegations or ~~suspicions~~ charges, that are vague uncertain, frivolous, and unsupported by reasons for making the same.

8th " Affiant gives no grounds for the support of his belief that defendants are about to remove their persons out of the county &c; but rests it on his belief alone.

9th " No good and sufficient cause is set forth by affiant to warrant the issuing of a Capias &c.

10th " The proceedings are otherwise uncertain, informal and insufficient.

J B Evatt & J W Robinson Attys
for Defendants

D. A. 372

Patton & Keating
vs
John S Hulton

Costs $3.97
Ins cost 73

Filed February 3d 1854
James Lynn Clerk

The State of Ohio, Union County, ss.

To the Sheriff of Same 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 S Fulton was Plaintiff and Patton & Keating was Defendant, the costs of said case were taxed at Three Dollars and ninety seven cents for which Judgment was rendered against the said John S Fulton on the 21 day of November 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 S Fulton in your bailiwick, you cause to be made, the costs aforesaid and interest thereon until paid, and also the further sum of $ 0 73 increase costs and the costs that may accrue, and if you shall levy and make said costs and interest do you have the same before our Court of Common Pleas within and for said County of Union on the first day of the next Term of said Court, to render unto the persons entitled to the same, and have you then there this writ.

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 6 day of January A. D. 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0032

No. 53-CV-32

Union Common Pleas Court.

Newsloro & Co

Plaintiff,

AGAINST

Wm Suddeth

Defendant.

JUN TERM. 1853

Settled

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Record No. Page

Ex. Doc. A Page

No Record

8
16
12
6
30
47
1,19

J.P. J R Smith $1,79¼
85
Capt Joseph R Cole 50
Witness David Davis 50
Nicholas Ozenbaugh 50
Mr D W Mitchell 50
Samuel Hower 4,64¼
1 19
5,83¼

Rec'd of clerk June 8. 1853
$4,64¼ in full of the costs
before me as Justice of the peace
James R Smith J.P.

Law 387

Wm Olcott & Co

v

Jno Suddeth

Little cost paid

no [illegible]

Winslow & Co.
vs
William Luddeth

On appeal from J R Smith J.P. to Com Com Pleas.

The above case is settled, - Deft. pays Cost, - Cost paid, papers withdrawn and no record to be made —

Winslow & Co
By M G Allen Agt

vs Luddeth

Civil/Domestic Case File

Case No. 1853-CV-0033

No. 53-CV-33

Union Common Pleas Court.

Silas Merchant
Plaintiff,

AGAINST

Wm C Malen
Defendant.

NOV TERM. 1853

Settled

Journal 3 Page 266

Record No. No Record. Page

Ex. Doc. A Page 388

Case 30

Giles Merchant
vs
William C. Malin

cost bill made
no Record

Silas Merchant

v

William C Malin

Precipe for writ of replevin

Filed June 1st 1853

James Lunn Clerk

Robinson

Silas Merchant — Union Com pleas
vs — In Replevin
William C Malin — Damages $500.00

Issue a writ of Replevin to the Coroner for the following goods and Chattels to wit 25. Buckeye state Cook stoves. 11. Buckeye Queen stoves 1 Empire state Cook stove, 3 premium cook stoves. 11 Patt-every cook stove. 2 Nairbys air tight stoves 1 Cottage stove. 6 parlor stoves. 1 Clinton air tight stove with the furniture and trimmings thereto belonging

James W Robinson
Plffs Atty

To the Clerk of Union Common Pleas
June 1st AD 1853

James W Robinson of Union County Ohio makes oath and says that he is Attorney of the said Silas Merchant in this behalf and that, as he is informed and verily believes the said Silas Merchant has good right to the possession of the goods and chattels described in the above precipe; that the same are wrongfully detained by the said William C Malin; that the said goods and chattels were not taken in execution on any judgement against the said Silas Merchant, nor for the payment of any tax, fine, or amercement assessed against him, nor by virtue of any writ of replevin, or any other mesne, or final process, whatsoever issued against the said Silas Merchant

James W Robinson

Sworn to and subscribed before me this 1st day of June 1853
James Irvine Clerk

By virtue of this writ June 2d 1853 I replevied the ~~within~~ following goods and chattels to wit, 22 Buckeye state cook stoves, 10 Buckeye Queen cook stoves 2 premium cook stoves, 1 Hathaway cook stoves 4 parlor stoves, 2 Fairbys airtight stoves, 1 cottage stove, one Clinton airtight stove, in the within writ named, the residue thereof not found I caused the value of the same to be ascertained by the oath of William M Robinson and Abel Marks, two disinterested persons and after being duly sworn by me to truly assess the the value thereof, as per schedule herewith returned, and delivered said property to the plaintiff he having given bond with Charles Rathbun and John W Cherry his two sureties, two responsible freeholders per bond herewith returned; I also summoned the said William C Allaire to appear at the return term of this writ, in pursuance of the command thereof

Fees, service 35 cts
taking Bond 50
mileage 5
90 cts
Appraisers 100
$1,90

B. F. Kelsey
Coroner of Muron County

Jan 30
Silas Merchant
vs
William C Malin
Replevin

Filed June 4 1853
James Dunn Clerk

M Robinson
Atty for Dft

The State of Ohio.
Union County ss.

To the Coroner of said County
Greeting— We command you that
without delay you cause to be replevied
unto Silas Merchant the goods and
Chattles following to wit, 25 Buckeye State
Cook Stoves. 11 Buckeye Queen Stoves
1 empire State Cook Stove. 3 premium
Cook Stoves 1 Hathaway Cook Stove. 2
Nairbys air tight Stoves 1 Cottage Stove
6 Parlor Stoves & 1 Clinton air tight
Stove, with the furniture and trimings
thereto belonging, which William C Malin
wrongfully detains from the said Silas
Merchant, as is said; and also that you
summon the said William C Malin to appear
at the next term of our court of Common
Pleas to be held within and for the said County
of Union to answer unto the said Silas
Merchant, for the unlawful detention of
the goods and Chattles aforesaid, Damages
Eight hundred dollars and have you then
there this writ,

Witness James Downer Clerk of
our said Court at Marysville
this 1st day of June A.D. 1853
James Downer Clerk

Silas Merchant

vs

William C. Malin

Bond to Wm C. Malin

Filed June 4 - 1853

James Lupus Clerk

Know all men by these presents that we Silas Merchant by my Attorney James W Robinson
Charles Rathbun, and John W Cherry
are held and firmly bound to William C Malin in the penal sum of fifteen hundred and fifty five dollars for the payment of which we jointly and severally bind ourselves, sealed with our seals this 2d day of June 1853

The condition of the above obligation is such that whereas the said Silas Merchant on the 1st day of June AD 1853 sued out of the Court of Comm on Pleas of Union County, a writ of Replevin against William C Malin for the following goods and chattels to wit 25 Buckeye State cook stoves, 11, Buckeye Queen cook stoves 1 Empire State cook stove, 3 premium cook stove 1 Hathaway cook stove, 2 Nairbys air tight stoves 1 Cottage stove, 6 parlor stoves & 1 Clinton air tight stoves, with the furniture and trimmings thereto belonging, all appraised at seven hundred and seventy seven dollars and fifty cents
and which said writ is returnable at the next Term of said Court

Now if the said Silas Merchant shall appear at the said next Term of said Court and prosecute his said suit to effect and pay all costs and damages which shall be awarded against him, then this obligation shall be void otherwise remain in full force

Silas Merchant (Seal)
by James W Robinson his Atty (Seal)
J. M. Cherry (Seal)
C Rathbun (Seal)

Silas Merchant

vs

Wm C Malin

Appraisment

Filed June 4 1853

James Lee Clerk

Silas Merchant

vs } Replevin. Union Common Pleas

William C Malin

We the undersigned, disinterested in the premises, being first duly sworn, do assess the true value of the following property seized by the Coroner of Union County upon a writ of Replevin in the above case as follows to wit

22	25	Buckeye state cook stoves appraised at	$419.00
10	11	Buckeye Queen cook stoves "	" 200.00
+	1	Empire " " "	" " "
2	3	premium " " "	" 23
1	1	Hathaway " " "	" 25
2	2	Fairbys air tight stoves "	" 17
1	1	Cottage stove "	" 7
4	6	parlor " "	" 25
1	1	Clinton air tight stove "	" 20
		The furniture and trimmings belonging to said stoves appraised at	" 41.50
			$777.50

June 2 1853

Signed

Wm M Robinson } Appraisors

Attest Abel Marks

B. F. Kelsey . Coroner of Union County

Civil/Domestic Case File

Case No. 1853-CV-0034

No. 53-CV-34

Union Common Pleas Court

Nathaniel Massie
Plaintiff,

against

Beriah Miller
Defendant.

NOV Term. 1853

Decree for Plaintiff

Journal 5 Page 283

Record No. 7 Page 124

Ex. Doc. Page

Law 17

John Doe & Dem
Nathaniel Massie
vs
Richard Roe
Benah Miller & al

Received

Term 17

Union Common Pleas.

John Doe Ex dem
Nathaniel Massie
vs
Richard Roe

Beniah W Miller
tenant in possession

Declaration

Filed June 8 1853
James Linn Clerk

Linn & Andrews

State of Ohio } Court of Common Pleas
Union County ss } March or Spring Term AD 1853.

John Doe complains of Richard Roe for that Nathaniel Massie on the 10th day of May AD 1853. at Union county aforesaid had demised to the said John the following lands and tenements to wit: The whole of survey No 10938. made in the name of Richard Davis for two hundred acres, described as follows: Beginning at a stake in the Greenville treaty line southwest corner to John Lipscomb's survey No 10938 — thence with said line S78W 155 poles to a stake, thence N12W 206 poles to a stake in the line of Latham & Roberts' Entry No 10880, thence N78E 155 poles to a stake corner to Lipscombs said survey. thence S12E 206 poles to the beginning — and also ten messuages. ten cabins. ten barns. ten stables. ten orchards. ten outhouses. ten yards. ten gardens. — 500 acres of arable land. 500 acres of meadow land. 500 acres of pasture land. 500 acres of wood. land. 500 acres of land covered with water. and 500 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 10th day of May in the year aforesaid, for and during the term of twenty one years thence next ensuing: By virtue of which said demise. the said John entered into the said several tenements above mentioned with the appurtenances and was thereof possessed for the term aforesaid, and the said John being so thereof possessed. the said Richard afterwards to wit on the 11th day of May AD 1853. 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 three hundred Dollars —

Nathaniel Massie

And therefore he sues &c

Mr Beriah W. Miller

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 27th day of May AD. 1853.

Richard Roe

John Doe Ex dem Nathaniel Massie

vs.

Richard Roe

Daniel Gregg of Rush county makes oath and says. that he on May 28th AD 1853. did personally serve Beriah W. Miller tenant claiming the right to the possession of the premises in the within declaration mentioned or of part thereof. with a true copy of the within declaration and notice and at the same time acquainted the said Beriah W Miller. with the intent and meaning of the said declaration and notice and of the service thereof

Daniel Gregg

Sworn to and subscribed before me this 31st day of May AD. 1853.

As Witness my hand and seal of office

W B Baldwin

Notary Public

Doe Ex. Dem
Nathaniel Massie
vs
Benjs. B. Miller

Consent rule

Filed August
25 - 1853
James Lum Clerk

John Doe Ex Dem
Nathaniel Massie
v.
Beriah W Miller

And the said Beriah W Miller comes and confesses the lease, Entry and ouster in said declaration mentioned and admits himself to be in possession of the whole of survey No. 10938 in the name of Richard Davis. of two hundred acres, parcel of the premises in said declaration mentioned and for plea says he is not guilty of the tresspass and ejectment in said the said declaration alleged against him and of this he puts himself upon the country and the said John Doe doth the like

By James W Robinson
his Attorney

Civil/Domestic Case File

Case No. 1853-CV-0035

No. 53-CV-35

Union Common Pleas Court.

Nathaniel Mason
Plaintiff,

AGAINST

Jesse Bowenstal
Defendant.

NOV TERM. 1853

JUDGMENT VS DEFENDANT
Settled

Journal 5 Page 264
Record No. 6 Page 613
Ex. Doc. A Page 268

242.1266

Law 18

John Doe & Dem

Nathaniel Massie

vs

Jesse Bowen Et al

Ct Bill

Motion

Record

Case 18

John Sloe endorsee
Nathl Mather
v
Richd Roe
Jesse Bowen Pl
Francis Baldwin
Trustee

Gnt

Filed June 8 1853
James Dunn Clerk

No 1

Wm V Andros

State of Ohio } Court of Common Pleas
Union County ss } Spring or March Term AD 1853.

John Doe complaining of Richard Roe for that Nathaniel Maxie on the 10th day of May AD 1853. at Union county aforesaid had demised to the said John the following lands and tenements to wit: The whole of survey No 7863 made in the name of John Woodside for 100 acres described as follows: Beginning at a Hickory ash & Hornbeam Northwest corner to Joshua Gist's survey No 10704 & 10705. and Southeast corner to James Taylor & others survey No 9943. thence with their line S78W 100 poles to a stake. thence S12E 160 poles to a stake, thence N78E 100 poles to a stake in the line of said Gist's survey thence N12W 160 poles to the beginning and also ten messuages. ten cabins. ten barns, ten stables, ten orchards. ten outhouses, ten yards. ten gardens. 200 acres of arable land, 200 acres of meadow land, 200 acres of pasture land. 200 acres of wood land. 200 acres of land covered with water and 200 acres of other land with the appurtenances situate in said county of Union & State of Ohio. To have and to hold the same to the said John from the 10th day of May in the year aforesaid for and during the term of twenty one years. thence next ensuing: By virtue of which said demise the said John entered into the said several tenements above mentioned with the appurtenances and was thereof possessed for the term aforesaid, and the said John being so thereof possessed the said Richard afterwards to wit on the 11th day of May ~~in the year~~ AD 1853. 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 three hundred Dollars. And therefore he sues &c

Nathaniel Maxie

Mr. Jesse Bowen.

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 & 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 27th day of May 1853. Richard Roe

Mr Francis Baldwin

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 & 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 27th day of May 1853. Richard Roe.

John Doe Ex dem Nathaniel Massie

vs.

Richard Roe.

Daniel Gregg of Rock county makes oath and says that he on May 28. AD 1853. did personally serve Jesse Bowen tenant in possession of the premises in the within declaration mentioned or of part thereof with a true copy of the within declaration and notice first mentioned in said and at the same time acquainted the said Jesse Bowen with the intent and meaning of the said declaration and notice and of the service thereof and also that he said Gregg on the same day did serve Francis Baldwin tenant in possession of part thereof with a true copy of the within declaration and notice second mentioned in said addressing & directing the same to him by leaving the same at his residence. (he being absent from home) with a woman supposed to be his housekeeper and explaining to her the intent & meaning thereof

Daniel Gregg

Sworn to & Subscribed before me this 31st day of May AD 1853.

As witness my hand & seal of office

A M Baldwin

Notary Public

John Doe & Dem

Nat Massie

v

Jesse Bowen

Francis Baldwin

Wm Chaney

Consent rule

Filed August 25th 1853

James Lynn Clerk

No 2

John Doe Ex Dem
Nathaniel Massie

vs

Jesse Bowen, William Chaney
and Francis Baldwin } And the said Jesse Bowen
William Chaney and Francis Baldwin come
and confess the lease entry and ouster in the said
declaration mentioned and admit themselves to be
in possession of Survey No. 7863 in the name of John
Woodside, of One hundred acres parcel of the premises
in the said declaration mentioned and for plea say
that they are not guilty of the trespass and ejectment in the
said declaration alleged against them, and of this they
put themselves on the country and the said John Doe
doth the like

By J. W. Robinson
Their Atty

Civil/Domestic Case File

Case No. 1853-CV-0036

No. 53-CV-36

Union Common Pleas Court.

Robt Good
Plaintiff,

AGAINST

Jacob Yeutsen
Defendant.

JUN TERM. 1856

DECREE FOR PLAINTF

Journal 5-6 Page 316 66,

Record No. Page

Ex. Doc. B Page 192

Lane ~~D~~ ~~T~~ ~~S~~

John Doe Ejectment

Robert Good

vs

Jacob Hudson

Settled & costs paid

Robb

1888

Recommended

William H. Robb Mayor

1040

2 40

1 45

18

10

13

Linen 3 13

Makin $2.98

Mt [illegible] 1.25

~~M Rhodall~~ 1.20

Jacob
Wm. Wm. Blue

John Doe Exclusive
Robert Goode
" " " against
" " " Roe
Richard Roe
Jacob Hudson

Nihil

Filed June 17 1853
James Lewis Clerk

Colo Porter

Received this writ May 5th AD 1853
I did personally serve Jacob Hudson on the 31st May AD 1853 tenant in possession of the ~~within~~ premises in the within declaration mentioned or of part thereof within a true copy of the within declaration and notice and at the same time acquainted the said Jacob Hudson with the intent and meaning of the said declaration and notice and of the service thereof

Fees	Milage	75
	Service	35
	Copy	60
	Return	10
		1,80

William C Malin Sheriff
per Augustus Turner Deputy

State of Ohio } Court of Common pleas
Union County ss } of the term of March AD 1853

John Doe complains of Richard Roe for that Robert Goode on the first day of December AD 1850 at the county of Union aforesaid, had demised to the said John the following lands and tenements to wit, part of survey No 6595 in the county of Union and State of Ohio. being the land devised to Franklin Goode deceased by will from his father Reuben Goode deceased, and known in said will as lot No (5) for Seventeen and three fourths acres according to Beards survey, and being the same that was conveyed to said Robert Goode, from the heirs of said Franklin Goode deceased, by deed bearing date November the 13th 1850, 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 of land covered with water, and one hundred acres of other lands with the appurtenances, situate in the said county of Union, To have and to hold the same to the said John from the first day of December, in the year aforesaid, for and during the term of ten years, thence next ensuing, by virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof for the term aforesaid, and the said John being so thereof possessed, the said Richard afterwards to wit on the 2d day of December AD 1850, at the County

of Union aforesaid, with force and arms entered into the said tenements with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did, to his damage ten dollars, and therefore he sues &c

By Coles Porter
his Attys

Mr. Jacob Hudson

Sir I am informed that you are in possession and 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 rendered against me by default, and you will be turned out of possession

May 3d AD 1853

Richard Roe

Jacob Hudson
vs
Nat. Massie

plea

Filed Nov 22 1853
James Lumelock

John Doe Ejectment
Nathaniel Massie

vs

Richard Roe
Jesse H Sand
Arch. S Irwin
James Biggs
Robt Gamble

} Eject

Jacob H Nelson

And the said ~~Jesse H Sand Arch. S Irwin. James Biggs. Robt Gamble~~ come and confess the lease. Entry and ouster in the said declaration mentioned admit ~~themselves~~ himself to be in possession of the following lands. situate in said County of Mercer in Ohio being part of survey No. 6595 beginning about 9½ poles from a stake North West corner of Henry Hudsons land, thence S. 9. E 66 poles to a stake thence S. 81. W. 26 poles to a stake in the line of Wm Butchers lot of 2 acres, thence with his line N. 9. W. 26 poles to his N. E. corner. then with another of his lines S. 81. W 8 poles to his N. W. corner. thence N. 9. W 40 poles to a stake, corner to Chambers land thence with his line N. 81. E. 34 poles to the begining, parcel of the premises in said declaration mentioned ..... he is

And for plea says that ~~they are not~~ guilty of the trespass and ejectment in the said declaration alleged against them and of this ~~they~~ he puts ~~themselves~~ himself upon their country

Robinson & Coats
Attys for deft

Doc Folsom
Robt Foote
vs
Jacob Hudson

Filed April 10 1884
Lewis Swinehart

Lines this cont by Reading to Wm Chandler
April 10th 1884

Fees Mileage 5
Fees 12
Return 5
22

William C Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon ~~a Nigger about Lewon by the name of~~ Mr. Chambers

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 first 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 Doe & Sen Robert Good is Plaintiff, and Jacob Hudson is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

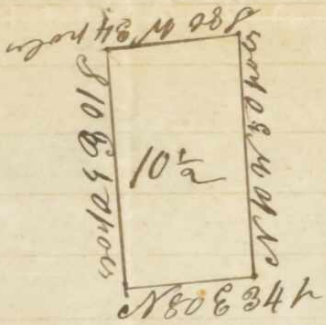
Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 10th day of April A. D. 1854

James Turner Clerk.

750
10½
7500
3750
11250

7500
375
7875
750
28,75

ble dies that day hoe tenny



Lot of Land land Surveyed for Thomas Goode
Beginning at a Stone Corner to Robert Goode
lot and South west Corner of Charlotte Chambers
in the line of Wm Good there S 10 E 50 poles
to a Stone Corner to Abram Dapp thence with
said line N80 E 34 poles to a Stone in the line
of Hudson thence with said line N 10 W 50 poles
to a Stone Corner to Charlott Chambers lot
thence with said line S80 W 34 to the
Beginning Containing in 10 Acres or 80 poles

When we raise our eyes to behold the grand scenes which presents

0641
56
08

April 19 1853

Sir I recev your letter you said you want me to send you the papers I will send all I can find the land laise ~~east~~ west of Henry hutson the joing lot no. 4 that is the part of land that I sole Abram Depp which I want you to Redam that is the Rite paiR that you spoke of I want you to settel it the Best you can and as some as you can

yours Robert Goode

Columbus

Ohio

W. H. STANAGE,
AGENT,
CINCINNATI.

April 13. 1854

1
2 Journal 5. p. 316
3
4
5
6
7

Bond for costs

Whereas in the Suit of John Doe Ex dem Robert Good against Jacob Hudson in the Court of Common Pleas of Union County Ohio the said Robert Good at the December term of said Court AD 1848 was ruled to enter security for costs immediately upon commencement. Therefore I W. M. Woods do hereby acknowledge myself bail for costs for said Robert Good, in the penal sum of One hundred Dollars, to be levied of my goods and chattels, land, tenements in case the said Robert Good should fail to pay all legal costs that may be adjudged against him in said suit. Witness my hand & seal this 22d day of November 1848

Approved by me

W. M. Woods

Civil/Domestic Case File

Case No. 1853-CV-0037

No. 53-CU-37

Union Common Pleas Court

John Cramer Plaintiff,

against

John Milegan Defendant.

NOV TERM. 1853

Judg. Vs. Defendant

Journal 5 Page 250

Record No. 7 Page 126

Ex. Doc. Page

Lane 31

Michael Cramer
adm'r de bonis non
v

John Milligan

Recorded

M. Cramer adm
de bonis non of
Hugh Thompson dec

a

John Milegen

Scire facias

Praecipe

Filed June 30 1853
James Turner Clerk

Cole & Porter

Bond for Costs

Michael Brannon administrator
de bonis non of Hugh Thompson deceased } Scire facias

v

John Milligan

Be a Scire facias against John Milligan. To revive a judgement of October term AD 1838 in Union Common Pleas, in favor of Hugh Thompson against John Milligan for one hundred and five dollars and fifty five cents damage and nine dollars, and fifty seven cents costs, returnable next term

Clerk, Com Pleas
June 18th 1853

Cole & Porter Attys
for pltff

execution of the damages and costs, aforesaid still remains to be made to him; Wherefore the said Michael Cramer administrator de bonis non as aforesaid, hath besought us to provide him a remedy proper 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 Milligan 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 Michael Cramer administrator de bonis non as aforesaid, ought not to have his execution against him of the damages and costs aforesaid according to the force, form and effect of the said recovery, if it shall seem expedient for him to do so; 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 Turner Clerk of said Court of Common Pleas at Muncyville this 20th day of June A.D. 1853

James Turner Clerk

Received this writ June 21st 1853
the within Named John Milligan
Not found

June 21st 1853 Fees Milage 8
Fees 32
40

William C. Mulin Sheriff

Cost Docket

Michael Cramer
Adm. de bonis non
v
John Milligan

Writ & Ser. fees

Filed June 21 1853
James Turner Clerk

Docket 31

The State of Ohio

To the Sheriff of Union County Greeting

Whereas Hugh Thompson lately went on the twenty-sixth day of October AD 1838 in our Court of Common Pleas, within and for said County of Union by the judgement of the same Court recovered against John Milligan one hundred and five dollars, and fifty five cents for his damage which he had sustained by reason of the not performing certain promises and undertakings then lately made by the said John Milligan to the said Hugh Thompson, and also nine dollars and fifty seven cents for his costs and charges by him about his suit in that behalf expended; whereof the said John Milligan is convicted as appears to us of record; and afterward to wit on the first day of August AD 1840 at the County of Union and State of Ohio the said Hugh Thompson died intestate, after whose death to wit on the tenth day of September AD 1840, administration of all and singular the goods chattels and credits which were of the said Hugh Thompson at the time of his death, in due form of Law was granted to Polly Thompson then widow and relict of the said Hugh Thompson, who afterwards intermarried with Michael Cramer, when ~~the~~ said administration of said Polly, thereby terminated, and administration de bonis non, was afterwards in due form of Law granted to said Michael Cramer, as by the information of the said Michael Cramer, in our said Court of Common Pleas we have been given to understand; And now on the behalf of the said Michael Cramer, in our said Court of Common Pleas, we have been informed that although judgement be thereupon given, which he avers still remains in full force and effect in no wise, set aside, reversed, paid off or satisfied, yet

Michael Drum
Adm de bonis non &c
vs
John McGuire

Mot of Scire facias

Filed Nov 21 1853
James Lynch

C. P.

Be it remembered that the Plaintiff herein sues out of this Court a Scire facias against the Defendant herein, returnable to the next Term of this Court, to show cause why the said Plaintiff should not have his execution against the said Defendant for the damages and costs by him recovered, according to the form, effect and tenor of the said recovery, as it stands of record in this Court, and why the said Defendant should not be barred and foreclosed from all and every the equity of redemption in the premises in the said Plaintiff's Declaration mentioned, and in the said Mortgage mentioned, and why the said Plaintiff should not have such other and further relief in the premises as he may be entitled to, and the said Plaintiff prays judgment for his said damages and costs by him in this behalf expended.

Michael Drum, administrator de bonis non of Patrick Drum, deceased, by his attorney, Thomas Nelson, Clerk of Plaintiff's Attorney.

Received this writ November 14th 1853
the within named Defendant John McGuire not found
November 19th 1853
Geo Milligan S
Fees
35
4
Attest Wm Milligan
Constable

Received this writ November 14th 1853
the within named Defendant John McGuire not found
November 19th 1853
Geo Milligan S
Fees
35
4
Attest Wm Milligan
Constable

The State of Ohio,

To the Sheriff of Union County Greeting

Whereas Hugh Thompson lately sued on the twenty sixth day of October AD 1838 in our Court of Common Pleas, within and for the said County of Union, by the judgement of the same court, recover against John Milligan one hundred and five dollars and fifty five cents for his damage which he had sustained, by reason of the not performing certain promises and undertakings then lately made by the said John Milligan to the said Hugh Thompson and also nine dollars and fifty seven cents for his costs and charges by him about his suit in that behalf expended, whereby the said John Milligan is convicted as appears thus of record; and afterwards sued on the 1st day of August 1840 at the County of Union Ohio the said Hugh Thompson died intestate, after whose death sued on the 10th day of September 1840 administration of all and singular the goods & chattels and credits which were of the said Hugh Thompson at the time of his death, in due form of law was granted to Polly Thompson, then widow and relict of said Hugh Thompson who afterwards married Michael Cramer, when said administration of said Polly thereby terminated, and ~~afterwards~~ administration de bonis non was afterwards in due form of law granted to said Michael Cramer, as by the inspection of the said Michael Cramer, in our said Court of Common Pleas, we have been given to understand And now on behalf of the said Michael Cramer in our said Court of Common Pleas, we have been informed that although judgement be thereupon given, which he avers still remains in full force and effect in now wise set aside, reversed, paid off or satisfied

Civil/Domestic Case File

Case No. 1853-CV-0038

No. 53-CU-38

Union Common Pleas Court.

Elizabeth Coulter
Plaintiff,

AGAINST

James Coulter
Defendant.

JUN TERM. 1854

DECREE FOR PLAINTF
$1520

Journal 5 Page 344
Record No. 7 Page 52
Ex. Doc. A Page 483

Jan ~~72~~ 21

Eliza Ann Coulter

vs

James Coulter

Cert Bill

Mail Record

Recorded

Case 32

Union Common Pleas

Eliza Ann Coulter
vs.
James Coulter

Petition for
Divorce.

Filed June 22 1853
James Turner Clk

No 1

Curry & Robinson
Attys.

To the Court of Common Pleas of the County of Union, in the State of Ohio, in Chancery Sitting:

Your Petitioner Eliza Ann Coulter, of the County and State aforesaid, respectfully represents that she has been for more than one year last past, and now is, a resident of said Union County and State of Ohio; That on the 25th day of September 1845, at said Union County, she was lawfully united in the bonds of Matrimony to James Coulter, her present husband; That said Coulter and your petitioner thence forward lived and cohabited together as husband and wife, until the first day of February 1853, at which time said Coulter abandoned your petitioner, without any just cause, and went to parts unknown. — Your petitioner further represents that said James Coulter did on each and every of the several and separate days of the month of January 1853, from the first day to the 31st day of said month, inclusive, at said Union County, commit adultery with Rachel Stiner; — That said Coulter did on the 1st day of February 1853, at said county, commit adultery with said Rachel Stiner; — That said Coulter did on the 2d day of February 1853, at the county of Licking, in the State of Ohio, commit adultery with said Rachel Stiner; — That said Coulter did on the 3d, 4th, 5th, 6th and 7th days of February 1853, at the County of ~~Jefferson~~ Muskingum in the State of Ohio, commit adultery with said Rachel Stiner; — That said Coulter did on the 10th, 11th, 12th, 13th, 14th and 15th days of February 1853, at Steubenville, in the County of Jefferson in the State of Ohio, commit adultery with said Rachel Stiner; — That said James Coulter did on the 16th, 17th and 18th days of February 1853, on board a water-craft, on the Ohio river, commit adultery with said Rachel Stiner; — That said Coulter did ever since the last above-mentioned day, and still does live and cohabit with said Rachel Stiner, in a state of adultery, in and at places to

your petitioner unknown.

Your petitioner further represents that said James Coulter is guilty of gross neglect of duty towards your petitioner, in this that he disposed of and took away from your petitioner and her family of small children all the money and property which he and your petitioner had accumulated for the support of your petitioner and said children, and thus left them destitute and without the means of support; and ever since the said first day of February 1853 the said James Coulter has totally failed and neglected to provide any way or means for the support of your petitioner and his and her said children, and has totally failed to render them the least assistance or protection or to care for them.

Your petitioner therefore prays that said James Coulter may be made a defendant to this petition; that he may be compelled full answer to make to the same, and to each and every allegation thereof, specifically; that publication of the pendency hereof may be ordered; that the writ of ~~subpoena~~ summons may issue; that at the final hearing hereof a decree may be rendered dissolving the marriage contract between your petitioner and the said James Coulter; that said James Coulter may be decreed to pay to your petitioner reasonable alimony; that the custody of all children, issue of the marriage between said Coulter and your petitioner be decreed to your petitioner; that your petitioner be restored to her maiden surname of Steiner, and that such other and further relief may be granted as to the Honorable Court may seem just.

By Cusy & Robinson,
Solicitors for Petitioner

Eliza A. Voorhees
vs.
James Voorhees

Praecipe for
pltff's Witnesses.

Filed June 17 1854
James Lunde clk

Eliza Ann Coulter
vs
James Coulter

Union Com. Pleas

Petition for Divorce

Issue subpoena for Christian Stiner and Harrison Sandsdown, Petitioner's witnesses.

Curry & Robinson,
Atty's for Petitioner.

To the Clerk of
Union Com. Pleas.

Eliza Ann Coulter }
vs.
James Coulter }

Issue Subpoena for
Charles Rathbun, wit
=ness for Plff.
Curry & Robinson
Plff's Atty's.

To the Clerk of }
Union Comm. Pleas }
June 20th 1854.

Lowell Cox
vs
Lowell Cox

Served this Writ by reading
to the within named Person
June 20 1854

Fees Mileage	5
Serv	12½
Return	5
	22½

William L. Walker Shff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Charles Rathbun

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~~ Forth with 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 Elizabeth Ann Coulter is Plaintiff, and James Coulter 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 20 day of June A. D. 185 4

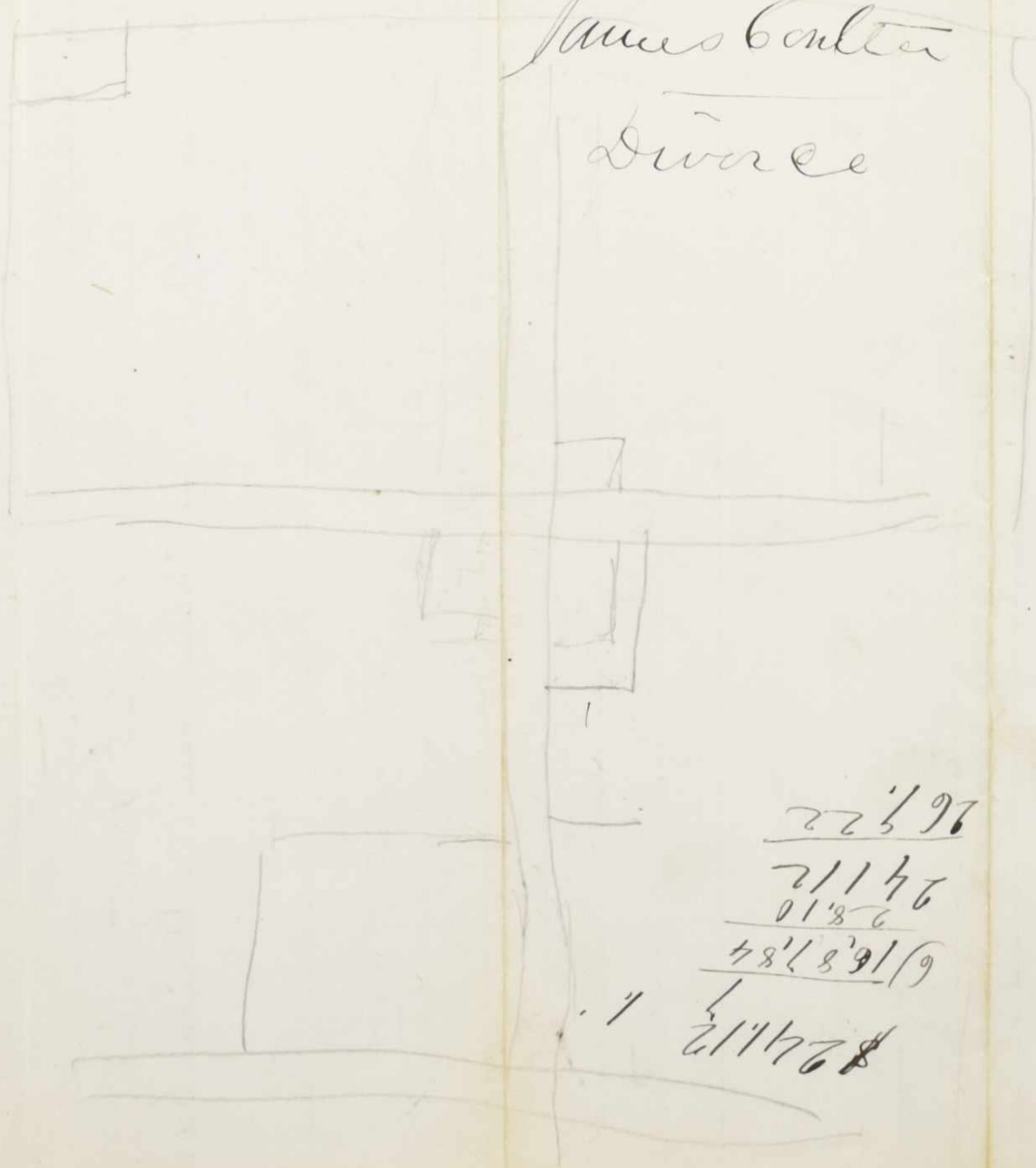
James Turner Clerk.

Eliza Ann Carter

vs

James Carter

Divorce



82412 1.

6/16/1884

9810

24112

16722

Eliza Ann Coulter (formerly Steiner) wishes a divorce from James Coulter.

They were married Sept. 25th 1845, & lived in Delaware Co. 2 years, — then came to Union Co. & lived here ever since

Coulter went off with Rachel Steiner on Tuesday Feb. 1st 1853.

Mrs Betsey Perry says she knew (six weeks before) that Coulter and Rachel were going to run off together.

Alvah Tanner (Abel's son) will testify that in Jan. last Coulter used to go to Perry's and stay through the evenings, till late, and hug and kiss Rachel, who lived there.

Eliza Coulter

Eliza Caulter
vs
James Caulter

Suit for Divt

Filed Nov 15th 1853
James Linn Clerk

Served this writ by Reading to A R Bowen
November 12th 1853 fee demanded and Not Paid
Served by Reading to Adam Richey
November 12th 1853 Served this writ by Reading
To Betsey Perry November 15th 1853 fee demanded
and not Paid
Served this writ by Reading to
Alva Tanner November 15th 1853

Fees Milage	40
Fees	50
Return	5
	95

William A Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Betsey Perry Adam Richey A. R Bowen & Alva James

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 Eliza Coulter is Plaintiff, and James Coulter 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 10th day of November A. D. 1853

James Turner Clerk.

Eliza Ann Coulter
vs
James Coulter

Sub for Ven't

Filed June 24 1854
James Lunn Clerk

Issued this Writ by Reclaim to Each of the within named Persons June 17 1854
Fees Mileage 5
Serv 25
Return 5
35

William C. Allen Atty

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Christian Stiner & Dunisan Lansdown

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 Eliza Ann Coulter is Plaintiff, and James Coulter is Defendant, and this (he) shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 17th day of June A. D. 1854

James Turner Clerk.

Eliza Carter
72 D
James Carter

Pres & pr pts

Filed Nov 10 1853
James Lowner Clerk

Eliza Coulter
vs
James Coulter

Union Common Pleas
Petition for Divorce

Issue subpoena for Betsy Perry Adam Rusche Richard Bowen and Alva Tanner
Atts for the plaintiff
Curry & Adams

To the Clerk of
Union Com Pleas
Nov 9th 1853

Civil/Domestic Case File

Case No. 1853-CV-0039

No. 53-CU-39

Union Common Pleas Court.

Bellfontaine & Dellaware R.R.

Plaintiff,

AGAINST

Richard Herd

Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT

$50 ⁿ⁄

Journal 5 Page 322

Record No. 7 Page 46

Ex. Doc. A Page 491

Case ~~11~~ ~~22~~ 12

Bellefontaine &
Delaware R. R. Co
v
Richard Herd

Cost Bill
Paid Rec'd

Law ~~36~~ 34

Bellefontaine &
Delaware Rail Road
Company
vs
Richard Herd

Transcript 31.

Filed June 22 1853
James Lunn Clerk

No 1

Bellefontaine & Delaware Rail Road Company vs Richard Herd

Bill of particulars filed on this the 28th day of March 1853

Thereupon issued a summons for appearance on the 2nd day of April 1853 at 10. O. Clock A. M. of said day and delivered the same to John Baker Const Summons returned indorsed served on the within named defendant by reading March 28th 1853 Mileage 5 service 10 John Baker Const April 2nd 1853 10. O. Clock A. M. defendant appeared an asked an adjournment of twenty days adjourned to the 22nd April 1853 10. O Clock A. M. April 22nd 1853 10. O. Clock A. M. Defendant appeared trial had Interest being calculated it appears there is due Plaintiff the sum of $52.28. Therefore Judgment is rendered against defendant for the sum of fifty two dollars and twenty eight cents and the costs taxed at seventy two & one half cents

Debt $52.28.
Summons 12½
Adjournment 10
Satisfaction 10
Judgment 25
Transcript 31
Const on summons 15

In the action of the Bellefontaine and Delaware Rail Road Company against Richard Herd I Richard Dildine acknowledge myself bail for the appellant in the sum of One hundred and ten 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

Richard his X mark Dildine

Taken signed and acknowledged before on this the 30th day of April 1853

J. E. Henderson J. P.

State of Ohio Union Co ss

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

J. E. Henderson J. P.

Richard Aird

$52.28

Filed June 22 1853
James Linn Clerk

Richard Aird

To the Bellefontaine & Delaware
Rail Road Company Dr.

1831 July 16	To 1st Instalment on 1 Share of Stock		5.00
		Interest	.48
" Dec 1	" 2nd " " 1 " " "		5.00
		Interest	.37
1832 Jany 1	" 3rd " " 1 " " "		5.00
		Interest	.35
" Feby 1	" 4th " " 1 " " "		5.00
		Interest	.33
" May 1	" 5th " " 1 " " "		5.00
		Interest	.25
" July 1	" 6th " " 1 " " "		5.00
		Interest	.20
" Sept 1	" 7th " " 1 " " "		5.00
		Interest	.15
" Nov 1	" 8th " " 1 " " "		5.00
		Interest	.10
1833 Jany 1	" 9th " " 1 " " "		5.00
		Interest	.05
" March 1	" 10th " " 1 " " "		5.00
			$52.28

Union Com. Pleas

The Bellefontaine & Delaware Rail Road Company

v

Richard Herrod

Declaration in Appeal

Filed July 11th 1853

James Irwin Clerk

No 2

Lawrence & Mott
U Doc 21

State of Ohio, Union County, ss,

Court of Common Pleas,

June Term, A. D. 1858

The Bellefontaine & Delaware Rail Road Company plaintiff complains of Richard Herrel defendant in a plea of assumpsit, for that whereas the said defendant on the 26th day of March A. D. 1853 at the county aforesaid, ~~made a promissory note in writing, and delivered the same to~~

~~and thereby promised to pay the said~~

~~order~~

~~after the date thereof~~

~~which period has now elapsed, and the said~~

~~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 said note to the said plaintiff according to the tenor and effect thereof;~~

~~And also for that whereas, the said defendant on the day of A. D. 18 at the county aforesaid~~ was indebted to the said plaintiff in one 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 one 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 one 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 one hundred dollars for money then and there lent by the plaintiff to the defendant at his request;

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

And one 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, to wit, on the same 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 the said notes and the~~ said several sums of money, nor either of them, nor any part thereof, although often requested so to do, to the damage of the plaintiff of one hundred dollars for which this suit is brot

Lawrence & Mash

Attorneys for Plaintiff

Richard Herd
vs
The Bellefontaine
& R. R. Company

Plea

Filed August
25 - 1853
James Lunchet

No 3

Richard Herd

vs

The Bellefontaine & Delaware Rail Road Company } Union Comm on Pleas

And the said Richard Herd comes and defends &c 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

By James W Robinson
Atty for deft

Belle & Del R.R.Co

7 38

Richard Herd

Preemptio

Filed Nov 10 1853

James Lucas Clerk

Bellefontaine & Delaware R. R. Co

vs

Richard Herd

Main Com mon Pleas

Issue subpoena for George Stewart witness for deft

To the Clerk of Main Com Pleas
Nov 9th 1853

J W Johnson
Defts Atty

Rec'd Rose
Co
vs
Roland Moore
Det for Def't

Recd by Reeing to Richard Hurd
June 20th 1854
Fees [illegible] 12
Mileage 5
17

William C. Matson Shff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon

Richard Auld

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 The Bellfontaine & Delaware Rail Road Co is Plaintiff, and Richard Auld 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 20th day of June A. D. 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0040

No. 53-CV-40

Union Common Pleas Court

M. G. Arden
Plaintiff,

against

Thomas Price
Defendant.

JUN TERM 1853

Judg vs Defendant

Journal 5 Page 237

Record No No Record. Page

Ex. Doc. A Page 366

A B & Order
vs
Thomas R Price

Filed June 24 - 1853
Dennis Turner Clerk

Court bill
made

Received this writ June 23 1853
Served this writ June 24th 1853 by Leaving at
the Residence of Thomas R Price a certified
Copy of this writ

	Fees Milage	75
June 23 1853	Fees	35
	Copy	40
	Return	5
		1,55

William C Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Whereas, M. G. Arden lately, to wit: on the 2to day of April A. D., 1853 before James R Smith Esquire, a Justice of the Peace within and for the county of Union, recovered a certain Judgment against Thomas R Price for the sum of Ninety two dollars and Eighty Seven cents Debt and ~~dollars and~~ Fifty Two cents costs of suit; Together with two dollars and cents in ~~cents~~ upon which said Judgment an execution was issued by the said Justice and returned. No goods found whereon to levy; and afterwards it was suggested to the said James R Smith Esquire, Justice of the Peace as aforesaid, that the said Thomas R Price 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. G. Arden 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 Thomas R Price wherefore the said M G Arden 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 Thomas R Price 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. 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.~~ Lowman, Clerk of said Court of Common Pleas at Marysville, this 23 day of June A. D., 1853

James Lowman Clerk.

M G Ardeo
v
Thomas R Price

Sci fa &c

Motions

Filed June 25 1853
James Lyons Clerk

Laurence & West
attys

560
171

135
26
171

43
20
10
6
16
47
200
342
171
513

M G Arden
v
Thomas R Price

Union Com. Pleas
Scire facias to charge lands

The defendant Price aforesaid moves the Court to set aside the judgment in this case & order for Execution, and for leave to plead for following reasons

1. The defendant has a meritorious defence
2. There is a subsisting levy on goods & chattels unsatisfied & there is no sufficient suggestion of lands
3. There is no such judgment as that set out in the writ of Scire facias - The writ recites a judgment of debt $92.87 & costs fifty two cents costs of suit.
4. There is no evidence that James R Smith acts as a Justice of the Peace - the transcript does not show that he so acts
5. The proceedings, transcript &c are in other respects defective irregular and deficient.

Lawrence & West
Defts Attys

M. G. Arden } Damages $99.99
vs }
Thomas R Price } Suit brought on a note which reads
Plaintiffs cost Twelve months after date I promise to
Jus Summons 12½ pay Elisha Hitchens or order Sixty dol
con on Summons 15 lars in good currant money of Ohio
Jus Judgment 25 for value received February 15th 1843
" Execution 25 signed Thomas R Price
con on Execution 50 December 29th 1852
" Transcript 31 Bill of particulars and note filed and
Defendants cost issued a Summons for the appearance of
Jus Affidavit 25 defendant January 8th 1853 at one Oclock
" Continuance 10 P.M and delivered the same to Joshph R
satisfaction 10 Cahill constable
Subpoena 16½ January 4th 1853
1 Witness 50 Summons returned endorsed, Served on
the 30th December 1852 by reading to defendant fair
Rec $2.00 of the plaintiff signed J R Cahill cant
for cost January 8th 1853
One Oclock P.M the defendant appeared
and requested a continuance on account of witnesses residing
out of the county and filed his affidavit accordingly the
cause is therefore continued until the 2nd day of April 1853 at
one Oclock P.M of said day
The said Thomas R Price makes oath that one Adam Hatfield
and John Thomas is material witnesses for him as he verily
believes and without whose testimony he cannot safely pro
ceed to trial in this cause that the said Adam Hatfield
and John Thomas resides out of this state and the affiant
hopes and expects to procure the depositions of said witnesses
by the 2nd day of April 1853 and that the affidavit is
not for delay merely but for the purpose of Justice
Thomas R Price
Subscribed and sworn to this 8th day of January AD 1853
James R Smith J P

April 2nd 1853 Subpoena issued and delivered to the defendant for William Stormes and David Davis sevl
Subpoena returned endorsed service by reading
signed J R Price

April 2nd 1853 One Oclock P.M
the defendant appeared Trial had William Stormes sworn and examined as Witness for the defendant and the defendant filed his bill of particulars it is thereupon considered by me that M.G Arden the plaintiff recover of Thomas R Price the defendant the sum of Ninety two dollars and Eighty Seven cents and his cost herein taxed at fifty two and a half cents
April 5th 1853
Execution issued and delivered to J R Cahill constable
May 2nd 1853
Execution returned endorsed, Levied on one pair Mill stones and Irons no other property found whereon to Levy, sold May 2nd 1853 to J R Price for two dollars and fifty one cents and paid the same to the Justice fee 50 cents
J R Cahill constl

It is suggested to me that the defendant has lands and tenements subject to Execution and levy
May 31th 1853
Received the ballance of the within cost in full of the plaintiff and also delivered him a transcript of the within proceedings
James R Smith J P

The State of Ohio Union county York Township ss
I do hereby certify that the above is a true and full copy from my docket of the proceeding had by and before me in the above cause
James R Smith J P
of the aforesaid Township

Filed June 23 1853
James Lyons Clerk

M. G. Arden
vs
Thomas R Price } In Scire facias

This day come the said M. G. Arden by J. B. Coates his attorney and the said Thomas R Price though solemnly called come not but make default and the Court find that the matters set out in said writ of Scire facias are true and that on the 22nd day of April AD 1858, said Plaintiff recovered Judgment against said Defendant before James R Smith a Justice of the Peace, in and for the County of Union and State of Ohio, for Ninety two Dollars and eighty seven cents, debt, and costs taxed by said Justice at fifty two cents, On which costs accrued amounting to Two Dollars and Seven cents (before said Justice,

Thereupon it is considered that the said M. G. Arden, upon the Judgment aforesaid have his Execution against the said Thomas R Price of the debt damages and costs aforesaid with interest thereon, according to the statute in such case made and provided to be levied of the goods and chattels lands and tenements of the said defendant and also that the said Plaintiff recover & said Defendant recover his costs about this suit in this behalf expended taxed to Dollars cents

M. G. Arden
v
Thomas R Price } Scire facias to charge Lands

This day came the defendant & moved the Court to set aside the Judgment in this case & for leave to plea for reasons on file which motions are continued to next term & it is ordered that execution be stayed until said motions are disposed of

Civil/Domestic Case File

Case No. 1853-CV-0041

No. 53-CV-41

Union Common Pleas Court

George B Wright Admr
Plaintiff,

against

Aaron Skinner
Defendant.

June Term 1853

Judg. Cs. Deft.

Journal 6 Page 239

Record No. - - Page - - -

Ex. Doc. - - - - Page - -

Wright & Buckm
Ghem admr of
I Mattiott
vs
Ann Mumm

Precipe for
Scire facias

Filed June 24 1853
James Lum clerk

by R C Clark
Atty for Plff

2

George B Wright
& Jerome Buckingham
admr of Joshua Mathiott
dec'd vs
Aaron S Emmer

Issue a Scire facias
against Aaron S Emmer To revive a
Judgment of the Term of June in the Court of Common Pleas A D 1848 in favor of Joshua Mathiott against Aaron S Emmer for Two Hundred and Eleven Dollars and Twenty Two cents Damages and dollars and cents cost
~~and dollars and cents~~
returnable forthwith

To the Clerk of Union
Common Pleas
June 24th 1853

N. C. Clark
Atty for Plff

paid off or satisfied yet Execution of the damages and costs aforesaid still remains to be made to them wherefore the said Jerome Buckingham and George B Wright administrators as aforesaid hath besought us to provide them a proper remedy in this behalf and we being willing that what is just in this behalf should be done command you that you make known to the said Aaron Skinner that he be before the Judge of our said Court of Common Pleas ~~on the~~ Forthwith to show if he has or knows of any thing to say for himself, why the said Jerome Buckingham & George B Wright administrators of the Estate of Joshua Mathiott dec'd ought not to have their Execution against him of the damages and costs aforesaid according to the form and effect of the said recovery if it shall seem expedient for him so to do ~~so~~, 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 Turner Clerk of said Court of Common Pleas at Marysville this 24th day of June AD 1853

James Turner Clerk

Filed June 24th AD 1853 James Turner Clerk

Jerome Buckingham & George B Wright admrs of Joshua Mathiott dec'd vs Aaron Skinner

Scire facias

Received this writ June 24th 1853

Served June 24th 1853 by delivering to Aaron Skinner a certified copy of this writ

Fees Mileage 5
Service 38
Copy 75
Return 10
Sheriff 1.25

June 24th AD 1853

William L Malin
per Augustus Turner Deputy

R Clark
Atty for Pltff

The State of Ohio Union County ss
To the Sheriff of said County Greeting
Whereas Joshua Mathiott lately to wit
on the 27th day of June A.D. 1848 in our Court
of Common Pleas within and for the County
of Union, by the Judgment of the same Court
recovered Judgment against Aaron Skinner
two hundred & Eleven dollars Twenty two cents
for his damages which he had sustained by
reason of the not performing certain promises
and undertakings then lately made by the
said Aaron Skinner to the said Joshua
Mathiott and also Four dollars fifty four
cents for his costs and charges by him about
his suit in that behalf expended, whereof
the said Aaron Skinner is convicted as
appears to us of record, and afterwards to
wit on thirty first day of July
AD 1848
the said Joshua Mathiot died intestate, after
whose death administration of all and
singular the goods chattles and credits which
were of the said Joshua Mathiott at the
time of his death in due form of law was
granted to Jerome Buckingham & George B
Wright as by the information of the said
Jerome Buckingham and George B Wright
in our said Court of Common Pleas we
have been given to understand, and now
on the behalf of the said Jerome Bucking
ham & George B Wright in our said court
of Common Pleas we have been informed
that although Judgment be thereupon given
which they aver still remains in full force
and effect in no wise set aside reversed

Geo B Wright Etals
admr
vs
Aaron Sturmer

Precipe for Ex

Filed Oct 17 1853
James Brown Clerk

by B C Adams
Atty for Ptffs

Geo B Wright &
Jerome Buckingham
admr of J Mathiot decd
vs
Aaron S Brunner

Judg in Union Com
Pleas
To the Clerk
of the Court of
Com Pleas of Union
Co Issue exn

Execution in the above case
Oct 17th 1853

S C Clark
Atty for Plff

Admrs of J Matt
-ict decd
vs
Aaron Atkins

Praecipe for
Cy

Filed December 19 1853
James Lunt clk

By Alexander Ritz
Atty for Deff

Jerome B Wainwright
& George B Wright
adm of the Estate of
Joshua Mathews decd
vs
Aaron Skinner.

Judg against
defendant for
$. Sum Term
A.D. 1853.
To the Clerk of
of Union Co Comm

mon Please Sir - Issue an Ex
ecution in the above Case -
Dec 14th 1853.

by H. C. Clark,
Atty for Plffs -

No. 53-CV-41

Union Common Pleas Court

George B. Wright Admr
Plaintiff,

against

Aaron Skinner
Defendant.

JUN TERM. 1853

Judg. vs. Defendant

Journal 5 Page 239

Record No Record. Page

Ex. Doc. Page

George B Wright
& Jerome Buckingham
admr of Joshua Mattiott
vs
Aaron Skinner

In Scire facias

This day came the said George B Wright & Jerome Buckingham administrators of Joshua Mattiott (dec'd) by N C Clark their Atty and the said Aaron Skinner though solemn called came not therefore it is considered that the said administrators have there execution against the said Aaron Skinner of the damages and costs aforesaid according to the force, form, and effect of said recovery and also that the said recover against the said Aaron Skinner ~~the hundred & eighteen dollars & costs~~ Expended his costs herein Expended

Civil/Domestic Case File

Case No. 1853-CV-0042

No. 53-CV-42

Union Common Pleas Court.

Francis Keting
Plaintiff,

AGAINST

John S. Fulton
Defendant.

NOV TERM. 1853

Settled

Journal 3 Page 267

Record No. No Record Page

Ex. Doc. A Page 392

~~Feb~~ 57

Francis Keating

v

John S Fulton

Ct Ct #158

Ff 86

244

Cert Dain

no Record

Francis Keating

vs

John P. Fulton

Prec. for Summons

Filed June 25th
AD 1853
James Turner, Clerk

Francis Keating
vs
John S Fulton

Union Common Pleas
In Case
Damages two thousand dollars

Issue a summons returnable forthwith
Endorse "Suit brought to recover damages for trespass and false imprisonment of the plaintiff by the defendant on or about the first day of June 1853
Also for that the defendant falsely and maliciously prosecuted the plaintiff by causing him to be arrested and imprisoned by the sheriff of Union County by virtue of a writ of Capias ad respondendum which the defendant falsely and maliciously caused to be issued from the court of Common pleas of Union County state of Ohio on the 30th day of May 1853 against the plaintiff and John Patton as partners. Damages $2000"

To the Clerk of
Union Common Pleas
June 25th 1853

J B Coats &
J M Robinson
Attorneys for Plff

Francis Keeler

v

John S. Heller

Suit brought to recover damages for trespass and false imprisonment of the Plaintiff by the defendant on or about the first day of June 1858. Also for that the defendant falsely and maliciously prosecuted the plaintiff by causing him to be arrested and imprisoned by the Sheriff of Union County by virtue of a writ of Capias ad respondendum which the defendant falsely and maliciously caused to be issued from the Court of Common pleas of Union County State of Ohio on the 30th day of May 1858 against the plaintiff and John Patton as partners. Damages $2000

Coats & Robinson

attys.

Received this 1st June 25-1853

Since this 1st June 25-1853

Attorney to Joshua Stratton

Receive copy of this writ.

Also Likewise 16 3-30

Copy

Rotum 70

Filed June 25 1853

Wm. Lemmon Clk

The State of Ohio. Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE command you to summon John S Hulter

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 Frances Keeling in a plea of Case damages two thousand dollars and have you then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 25 day of June A. D. 1853

James Turner Clerk.

of Cly No 57
Francis Keating

v

John S Fuller

Nar

Filed August
4th 1853
James Lynn Clerk

6 v B

The State of Ohio } Court of Common Pleas
Union County ss } June Term AD 1853

Francis Keating complains of John S Fulton in a plea of the case, for that whereas the Plaintiff, before and at the time of the committing by the Defendant of the several grievances hereinafter mentioned, was a person of good name, credit and reputation, and deservedly enjoyed the esteem and good opinion of divers persons. Yet the Defendant well knowing the premises; but contriving and intending to injure the Plaintiff, heretofore to wit on the 30th day of May AD 1853, at the said County of Union, falsly, and maliciously, and without any reasonable or probable cause whatsoever, went before one James Turner then and there being a Clerk of the Court of Common Pleas of said Union County, and then and there, at said County before the said James Turner so being said Clerk as aforesaid, to wit, at said County, falsly maliciously and without any reasonable or probable cause whatsoever, by Affidavit in writing under oath, charged that the Plaintiff with John Patton as partners, with being indebted to him the said John S Fulton in the sum of Two hundred and thirty six Dollars, and that the said Patton & Keating, were about to remove their persons out of the County of Union with intent thereby to defraud the creditors of said firm, and that the said Francis Keating with said John Patton, as the firm of Patton & Keating, had converted their property into money for the purpose of placing it beyond the reach of the creditors of said firm, and upon said affidavit, the Defendant falsly and maliciously, and without any reasonable or probable cause whatsoever, caused and procured the said James Turner so being such Clerk, as aforesaid to make and grant a certain writ, called a capias ad respondendum, under his hand and the seal of said Court, for the taking and safely keeping the body of him the said

Francis Keating, and for having the body of the said Francis Keating, before the Court of Common Pleas of the county aforesaid, at the Court House in said County on the first day of the next Term thereof, And the defendant under and by virtue of the said writ of Capias ad respondendum, afterwards to wit on the first day of June A.D. 1853, at said county, wrongfully unjustly, and without and reasonable or probable cause whatsoever caused and procured the Plaintiff to be arrested by his body, and taken into the custody of the said Sheriff of the county aforesaid and by said Sheriff to be imprisoned, and conveyed in custody by the said Sheriff to his office in the county aforesaid, and then and there imprisoned, and restrained of his liberty, for a long space of time to wit for the space of one day to wit, at the county aforesaid, whereby the Plaintiff was then and there not only prevented from attending to his lawful affairs, and made to suffer greate pain of body and mind; but was also thereby then and there greatly exposed and injured in his credit ~~and~~ reputation and circumstances, and in order to obtain his liberation from the said imprisonment, to wit, at the county aforesaid, was obliged to bind, and procure and did procure bail, to wit Philip Snider and James Kinkade Jr, for his appearance before the Court of Common Pleas of the county aforesaid on the first day of the next Term thereof or on the succeeding day to answer to the said John S Fulton &c, and other wrongs to the Plaintiff ~~then~~ and there did to the damage of the Plaintiff of Two thousand Dollars,

Also for that whereas the said defendant heretofore to wit, on the 30th day of May AD 1853 at the said county of Mercer, not then having any reasonable or probable cause whatever against the plain-

tiff. but contriving and intending to injure the plaintiff, falsely and maliciously caused to be issued and prosecuted out of the court of Common Pleas in and for said County of Union, at the suit of the defendant against the plaintiff and John Patton as partners a certain writ of the state of Ohio commonly called a capias ad respondendum directed to the sheriff of Union County aforesaid, whereby the state of Ohio commanded the said sheriff that he take the said plaintiff and said John Patton if they should be found in his bailiwick and them safely keep, that he might have their bodies before the said court of Common pleas of said County at the court house in said County on the first day of their next term, to answer to the said John S Fulton in a plea of assumpsit, damages three hundred dollars, amount sworn to, two hundred and thirty six dollars and that the sheriff should then and there have said writ; And the defendant further contriving and intending as aforesaid, afterwards to wit on the day and year aforesaid, there falsely and maliciously and without having such reasonable or probable cause as aforesaid, caused said writ to be properly endorsed with the alleged cause of action, the amount sworn to and for bail for four hundred dollars, and then and there caused said writ thus endorsed to be delivered to said sheriff to be executed according to law, and said defendant afterwards and while said writ was in force, to wit on the first day of June AD 1853 at said County further contriving and intending as aforesaid and not having such reasonable or probable cause falsely and maliciously caused the plaintiff to be arrested under and by virtue of the said writ and to be detained and imprisoned therein for a long time, to wit, one day and the plaintiff and said John Patton to obtain their liberation procured certain persons, to wit, Philip Snider and

James Kirkpatrick Jr to become bound by bond to the said Sheriff for their appearance to said action according to the exigency of said writ and such proceedings were had thereupon in said suit that on the 25th day of June AD 1853 on motion of the plaintiff & said Patter, the said court allowed the said plaintiff & Patter to be discharged on common Bail as by the record thereof remaining in the said court fully appears and by means of which said several premises, he the plaintiff during his said imprisonment suffered great pain and anxiety of mind and body and was prevented from transacting his necessary affairs and business by him during that time to be performed; and thereby the plaintiff necessarily incurred divers costs and expenses to wit the amount of fifty dollars in and about the obtaining his release from the said arrest and imprisonment and in and about defending himself against the said action and in and about the premises; and by means of the premises the plaintiff was and is injured in his credit and circumstances and therein greatly damaged, to within the sum of two thousand dollars

And also for that the defendant on the 1st day of June AD 1853 at said court, again caused the plaintiff to be imprisoned and then and there to be kept and detained in prison, without any reasonable or probable cause whatsoever for a long time to wit one day then next following said date, contrary to law and against the will of the plaintiff, and other wrongs to the said plaintiff then and there did to the damage of the said plaintiff of two thousand dollars and therefore he brings suit &c

J B Coats
J W Robinson
Attys for Plff

Civil/Domestic Case File

Case No. 1853-CV-0043

No. 53-CV-43

Union Common Pleas Court.

Thomas Hunter
Plaintiff,

AGAINST

Wm Mitchell
Defendant.

NOV TERM. 1853

June 1853

JUDGMENT VS DEFENDANT

Journal 5 Page 245

Record No. 6 Page 548

Ex. Doc. A Page 404

Thomas Hunter
vs
Wm D W Mitchell

Declaration

Filled June 25th 1853
James Lucas Clerk

cert Bill made
Recd

J W Robinson

The State of Ohio } Union Common Pleas
Union County ss } June Term 1853

Thomas Hunter by James W Robinson his Atty. complains of Wm D W Mitchell in a plea of Assumpsit for that whereas the said defendant on the 21st day of June 1853 made his promissory note to the plaintiff at the county aforesaid for the sum of three hundred dollars payable on the 22d day of June 1853 to the plaintiff or order, with interest at ten per cent per annum if not then paid, and the said defendant afterwards to wit on the day and year aforesaid at the county aforesaid in consideration of the premises promised to pay said sum of money according to the tenor and effect of said note, but the said defendant hath totally disregarded his said premises and hath not paid said sum of money or any part thereof though often requested to pay the same; to the damage of the plaintiff three hundred dollars and therefore he sues &c

By James W Robinson
Atty for Pltff

Wm D W Mitchell

ads

Thomas Hunter

Plea

Wm D Mitchell
vs
Thomas Hunter

In Common Pleas
June Term 1853

And the said Wm D Mitchel by Otway Curry his Attorney (under and by virtue of a warrant of Attorney herewith filed) comes and waives the issuing and service of process herein, and enters the appearance of the said Wm D Mitchell and for plea says that he, the said defendant did promise as the plaintiff hath complained nor but that the plaintiff hath sustained damages in the premises to the amount of three hundred dollars and confesses judgement therefor and costs and that said judgement shall draw interest at ten per cent until paid and all errors or rights of appeal are hereby released

James M Otway Curry
Atty for defendant

On or before the 22d day of June 1853 for value received I promise to pay Thomas Hunter or order three hundred dollars. if not paid when due it is to draw ten per cent thereafter

I do hereby authorise and appoint Otway Curry or any other attorney at law in the state of Ohio to appear in any court of record in said state at any regular term of said court and waive the issuing of process and confess a judgement against me and in favor of Thomas Hunter for the sum of three hundred dollars and interest at ten per cent after that time till paid and costs and thereupon release all error and writs of error and benefit of appraisement

Marysville June 21st 1853

Wm D N Mitchell

Docket 404

Thomas Hunter
vs
Wm D. W. Mitchell

Debt	$300.00
Costs	3.15
increase costs	8.48
Execution	70

Filed July 11th 1853
John Vandall Clerk

Received

Received this writ May 10th 1853 and served the same May 17th 1853 by reading the within writ in the presence of W. D. W. Mitchell and immediately after received a request from the Plaintiff to postpone further action in this case for a short time, Afterward to wit on the 9th day of July 1853 I went for the purpose of making a new Levy but received a receipt of the Plaintiff in full for this claim costs excepted. The writ is therefore returned without further proceed.

Fees Service	.35
Mileage	1.00
Return	.10
	$1.45

William H. Roll 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 80 head stock hogs 600 bushels corn 4 Spring Calves one Cow 4 ashery Kettles 2 damaged ashery Kettles one wood work 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 sett buggy harness & 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 Thomas Hunter

the sum of three hundred

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

damages, together with three dollars & fifteen cents, ~~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 Thomas Hunter

recovered against the said William D. W. Mitchell

as of record is manifest. Also, $ 8.48 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 tenth day of May A. D. 1855.

Taber Randall Clerk.

S. & 404

Thomas Hunter
5

Geo D. W. Mitchell

Debt $300.00
Costs 3.15
This cost 13

Filed April 12 1854
Fanno Sawyer Clerk

Received this writ December 9th 1853 and on the day of December 1853 made levy upon property by virtue of this writ in conjunction with two other writs of Execution to wit one issued from the court of Common Pleas of Morrow County for $361.34 debt & 2.90 costs with interest from the 26th day of Sept 1853 in favor of Campbell Little & Co & against said Wm D W. Mitchell. Also in conjunction with a vendi with a clause commanding the sheriff to make further levy if in his opinion the property levied on was insufficient. said vendi being issued from said court of Common Pleas of Morrow County in favor of Lane & McCulloch for $251.73 debt & $5.33 costs with interest from November 10th 1852 - which property so levied upon is described as follows to wit: 80 head of stock hogs 600 bushels of corn. 4 spring calves - one cow - 4 ashery kettles - 2 damaged ashery kettles - One mud wagon of a buggy and about 100 bushels of oats taken as the property of said Wm D W. Mitchell to satisfy said three judgements & costs. Advertised the within and the above described property in the Marysville Tribune a newspaper published and in general circulation in Union County Ohio for at least ten days previous to the day of sale of levied to wit on the 23d Day of January AD 1854 it being the day so Advertised said Property to be sold I offered said Property for sale, agreeable to notice previously given at the residence of the Defendant and not sold for want of Bidders

	Fees Milage	1.50
April 11th 1854	Levis	35
	Levy	35
	Bond	50
	Return	10
	Advertising	25
	Printer fee	1.50
		4.55

William C Mills Sheriff

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

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF 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 25 day of June A. D. 1853

Thomas Hunter

recovered against William D W Mitchell

as well as the sum of Three hundred dollars ~~and 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 William D W Mitchell

you cause to be made the debt, damages, and costs aforesaid, with interest thereon at ten per cent from the 25 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 Thomas Hunter

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 December A. D., 1853

James Turner Clerk.

C.P. 404

Marcus Hunter
vs
Jno J McMichell

Debt $300.00
costs 3.15
increase 3.75
Mci court 65

Filed Aug 15 1854
James Jenner Clk.

Received this mnt July 29th 1854 Advertise the within described Property for sale in the Marysville Eagle a news paper published and in general circulation in union County Ohio for at least ten days previous to the day of sale afforesaid to wit on the 15th day of August A.D. 1854 it being the day I advertise said property for sale offered the same for sale a greable to notice at the residence of the defendant and not sold for want of bidders

The property here to fore levied upon in my opinion being insuficient to satisfy this Execution I levied in conjunction wit another Execution in favor of Jane McCullock bearing date June 29th 1854 in the court of common Pleas of Union County for the sume of 251.73 cents debt and $24.13 cents costs upon the following Property to wit one yearling Colt one spring Colt one yearling colt one spring colt one two year old ~~Colt~~ two saddles one left Buggy Harness and three riding Bridles this property was also offered at the same time ~~the~~ sale at the Residence of the Defendant on the 15th day of July A.D. 1854 and not sold for want of Bidders

	Fees Mileage	150
August 17th 1854	Levy	35
	Levy	35
	Advertising	25
	Return	10
	Printers fee	150
4.05		405
150		
255		

William C. Mullin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & chattles of William D. W Mitchell To wit 80 head of Stocks hogs. 600 Bushels Corn 4 Spring Calves. one Cover 4 ashey Kettles 2 Damaged ashey Kettles. one 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 Thomas Hunter

the sum of Three Hundred — dollars ~~and~~ ~~cents~~ for his Debt ~~for~~ ~~damages~~ together with $ 3, 15 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 Thomas Hunter recovered against the said William D W Mitchell

as of record is manifest. Also, $ 3, 78 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you ~~have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said~~ 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 24th day of July A. D. 1854

James Turner Clerk.

Filed Dec 9th 1853
James McClerk

Thomas Hunter
vs
William D. McMitchell

In Mun Common Pleas
Judgement for $300.00 on the
25th day of June 1853

Issue an Execution in this case
for goods & lands &c

James N. Robinson
Atty for Pltff

To the Clerk of
Mun Com Pleas
Dec 9th 1853

Civil/Domestic Case File

Case No. 1853-CV-0044

No. 53-CV-44

Union Common Pleas Court.

Nathaniel Masse
Plaintiff,

AGAINST

Archibald Irwin et al
Defendant.

APR TERM. 1854

JUD'G VS PLAINT'F

Journal 5 Page 309

Record No. 6 Page 740

Ex. Doc. A Page 465

Thomas Ross Clerk

John Doe ex dem
Nathaniel Mathis
vs
Ejectment

Richard Roe
Archibald Irwin et al
tenants

Filed July 1st 1853
Francis Turner Clerk
Cont Circuit
Record

Copy Notes

Received this writ June 29th A.D. 1853
I did personally serve Suthard Mathers George Mathers Hanley Said Archibold Irwin tenants in possession of the premises in the within declaration mentioned, or of part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Suthard Mathers George Mathers Hanley Said Archbold Irwin with the true intent and meaning of said declaration and Notice and of the service thereof
July 1st A.D. 1853

Fees Mileage 40
Service 75
Copy 3.00
Return 10
4.45

William C Malin Sheriff
p. Augustus Turner Deputy

Court of Common Pleas of Union County
Of the term of June A.D. 1853
The State of Ohio, Union County ss.
John Roe
Complains of Richard Roe for that Nathaniel Magee on the twenty fifth day of October A.D. 1848, at the county of Union aforesaid, had demised to the said John, the following lands and tenements to wit situate in the county of Union and State of Ohio and on the waters of Mill creek, and bounded and described as follows, ~~[illegible]~~ survey No. 15184, beginning at a sugar tree and Ironwood N. E. corner to John Overtons survey No. 4065, and S. W. corner to Robert Means survey No. 5501, thence with Means line North 80° E. 35 poles to a hickory ash and Black Oak N. W corner to John Grahams survey, No. (3007) thence with Grahams line and the line of Robert Sandridges survey No. (1807) S. 10. E. 750 poles to two ashes a Black Oak, and Buckeye, in the line of John Coles Survey No. 5477 S.W. corner to Sandridges said survey, thence with Coles, said line S. 80 W. 35 poles to a Red oak, and Buckeye S. E. corner to John Whites Survey, No. 3756, thence with whites line and the line of Overtons said survey No. 4065 North ten degrees West seven hundred and fifty poles to the beginning, And also ten Messuages ten cabins, ten barns, ten stables, ten orchards, ten out houses ten yards, ten 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, situate in said County of Union. To have and to hold the same to the said John from the twenty-fifth day of October AD 1848 aforesaid for and during the term ten years thence next ensuing By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof for the term aforesaid: And the said John being so thereof possessed the said Richard afterwards to wit on the first day of November AD 1848 at the County of Union aforesaid, with force and arms entered into the said tenements with the appurtenances, and ejected the said John therefrom. and other wrongs to the said John then and there did; to his damage ten dollars and therefore he sues.

By Lot Porter his Attys

To Southard Mather, George Daniel Mather
Archibold Irwin, Harley Said ~~[illegible]~~
~~[illegible]~~

Sirs, I am informed that you are in possession of a claim title 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 rendered against me by default and you will be turned out of possession

June 29th A.D. 1853 Richard Roe

Court of Common Pleas.

Up the term of June AD 1853

The State of Ohio Union County ss.

John Doe complains of Richard Roe for that, Nathaniel Maffie, on the twenty fifth day of October AD 1848, at the County of Union aforesaid, had demised to the said John the following lands and tenements to wit, situate in the County of Union and State of Ohio, and on the waters of Millcreek and bounded and described as follows, survey No. 15184 beginning at a sugar tree and Iron wood N. E. corner to John Overtons survey No. 4065, and S. W. corner to Robert Mearns No. 5501, thence with Mearns line N. 80 E 35 poles to a hickory oak and Black Oak, N. W corner to John Grahams Survey No. 3007, thence with Grahams line, and the line of Robert Dandridge survey No. 1307 S. 10 E. 750, poles to two oaks and Black Oak and Buckeye, in the line of John Coles survey No. 5477 S. W. corner to Dandridges said survey, thence with Coles said line S, 80 W. 35 poles to a Red oak and Buckeye, S. E corner to John Whites survey No. 3956, thence with Whites line, and the line of Overtons said survey No. 4065, N. 10 W 750 poles to the beginning, and also ten Messuages ten Cabins ten barns, ten stables, ten orchards ten outhouses, ten yards, ten gardens, One thousand acres of arable land, one thousand acres of Medow land, one thousand acres of pasture land, one thousand acres of wood land, ~~one thousand~~ acres of wood, land one thousand acres of land covered with water, one thousand acres of other land with the appurtenances, situate in said County of Union, To have and to hold the same to the said John from the twenty fifth day of October AD 1848 aforesaid, for and during the term of

ten years thence next ensuing. By virtue of which demise the said John entered into the ~~said~~ tenements with the appurtenances, and was possessed thereof for the term aforesaid. And the said John being so thereof possessed, the said Richard afterwards to wit on the first day of November AD 1848 at the County of Union aforesaid with force and arms entered into the said tenements with the appurtenances, and ejected the said John therefrom; and other wrongs to the said John then and there did, to his damage ten dollars, therefore he sues

By Colet Porter
his Attys

To Southard Mathes ~~Daniel~~ George Mathes, Archibald Irwin and Stanley Saire

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

Richard Roe

June 29 1853

I hereby certify the above to be a true copy of the original writ

William C Malin Sheriff
p Augustus Turner Deputy

John Doe Ex dem
Nathaniel Massie
as
A. S. Drinnetals

Plea

Filed Nov 21 1853
James Lee Clk

Oct 1838
~~Oct~~
Dec 1853

NB

JWR

John Doe Ex dem
Nathaniel Massie
v
Archibald S Irwin Hawey
Said et als

Min Common Pleas
Ejectment

And the said Archibald S Irwin, Hewey Said, ~~George Mather and James Mather~~ James L Biggs come and confess the lease entry and ouster in the said declaration mentioned and admit themselves to be in possession of the following lands situate in said County of Monington beginning at a Sugar tree and iron wood in the north line of John Overtons survey thirty five rods S 10 W from the North West corner of John Graham survey No. 3007, thence N. 80. E. 35 poles to a hickory ash and black oak N. W. corner to said Grahams ~~survey~~ thence with Grahams line S 10. E 480 poles to the corner of Robert Sandridges Survey No. 1307 and John Whites survey No. 3956. thence with said Whites survey S 10 W 35 poles to a stake, thence N. 10 W 480 poles to the begining, being parcel of the premises in the said declaration mentioned; and for plea say, that they are not guilty of the trespass and ejectment in the said declaration alleged against them and of this they put themselves upon the country, and the said John Doe doth the like

By James W Robinson
Their Atty

Doc of Ben
Massie
to
Irwin & Dale

Filed March
28 1854
James Lowell

Schudson Esq Dem
Nathaniel Massie
vs
A. S. Ruin and others

Esq A

Issue subpoena for John Cassil
Wm Richie. A R Bowen. A F Wilkins Jonathan Bowen
& Mathew Williams Witnesses for the defendant

Perry S Robinson
Defts Atty

To the Clerk of
Mun Common Pleas
March 28th 1854

Filed April 12 1854
James Simon Clerk

Service this writ by reading to the within
Named Person April 12th 1854

Fees Mileage 5
Fees 12
Return 5
22

William C Mulen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Mr B Turner

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~~ for that ~~day of next term, at~~ ~~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 John Doe & Jane N. Massie & others is Plaintiff, and Archibald Irwin 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 12 day of April A. D. 185 4

James Turner Clerk.

D A 465

John Doe & Jane
Nathaniel Massie
vs
Archibald Irwin
Et al

Costs	$27,72
increase costs	65
This writ	65
~~attorney~~	~~2.50~~
~~Serves~~	~~35~~
~~Mileage~~	~~60~~
	~~$32.82~~

Curry & Robinson
Attys for Plff

Received this writ on 27 day of January A D 1855

Served this writ on the 14 day of March A D 1855 and paid ~~twenty five dollars and~~ Thirty dollars and one cent in full of the within writ Returned on the 22 day of March A D 1855

B V Willman
Sheriff of Adams Co

Serves	35
Mileage	25
Fee	35
	95

B V Willman
Sheriff of Adams Co

~~Filed~~ April 7 1855
Hale Randall Clerk

The State of Ohio, Union County, ss.

To the Sheriff of Adams County Greeting:

WHEREAS in a certain action in Ejectment lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein John Doe & Ben Nathaniel Massie was Plaintiff and Archibald Irwin Et al was Defendant o the costs of said case were taxed at Twenty Seven Dollars and 72 cents for which Judgment was rendered against the said Nathaniel Massie on the 12th day of April A. D. 1854 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 Nathaniel Massie in your bailiwick, you cause to be made, the costs aforesaid and interest thereon until paid, and also the further sum of $ 0 65 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.~~

of this writ make legal service & due return in sixty days

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 23d day of January A. D. 1855

James Turner Clerk.

D. A. 465

John Doe & Jane
Nathaniel Massie
vs
Archibald Irwin
Et al

costs $27.72
this cost 65

Filed Jany 23/1855
James Lucas Clk

Curry & Robinson
Atty for Deft's

Not found in my bailiwick
Adamsborough
John D. Anderson
Sheriff
Pro Fee

The State of Ohio, Union County, ss.

To the Sheriff of Ross County Greeting:

WHEREAS in a certain action in Ejectment lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein John Doe & Jane Nathaniel Massie was Plaintiff and Archibald Irwin Etal was Defendant, the costs of said case were taxed at Twenty seven Dollars and 72 cents for which Judgment was rendered against the said Nathaniel Massie on the 12th day of April A. D. 1854 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 Nathaniel Massie 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.~~ of this writ make due return in sixty days

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 10th day of January A. D. 1855

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0045

No. 53-CU-45

Union Common Pleas Court.

C. & Pt. Land R.R. Co

Plaintiff,

AGAINST

Anthony Weelke

Defendant.

OCT TERM. 1854

JUD'G VS PLAINT'F

$529 00

Journal 5 Page 366

Record No. 7 Page 109

Ex. Doc. 4 Page 537

Columbus Pacific
& Indian R R
vs
Anthony Wolfe
Et al

Cost bill made
Record
Recorded

8
16
326
16
1920
320
160
5280

16

1263

10)263(6
240
23

together with the amount of any Judgment that may be rendered against the said Columbus Piqua & Indiana Rail Road Company on the further trial of said cause after the said Judgment of the said Probate Judge shall have been set aside or reversed or upon and after the affirmance thereof in the said Court of Common Pleas, then this obligation shall be void otherwise in full force and virtue in Law

Approved by me this

P. B. Cole

Columbus Piqua and Indiana Rail Road Company
vs
Anthony Wolfe et al
Contract Bond

No 1

Know all men by these presents that we the Columbus Pigue and Indiana Rail Road Company are held and firmly bound unto Anthony Walke Et al, in the penal sum of one thousand dollars to the payment of which well and truly to be made we do hereby jointly and severally bind our selves our heirs administrators & & sealed with our seals and dated this day of July AD 1853.

The condition of the above obligation is such that whereas the said Columbus Pigue and Indiana Rail Road Company hath this day obtain the allowance of a writ of certiorari to remove into the Court of Common Pleas of Union County Ohio, a certain Judgment for the sum of dollars

damages and dollars &

cents costs lately rendered against the said Columbus Pigue and Indiana Rail Road Company, by Thomas Brown Probate Judge within and for the County of Union Ohio, in a certain action then pending before him wherein the said Columbus Pigue & Indiana Rail Road Company was Plaintiff and the said Anthony Walke Et al, defendants, Now if the said Columbus Pigue and Indiana Rail Road Company 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

Columbus Piqua
& Indiana R.R. Co
vs
Anthony Walke Etal

Writ of Certiorari

Filed July 9th 1853
Thos Brown Cl

No 2

The State of Ohio
Union County } To Thomas Brown
Probate Judge in and for said County
of Union Greeting

We command you that a certified Transcript of the record and proceedings of a certain suit lately pending before you wherein the Columbus Piqua and Indiana Rail Road Company was Plaintiff and Anthony Walke & others was Defendants, and wherein on the day of 1853 you rendered a Judgment for the sum of

Dollars Damages and
Dollars cents cents in favor of the said Anthony Walke & others against the said Columbus Piqua & Indiana Rail Road Company with all things touching the same as fully as the same are now befor you you send sealed and enclose with this writ to our Court of Common Pleas within and for the said County of of Union of the first day of their next term

Witness James Lyons Clerk of our said Court of Common Pleas this 9th day of July A.D. 1853

James Lyons Clerk

~~4~~ No 13

C. P. & Sa. R. R. Co.

vs

A. Walk et als

Act of Appropriation

Copy of Records

Filed Sept 7 1853

James Turner Clerk

No 8

Probate Court held at Marysville within and for the County of Union and the State of Ohio before Thomas Brown Probate Judge within and for said County and State on the second day of July A.D. 1853

Columbus Pigua & Indiana Rail Road Company vs Anthony Walk et als } Act of Appropriation

Be it remembered that heretofore to wit on the twentyseventh day of June in the year of Our Lord one thousand eight hundred and fifty three the Columbus Pigua and Indiana Rail Road Company by its Agent John R. Williard, filed the following statement and description of Rights appropriated by said Company, to wit:

C. P. & I. Rail Road. Description of Right appropriated.— On or about the 12th day of August 1851 the Columbus Pigua & Indiana Rail Road Company entered upon the following tract of land, to wit: a tract containing 200 acres more or less in Walk & Jones Survey No 7822 and 95 acres more or less in the survey of Joshua Forythess No 9798 in Union Township Union County Ohio conveyed by Anthony Walk to the Children of William Walk and now belonging to Susan B. Walk Henry A. Walk William Walk James M. Walk Isaac E. Walk Cornelia C. Walk and Arthur Walk children of William Walk present occupant of said land, and if there are any other owners or claimants of

said land the undersigned is ignorant of that fact for the purpose of locating their Rail Road through the same and deem it necessary to appropriate the following portion of it as hereafter described. The center line of said Rail Road enters the land of said Children of Walk on the south west line of said tract at a point from which a Burr Oak 21 inches in diameter bears N. 25 ¼ W. 420 feet distant. Said south West land line bears North 63¾ W from said point of entrance. The Rail Road line from said point of entrance bears N 81¾ E to the eastern boundary of said tract intersecting said eastern boundary at a point from which an Oak 15 inches in diameter bears S 53¾ E. 36¾ feet from said point of intersection. The distance through said tract 1353 feet more or less. Width required for said Rail Road through said tract is twenty five (25) feet on the north and forty (40) feet on the south of the center line of said Rail Road containing six and a half (6½) acres more or less. The said portion so described to be used by said Company for the purposes of the construction and using of their Rail Road, with excavations from one to three feet deep 20 feet wide at grade line with side slopes one to one; embankment from one to six feet high 13 feet wide with side slopes of one and half to one; side ditches drains and culverts and superstructure. The clearing through the Wood land to be 40 feet wide on each side of the center line

of said road whether the whole of said 40 feet is occupied by said company or not

John R Williard, Agent for C. P. & I. Rail Road Company

Whereupon on the day last aforesaid the following order was made to wit:

Columbus Piqua & Indiana R R Co
vs
Anthony Walk et al } Act of Appropriation

"This day on motion, and statement being filed it is Ordered ~~that~~ by the Court that a jury of twelve men be drawn to assess the damages resulting to defendants in said case according to law." And the following notice issued to wit: The State of Ohio Union County ss. — To the Clerk of the Court of Common Pleas and the Sheriff of said county Greeting. You are hereby notified that the Columbus Piqua & Indiana Rail Road Company have this day filed in the Office of the Probate Court within and for said County their statement of an appropriation of the right of way through a tract of land of 100 acres conveyed to the children of William Walk by Anthony Walk. You are therefore requested to draw from the jury Box of said Court a jury of twelve men to estimate and assess the damages resulting to said defendants [seal] Witness Thomas Brown judge of said Probate Court at Marysville this 27th day of June A D 1853 Thos Brown Prob judge

2 And afterwards to wit on the 27th day of June

aforesaid the said Clerk returned the following names as ~~returned~~ drawn from said jury Box. to wit: J C Miller Joseph Bain John Gamble C Myers J C Bird James Barge Hugh Ross A C Brooks Robert Paris Eliphas Burnham J S Gill and David Beard. And afterwards, to wit: on on the day last above written the defendants herein by their Attorney filed the following to wit: We hereby enter our appearance to this proceeding and waive the issuing and service of process therein. this 27th day of June 1853 Anthony Walk William Walk Susan C Walk Henry A. Walk William Walk jr James M Walk Isaac E Walk Cornelius C Walk Arthur Walk Virginia Walk by Curry & Robinson their agents & Attorneys — And afterwards, to wit on the 28th day of June aforesaid the following orders were made by the Court to wit

Columbus Pegram & Wife & Co
vs
Anthony Walk et als } Act of Appropriation

It is this day ordered by the Court that a venire facias issue to the Sheriff of said County for the jury now returned by the Clerk as drawn to determine this cause returnable on on the 1st day of July next ensuing. And it is further ordered that this cause be set for hearing on the said 1st day of July next at 9 o'clock forenoon And cause continued

In obedience to which order the following writ was on said day issued, to wit: The State of Ohio Union County ss — To the Sheriff of said County Greeting: — You are hereby commanded to summons J. G. Miller Joseph Bain John Gamble C Myers J E Bird James Barge Hugh Ross A G Brooks Robert Paris Eliphas Burnham J. S. Gill and David Beard, jurors to be and appear before the Probate Court within and for the County of Union at the office of said Court in Marysville on the 1st day of July next at 9 o'clock, forenoon then and there to serve as a jury for the purpose of estimating and assessing the damages resulting to Anthony Walk et als by an appropriation of their land by the Columbus Pigua and Indiana Rail Road Company within said County and how you execute this writ make appear to said Court on said 1st day of July next and have you then there this writ

[seal] Witness Thomas Brown judge of said Court at Marysville this 28th day of June A D 1853 Th Brown Prob. judge And afterwards to wit on the 1st day of July 1853 said writ was returned endorsed as follows, to wit: Served this writ by reading Joseph Bain July 1st 1853 by reading to J. G. Miller James Barge J S Gill June 28th 1853 by reading to David Beard C Myers June 30 A D 1853 by reading to Robert Paris June 29th 1853 by Copy to Hugh Ross Eliphas Burnham & John Gamble, A G Brooks and J. E. Bird not found. July 1st 1853 - Fees $4,00 William C

5

Malin Sheriff per Augustus Turner Deputy
And afterwards to wit on the 15th day of July afore
said the following proceedings were had in
and by said Court to wit
Columbus Pigna & Va R R Co } Act of Appropriation
vs
Anthony Walk et als }
The jurors of the jury summoned to as-
sess damages in this cause being called some of them
came to wit J. C. Miller Christian Myers James
Barge John Gamble Robert Paris Hugh Ross
Joseph Bain J. S. Gill and David Beard and be
cause the residue of that jury do not appear oth-
ers from among the bystanders are by the Sheriff
of said County at the command of the Court elect
ed anew, to wit S F Kinney J W Evens and Bill
Welsh good and lawfull men whose names
are annexed to the panel according to the form
of the statute in such case made and provid
ed and said jurors having been duly empan
eled and sworn It is ordered that the Sheriff of
said County conduct them to the premises to be
appraised & in accordance with the statute in
that behalf made in the presence of M. H.
Wadhams on the part of the Company and of
Mains Wasson on the part of said Anthony
Walk et als who are hereby appointed in behalf
of said parties as the law requires — And after
wards to wit on the day last aforesaid the follow
ing writ was issued from said Court to wit
The State of Ohio Union County ss — To the
Sheriff of Union County. You are hereby

commanded to conduct the twelve jurors named in the panel to this writ annexed to view the property or premises sought to be appropriated by the Columbus Pigua & Indiana Rail Road Company and owned by Anthony Walk William Walk Susan D Walk ~~Henry & Walk~~ et als. on this 1st day of July instant then and there to view the premises or property aforesaid in the presence of N. H. Wadhams on the part of the Corporation and Manns Musson on the part of the owners, appointed by this Court, and you shall make return of the manner you have executed this writ to this Court on this 1st day of July AD 1853 and have you then there this writ.

[LS] Witness Thomas Brown judge of the Probate Court within and for said County this 1st day of July AD 1853

Thos Brown Prob judge

And afterwards to wit on the same day said writ was returned endorsed. Served this writ July 1st 1853 by conducting the within named jury to the premises herein mentioned.

Fees- Mileage 35 Service 35 Attendance 50 Return 5 = 125. William C. Malin Sheriff per Augustus Zwiner Deputy- And afterwards to wit on the 2nd day of July in the year aforesaid came the parties ~~and~~ aforesaid and also the jury and thereupon a verdict was taken upon the issue between the parties as follows to wit,

Columbus, Pigua & Ia. R. R. Co
vs
Anthony Walk et als } Act. of Appropriation

This day came the parties and ~~and~~ also came the

jury empaneled and sworn herein on yesterday and the jury upon their oaths do say that the defendants are damaged to the amount of five hundred dollars by reason of the said appropriation of said premises by said Rail Road Company; and they the said jury do apess to the defendants the said amount of five hundred dollars which amount is to include the fencing of said Rail Road track through said land

And the said verdict is by the Court approved and confirmed

Attest, Thos Brown P.J.

The State of Ohio
Union County ss.

I Thomas Brown Judge of the Probate Court within and for said County do hereby certify that the foregoing is truly taken and copied from the records of the proceedings of said Court.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Marysville this 1st day of September A D 1853

Thos Brown P.J.

Fees $2,75 R. C.

The Columbus Digan & Indianapolis Rail Road Company now comes and says that there is manifest Error in the Record and proceedings aforesaid & wit

1st The Record does not show by what Jury the verdict was returned.

2d The verdict as rendered does allow the defendants compensation for fencing said Rail Road track through their land.

3d The Court erred in confirming the verdict

4th The said verdict is manifestly contrary to law.

5th The Record is otherwise erroneous, and insufficient wherefore the said Rail Road Company prays that the said proceedings may be reversed, annulled & set aside, and that said Rail Road Company may be restored to all things they have lost by reason thereof

By Cole & Porter
Attys for R. R. Co.

Filed Oct 30th 1855

Filed July 9 1853
James Lunn Clerk

Columbus Piqua and fa R.R. Co.
vs
Anthony Walker et. al

Judgement to appropriate land.

Issue a Writ of Certiorari in this case July 19 1853 Cook & Potter Attys for the Rail Road Com,

To the Clerk of Com Pleas
Miami County Ohio

Rail Road Co

vs

Walk et als

Settlement

Filed April 26 1854
James Lum Clerk

Whereas a suit is pending in the court of Common Pleas of Union County in the state of Ohio between the Columbus, Pegua and Indiana Rail Road Company, and William Walk and his children Susan V Walk, Henry A Walk, William Walk Jane M Walk, Isaac P Walk, Cornelius C Walk & Arthur Walk, respecting the amount of damages which said Company should pay to said Walks for the right of way for said Rail Road as now located through the Walk farm situate in Union Township in said county and state. Which farm is more particularly described in the deed of conveyance made to said children by their grandfather Anthony Walk And Whereas all of the above named persons and said Company have chosen and selected Elephas Burnham, Samuel K Reid and James C Miller to arbitrate and decide for said parties, the amount of money which said Company ought to pay said Walks for said right of way

Therefore it is agreed upon on the part of said Company and on the part of said Walks that they will all abide by the award which said arbitrators or a majority of them shall make in the premises, so as that said arbitrators make ~~said award~~ on or before the first day of May AD 1854 in writing

Both parties to be notified of the time said arbitrators shall go upon said premises to take a view of ~~the premises~~

In testimony Whereof the said William Walk & Anthony Walk Guardian

of said children. and Susan V Walk
who is of age - and said Company. have
hereunto set their hands and seals this
day of April A D 1854

William Walke
Anthony Walke
Susan V Walke

Wm R. Hilliard Agent
C. P. & J. R. R. Com

Whereas the Columbus, Pigna & Indiana Rail Road Company & William Walk & his children Susan V Walk, Henry A Walk, William Walk Jane M Walk, Isaac L Walk, Cornelius C Walk & Arthur Walk have chosen the undersigned to arbitrate and decide the amount of damages which said Company should pay to said Walks for the right of way through the Walk farm, as is manifest by their bond hereunto attached

And the undersigned having this day made a view of the premises aforesaid and the parties to said Bond being at the same time present by their agents, the undersigned do hereby arbitrate decide, and award that said Company shall pay to said Walks for said right of way within ten days the sum of four hundred and fifty dollars

Witness our hands & seals this 25th day of April AD 1854

James C Miller (Seal)
S. K. Reed (Seal)
Eliphas Burnham (Seal)

Columbus Depot
Johnson & R R
vs
A. Mattle et al

Suit for wit

Filed October 18th 1871
James Spence Clk

Served this writ by Reading to A K Reed
since Chickasaw Brownsville October 18th 1871
A C Miller not found

Fees Mileage	75
Serv	37½
Return	10
	122½

William C Miller Shff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

We command you to summon James C Miller, Eliphas Brunham & Samuel K Reed

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, ~~the first day of next term, at 10 o'clock~~ forthwith, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein the Columbus Piqua & Indiana Rail Road is Plaintiff, and A Walker et al 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 16 day of Oct A. D. 1854

James Turner Clerk.

No. 537

Anthony Beatte
Ex'r &c
vs
Columbus Price
& Indiana State
Bank Co

Damages $529.12
Costs 25.44
63

Filed Nov 5th 1859
James Quinn
Clk

Curry & Robeson
Att'ys for Pltff
Etc

Received this writ November 10th 1859
By order of the Attorneys for Plaintiff no levy was made
January 6th A.D. 1853 Received of S. R. Hilliard the sum
of three hundred and twenty dollars to apply on this writ

Fees Poundage $6.40

William H. Robb Sheriff

Recorded

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 18th day of October A. D. 1854

Anthony Walke & others

recovered against the Columbus Pigua and Indiana Rail Road Company

as well as the sum of Five hundred ~~dollars~~ and Twenty nine

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

dollars ~~and~~ ~~cents~~, for their damages; as also the sum of $ 25, 44

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

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Columbus Pigua and Indiana Rail Road Company

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th

day of Oct A. D. 1854 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~~ make due return of this writ in sixty days ~~Court House aforesaid, on the first day of our next Term, to render unto the said~~

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 8th day of November A. D., 1854

James Turner Clerk.

D. A. 537

Anthony Walke
vs.
Columbus Piqua &
Indiana Rail Road
Co.

Damages $529.00
Costs 25.44
Increase costs 7.70
This writ 6.5

Paid on former
Execution $320.00

Filed August 11th 1855
Jaber Randall Clerk

Recorded

J. W. Robinson
Atty for Walke

Received this writ June 11th A.D. 1855. No goods or chattels found whereon to levy. No real estate levied on by order of the Attorney for Plaintiff.

Fees Mileage 25
Service 55
Return 1.60

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 18th day of October A. D. 1854, Anthony Walk & others recovered against The Columbus Piqua & Indiana Rail Road Company as well as the sum of Five hundred ~~dollars~~ and twenty nine ~~for~~ ~~debt, & the sum of~~ dollars ~~and~~ ~~cts~~, for their damages; as also the sum of $25.44 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Columbus, Piqua & Indiana Rail Road Company you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 18th day of October A. D. 1854 until paid, also the sum of $7,70 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 11th day of June A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

D 1537 Ord Nov 14

Anthony Walk et al
vs
Columbus Piqua & Indiana
Rail Road Co.

Damages	$529,00
Costs	25,44
Increase costs	9,05
this writ	65
	564.14

Paid on former
Execution $320,00
(January 6th 1855

Rec'd Sept 20th 1855
[illegible]
Shff

J. W. Robinson
Atty for Walke

Shff's Minus Fees Franklin County O

Writ	75
Foreign Docket	25
Return	10
Mileage	10
Postage	3
	$1.23

Recorded

~~90.49~~

~~2.79.07~~

$270.49

Rec N 6

No goods or chattels lands or tenements found
within my bailiwick. all paying unpaid mortgage
Pay off Mines Shff of Franklin Co
by R R Johnston Sept 15

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Franklin COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the court house in the town of Marysville, on the 18th day of October A. D. 1854 Anthony Walk & others recovered against the Columbus Piqua & Indiana Rail Road Company as well as the sum of Five hundred & twenty nine dollars and cents for ~~dollars, as the sum of~~ ~~dollars and~~ ~~cents, for~~ their damages; as also the sum of $25.44 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Columbus Piqua & Indiana Rail Road Company you cause to be made the ~~the~~, damages, and costs aforesaid, with interest thereon from the 18th day of October A. D. 1854 until paid, also the sum of $9.05 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 14th day of September A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Walks
~
Col. P. & Del
R R Co

Price for Ex

Filed Dec 12 1854
James Lunell

William Walk and others

vs

The Columbus Piqua and Indiana Rail Road Company

Union Common Pleas
Judgement at the
October Term 1837
$529,00 & costs

Issue an Execution in this case
directed to the Sheriff of Franklin
County Ohio returnable in 60 days

Curry & Robinson
Attys for Walks

To the Clerk of
Union Com Pleas
Dec 12th 1837

Walker

v

Col. P. & Ind R. R

Company

prec. for Pl

Filed Nov 8 1854

James Lunell Clk

Walk o
v
Columbus, Piqua & Indiana
Rail Road Company

Judgt for Walks of
$529.00 at Oct term 1854

Issue execution in this case
to the Sheriff of Union County, returnable
according to law

Curry & Robinson
Attys for walks

To the Clk of
Union Com. Pleas
Nov 7th 1854

Civil/Domestic Case File

Case No. 1853-CV-0046

No. 53-cv-46

Union Common Pleas Court.

Rebecka Allen et al
Plaintiff,

AGAINST

Enerva Southerd,
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 272

Record No. 6 Page 591

Ex. Doc. A Page 402

Rebecca Allen
administrator of
E. J. Allen dec'd
vs

Increase Southard
and others

Pet to complete
contract

Cert bill
made
Record

97 6

Union. Com
plas.

Rebecca Allen
administratrix of
Edward T. Allen dec'd
v

Lucrece Southard
and others

Rqst to complete
Real Contract

Filed July 19 1853
James Lurner Clk

Cert bill made
Record
No 1

Lucrece & Mat

Whereas Onesias Southward of the Co. of Logan State of Ohio. Hath this Day purchased of Edward T. Allen a certain tract or parcel of Land in the Co. of Union & State of Ohio for the Sum of Seven hundred & ~~Twenty Four~~ Dollars, & hath paid One hundred Dollars Cash in hand, being part of the purchase money to the said Edward T. Allen the Receipt whereof is hereby acknowledged & hath executed to the said Edward T. Allen his several Notes of hand bearing equal date herewith for the Residue of the Purchase Money, the several Notes as follows, first Note for One hundred & Thirty seven Dollars & 50 cts. due in one Year with Interest. 2d Note, for same amount with Interest, in two Years. 3d Note, for same amount, due in three Years from this date. 4th Note for One hundred & Sixty one Dollars 50 cts. with Interest in four Years from this date, And Nathaniel Stewart Note for Ten Dollars due the 16th of November next. ~~Note~~ April 16. 1841, And his own Note for Fifty Dollars due the 16th of November ~~for~~,

The said Land Bounded & described as follows Beginning at a Beech & Sugar N. West Corner of Lot of Land owned by John C. Southward, & Conveyed by Henry Starr. Thence with Northward Line S. 83. E 139 p. poles to two Buckeyes & a Sugar tree, Thence S. 7. E 139 p. poles to two Sugar trees & a Beech. Thence N. 83. W. 139 p. poles to two Buckeyes & a Sugar. Thence S. 7. W. 139 p. poles to the Beginning, containing one hundred & thirty one acres of Land, being part of Survey No 2982.

in the name of Andrew Jackson & Patten=
=ted to Mellen Johnson, ~~In this~~
Now Know Ye that if the said Increase South=
=ard his Heirs, executors, administrators or assigns
shall well & truly pay or Cause to be paid to
the said Edward T. Allen his Heirs or assigns
the aforesaid sevral Note of hand at the time
& in in manner therein specified then & in
that Case, & the said Edward T. Allen do
hereby bind myself my Heirs, executors & adm=
=inistrators to make or Cause to be be made
to the said Increase Southard a good &
General Warranty Deed, for the same,
& the understanding is that the said Southard
is to pay the Taxes on the same, from from
the date of this Instrument,
In testimony whereof, I the said Edward T.
Allen, have hereunto set my hand & seal this
19th Day of August eighteen hundred & forty one,
Witness Present

Edward T. Allen (Seal)
John E. Southward
Samuel Southward

By Request of Increase Southard I have this
day made a deed of fifty acres of the above
Land to Samson Strong - April 25: 1843
Witness
John Underwood
Edward T. Allen

Court of Common Pleas
Union ~~Logan~~ County Ohio.

Rebecca Allen Administratrix of Edward J. Allen deceased.

v.

Increase Sauthard,
Benjamin F. Allen
Charles E. Allen
Emma V. Allen
Sarah J. Allen
Mary E. Allen

Petition to Complete Real Contract

Rebecca Allen Administratrix of Edward J. Allen deceased, Plaintiff says that Increase Sauthard one of the defendants is entitled to a deed of conveyance for the land described in the annexed written agreement of the said Edward J. Allen made by him in his lifetime, dated the 19th day of August AD 1841 described as follows, Beginning at a beech & sugar tree N. West corner of a lot of land ~~sold~~ owned by John E. Sauthard, conveyed by Henry Star; thence with Sauthards line S. 83 E. 139½ poles to two beeches & sugar tree; thence N 7° E 139½ poles to two sugar trees & beech: thence N 83 W 139½ poles to two beeches & sugar tree: thence S. 7. W 139½ poles to the beginning containing 131 acres of land, being part of Survey No 2982 in the name of Andrew Lawbaugh - except therefrom 50 acres ~~conveyed by~~ said Edward J. Allen deed to Sampson Strong on the 25th day of April AD 1833, which conveyance was made at the request of the said Increase Sauthard

Petitioner further states that said

Increase Lauthard has fully paid all the Purchase Money for said land & that he is entitled to a deed therefor in fee simple

Petitioner therefore prays that said Increase Lauthard & said Benjamin F. Allen, Emma V. Allen Charles E. Allen, Sarah J. Allen, and Mary E. Allen - minors children & heirs at Law of said deceased - all of whom Reside in Lorain County Ohio be made parties defendants to this Bill: that they be required to make full true & perfect answer to all & singular the matters aforesaid and that on the final hearing of the same this Petitioner be ordered to make a deed to said Increase Lauthard for all the land herein described for which he is entitled to a conveyance & for such other & further relief as may be just & right

Lawrence & Mott
attys for Petr

Rebecca Allen Adm'x
of E. S. Allen &c
v
Lucreau, Southard
& al

Statée &c

e August 15 1853
James Lyons Clerk

No 2

To Increase Southard
Benjamin F. Allen
Charles E. Allen
Mary E Allen
Emma V. Allen
Sarah J. Allen.

You & each of you are hereby notified that on the 19th day of July AD 1833. Rebecca Allen, administratrix of Edward T. Allen deceased, filed in the Court of Common Pleas of Union County Ohio her certain petition to complete the real Contract of said decedent & praying that said petitioner may be ordered to make a deed to said Increase Southard, for the following real Estate, to wit, Eight one acres of Land, being part of Military Survey No 2982. Beginning at a Beech & Sugar, N. W. Corner to a lot of Land owned by John E. Southard in 1841, conveyed by Henry Star; Thence with Southards, S 83. E 139½ poles to 2 beeches & Sugar Then N. 7 E 139½ poles to 2 Sugars & beech; Then N. 83 W 139½ poles to two beeches & Sugar; Then S 7 W 139½ poles to the beginning, excepting therefrom fifty acres conveyed by E. T. Allen dec^d to Sampson Strong & that the petitioner will at the next Term of said Court ask that the prayer of said Petition be Granted.

Rebecca Allen admx of
E. T. Allen dec^d

State of Ohio Logan County,
I David Wilkins solemnly swear that on the 10 day of August AD 1833. I served the above notice personally on each of the above named ~~persons~~ persons, defendants &c

David Wilkins

Sworn to & subscribed before me this 16th day of August AD 1833.

John Walker J. P.
In & for Logan County, Ohio

Filed Nov 22 1853
James Lunsell

E N 3

The answer of the Minn heirs of Edward I Allen to the petition of Rebecca Allen Adm^x in Union Com Pleas

And now come Benjamin H Allen Charles E Allen, Mary E Allen, Emma V Allen & Sarah J Allen by J. B. Coates their Guardian ad litem and for answer to said petition say they know nothing of the matters therein stated & pray the Court to protect their interests

By J B Coates

Guardian ad litem

Civil/Domestic Case File

Case No. 1853-CV-0047

D. A. 443

Hellen Southwick
vs
Charles Scott

Debt
Costs $27.17
this writ 70

Filed March 29th 1838
Saber Randall Clerk

Brown for Plff

Recorded

The State of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas in a certain action of Bastardy lately prosecuted in our Court of Common Pleas within & for the County of Union aforesaid wherein Hellen Southwick was Plaintiff and Charles Scott defendant the costs of Said Defendant Charles Scott were taxed at twenty seven dollars & seventeen cents.

You are therefore commanded that of the goods & chattels, or for want of goods & chattels, of the lands & tenements of Said Charles Scott in your bailiwick you cause to be made the costs aforesaid and all accruing costs and of this writ make legal service and due return in Sixty days

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

Witness my hand and the Seal of Said Court at Marysville this the 5th day of January A. D. 1858

Euber Randall Clerk

No.

Union Common Pleas Court.

Hellen Southwick
Plaintiff,

AGAINST

Charles Scott,
Defendant.

APR TERM, 1854

Dismissed

Journal 5 Page 313

Record No. Page

Ex. Doc. A Page 443

The J. D. Smith Co., Springfield, Ohio

Hellen Southwick
vs
Charles Scott
July the 22. 1853

Bastardy

Hellen Southwick an unmarried woman and Resident of the County of Union Ohio this Day made Complaint under oath to me that She is pregnant with a Child which if Born alive will be a Bastard and that Charles Scott is the father of said Child her said accusation was then Reduced to writing By me and Sworn to By her and, I then issued a warrant for said Charles Scott directed and delivered to John McCombs Constable of Jerusalem Township in Said County July the 22. 1853 I have taken the Body of the within Charles Scott and is now present this the 22 Day of July 1853 Fees 00.35 Cts John McCombs, Constable — the Said Hellen Southwick also present who was Duly Sworn and examined By me in presence of Said Charles Scott and the examination Reduced to writing By me and filed and the Said Complaint true the Said Charles Scott thereupon Refusing to pay the Said Hellen Southwick to her Satisfaction is ordered and adjudged that he Enter into Recognizance in the sum of five hundred Dollars for his appearance at the next term of the Court of Common Pleas of the County of Union to answer said Complaint and abide the order of the Court thereon the Said Charles Scott Refused to enter into Said Recognizance with Surity whereupon mittimus issued and delivered to John McCombs Constable for his Commitment to the gail of the County — July the 22 A.D. 1853 Mittimus returned I Committed the within named Charles Scott to the Custody of

fees
A & admit $00.25
warrant — 00.25
judgment on trial — 00.25
mittimus 00.25
transcript $0.31¾
$1.31¾

the within named Jailor with which I left a Correct fair		
ed Copy of this writ Fees Mileage	0 0,45 Cts	
one day abendance at Trial	0 0,50	
Commitment to jail	0 0,25	
to two assistants Twenty five Cts each	1,50	
Fees for Constable Serving warrant	0 0,25 Cts	2 70
Milage	0 0,10	35

State of Ohio Union County, Leesburgh
township ss.

I do hereby certify that the foregoing is a full and true copy from my docket of the proceedings had by ~~me in~~ ~~before~~ me in the foregoing Cause wherein Helen Southwick is plaintiff & Charles Scott is defendant

Dated this the 30 day of July AD 1854

Jared O Jewett Justice Peace
of the aforesaid
township (L.S.)

7

Ellen Southwick
Charles Scott

Filed July 30th 1853
James Luckey

The State of Ohio Union County ss

Be it remembered, that on the 6th day of August in the year of Our Lord one thousand eight hundred and fifty three Charles Scott Elijah Gandy, Stewart McIntire, James McMastar personally appeared before me Thomas Brown Probate Judge in and for the county of Union and State of Ohio and jointly and severally acknowledged themselves to owe the State of Ohio the sum of Five hundred, Dollars, to be levied of their goods and chattels lands and tenements, if default be made in the condition following, to wit,

The condition of this recognizance is such that if the above bound Charles Scott shall personally be and appear before the Court of Common Pleas, on the first day of the Term thereof, next to be holden, in and for the county aforesaid, and then and there to answer to the charge and complaint of bastardy and abide the judgment of the Court, and not depart without leave, then this recognizance shall be void; otherwise it shall be and remain in full force and virtue in law.

Charles Scott (Seal)

Elijah Gandy (Seal)

Stewart his X mark McIntire (Seal)

James McMastar (Seal)

Taken and acknowledged before me, on the day and year first above written.

Thos Brown P.J.

Charles Scott
vs
Helen Southwick

Bond

Filed August 13 1853
James Chinn Clerk

The State of Ohio
Shannon County ss

To the Sheriff of said County Greeting

You are hereby commanded to discharge from your custody in the jail of said County the body of Charles Scott the said Charles Scott having been before this Court upon a writ of Habeas Corpus and entered into recognizance with sufficient security for his appearance at the next term of the Court of Common Pleas for said County. And of this writ make due return

Witness Thomas Brown judge of the Probate Court within and for said County at Maysville this 6th day of August AD 1853

Thos Brown P.J.

I have released the body of the within named Charles Scott from the Jail of this county August 6th 1853

Fees & Mileage	5
Fees	35
Return	5
Commitment & Discharging from Prison	1 00
	$1.45

William B. Martin Sheriff

Charles Scott
vs
Violent Assault & Battery
Writ of Release

Filed August 18 1853
Francis Dunn Clerk

Charles Scott
vs
Helen Southwick } Habeas Corpus

Fees in Probate Court

Probate Judges Fees.		$	65
Noting Filing Application			06
Entering Allowance of Hab Cor			10
Docket Entry & Index			16
Issuing Writ of Hab Cor & entering return			31
Entering Appearance of parties			16
Order for Bail & Order of discharge			20
Transcribing same on Docket			20
Hearing & determining Cause		2	00
Taking Bail			25
Writ of discharge & entering return			31
Making up Record & Index		2	00
Cost Bill			35
Sheriffs Fees		6	11
Service of Habeas Corpus	1,00		
Return of same	30		
Maintaining Prisoner	4,50		
Service of Writ of Discharge	35		
Milage	5		
Return	5		
Committing & Discharging Prisoner	1,00	7	25
Total		13	36

Charles Scott
vs
Helen Southwick
on Habeas Corpus

Fees in Probate Court

Filed September 1st 1853
James Turner Clerk

Civil/Domestic Case File

Case No. 1853-CV-0048

No. 53-CV-48

Union Common Pleas Court.

David Patrick et al
Plaintiff,

AGAINST

James Fullington
Defendant.

APR TERM 1854

DECREE FOR PLAINTF

Law Record 6 page 709

Journal 5 Page 304

Record No. 6 Page 709

Ex. Doc. A Page 424

Saml Patnell Etal

v

J Sullivan Etal

Pet for Part

Cert bill

Middle Record

68
3
204

90
60
150

in fee.

To Charles Fullington of the County of Union and State of Ohio, one undivided tenth part of said premises in fee.

To James Fullington & Charles Fullington jointly of the County of Union and State of Ohio, ~~one~~ thirty nine Eightieths part of said premises in fee.

Your petitioners pray that Harriet Rice James Patrick, James Fullington and Charles Fullington be made defendants to this ~~Bill~~ Petition; and your Petitioners desiring to hold their said interest in severalty, pray that partition of said premises may be made, or if it shall appear that partition of said premises cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf, pursuant to the Statute in such case made and provided.

By J. B. Allen
Their Atty.

Term 65 #
Union Com. Pleas
Daniel Patrick et al,
vs
James Fullington et al
Pet. for Part.

Filed Aug 7 1853
Amos Turner Clerk

Cert Bill
made Recd

No 1
Recorded

J. B. Allen
Atty for Pltff

To the Court of Common Pleas within and for the County of Union and State of Ohio.

Your Petitioners David Patrick and Ira Patrick, who are Infants of the County of Union and State of Ohio, by their Guardian, Levi Patrick, of Logan County, duly appointed and qualified, respectfully represents that your said Petitioners have a leagal right to and are seized in fee, each of one undivided twentieth part of a certain tract or parcel of land with the appurtenances situate in the Township of Union and County of Union and State of Ohio, bounded and described as follows, to wit: Beginning at a stake on the bank of the race, running thence S. 84 W. 208 poles to a stake, thence S. 79 E. 152 poles to a stake, thence N. 84 E 90 $\frac{13}{20}$ poles to the road, thence with the road N. 85 W. 83 $\frac{1}{2}$ poles, thence N. 96 E. 132 poles to a stake, thence N. 83 W. 116 poles to the beginning, containing one hundred and ninety six acres; Being part of Military Survey No^{s} 7926 and 8414.

Your Petitioners further represent that the said premises is now owned by the following persons as coparceners, and in the following proportions, to wit: To Harriet Rice of the County of Union and State of ohio, one undivided fourth part of said premises in fee.

To James Patrick an infant Son of John Patrick Dec^{d}, of the county of Union State of Ohio, one undivided Sixteenth part of said premises in fee.

To Your petitioners, David Patrick and Ira Patrick, both infant sons of Ira Patrick Dec^{d}. and both of the County of Union and State of Ohio each one undivided twentieth part of said premises

proof of Publication

Filed Nov 21 1855
James Lum Clk

No 2

Recorded

NOTICE

TO Harriet Rice, James Patrick, James Fullington and Charles Fullington: You will take notice that on the ninth day of August, A. D. 1853, a petition was filed in the Court of Common Pleas of Union county, Ohio, where the same is now pending, by David Patrick and Ira Patrick, demanding partition of the following premises, situate in the county of Union, and State of Ohio, bounded and described as follows,, to wit: Beginning at a stake on the bank of the race, running thence S 8¼ W 268 poles to a stake, thence S 79 E 132 poles to a stake, thence N 8¼ E 90 13-20 poles to the road, thence with the road N 85 W 83¼ poles, thence N 9 E 132 poles to a stake, thence N 83 W 71 5-20 poles to the beginning; containing one hundred and ninety-six acres, being part of Military Surveys No's 7926 and 8414. The said petitioners demand that partition be made of said premises as follows: To said petitioners, David Patrick and Ira Patrick, each one-twentieth part of said premises; to Harriet Rice one-fourth part of said premises; to James Patrick, infant son of John Patrick, dec'd, one-sixteenth part of said premises; to Charles Fullington one-tenth part of said premises; to James Fullington & Charles Fullington jointly, thirty-nine eightieths part of said premises.

At the next term of said Court an application will be made by the said petitioners for an order that partition may be made, &c., of said premises.

I. B. ALLEN, *Att'y for Pet'rs.*

Aug 9, '53. n18w6. (pf$4,50.)

Andrew Pollock being duly sworn says, that a copy of the above notice was published on the 10th day of August and from thence six weeks successively in a newspaper called the Union Journal, and that said newspaper was then in general circulation in the County of Union, Ohio

Andrew M Pollock

Sworn to by Andrew Pollock before me, and subscribed in my presence

J. P. Fee $0.25

John Blevats J. P.

Writ of Possession

Filed Nov 23 1853
James Lum Clerk

No 3

Writ of Possession Circuit Court of Conway
Dated this 21st day of November
A.D. 1853

James Lum Clerk

Received this November 21st 1853
I have executed this writ by the putting the within
Named Commissioners ~~[illegible]~~ who to Possession
Therewith returned
November 23d 1853

Geo Milose S
Lins 100
Rehn 5
Commissioner fee 3.00
~~4.00~~

William McAlister Sheriff

The State of Ohio Union County
To the Sheriff of Union County, greeting:
We command you, that without
delay by the oaths of
Wm. B. Irwin, James Welch, and J. J. Welch
you cause partition to be made of the following
real estate, to wit, situate in the Township of
Union, in the County of Union and State of Ohio
bounded and described as follows, to wit; Begin-
ning at a stake on the bank of the race running
thence S. 8½° W. 208 poles to a stake; thence S. 79° E.
152 poles to a stake; thence N. 8½° E. 90 $\frac{18}{20}$ poles
to the road; thence with the road N. 85° W. 83½
poles; thence N. 9° E. 132 poles to a stake; thence
N. 83° W. 71 $\frac{5}{20}$ poles to the beginning, containing
one hundred and ninety six acres, being
part of military survey No. 7926, and 8414,
among the following persons, and in the following
proportions, to wit; To Harriet Rice one fourth
part; to James Patrick one sixteenth part, to
David Patrick one twentieth part; to Ira Patrick
one twentieth; to Charles Fullington one tenth
part, to James Fullington & Charles Fullington
jointly, thirty nine eightieths part, in pursu-
ance of an order lately made in our said
Court of Common Pleas, within and for the
said County of Union, in a certain petition
for Partition, wherein David Patrick and Ira
Patrick are petitioners and James Fullington et al
are defendants, and that your proceedings in
the premises you directly certify, under your hand
to our Court of Common Pleas within and for the
said County of Union, together with this writ.

Report of
Commissioners

Filed Nov 23 1853
James Lin Clerk

No 4

Pursuant to the requirements of a writ of partition from the Court of Common pleas for the County of Union State of Ohio in which we the under signed were appointed Commissioners to make partition of a part of Survey No. 7926 & 8414. amongst the Heirs of Moses Patrick late of said County. and others would report that after being sworn by the Sheriff of the County as the Law directs we examined the land discribed in said writ and are of opinion said premises are not susceptible of ~~an equal~~ partition without material injury to the premises and we Appraise said land to be worth Twenty dollars per acre all of which is respectfully submitted

November 1.3 1863.

William B. Irwin
D. D. Webb
J. M. Webb
Commissioners

Fees in the above case

Wm. B. Irwin	auditing	8.00
D. D. Webb	" "	1.00
~~Wm.~~ J. M. Webb	" "	1.00

Commissioners Report

Rice v Fullington

Ill 30
3 Tec. cc

Whereas on the 9th day of August 1853 David Patrick et. al. by Levi Patrick their Guardian filed in the Court of Common Pleas in Union Cty Ohio their Petition praying that partition be made of a certain tract of Land, in said petition described. & Whereas, at the November Term of said Court 1853. such proceedings were had that the said Court ordered that by the oaths of Wm. B. Irvin James Welch & H Welch. partition be made of said premises. and Whereas said Commissioners reported that partition of said premises could not be made without injury. and appraised said premises which contained 136 acres & 40 poles, at thirty dolls per acre & Whereas James Fullington who has an interest in said premises elects to take the same at the appraised value thereof. and Whereas the said James Fullington has this day paid me as Guardian of James R Patrick his full proportion of the value of said premises. Now therefore I do hereby acknowledge the receipt of Two hundred & fifty five dolls Twenty three cts as Guardian of the said James R Patrick in full of the said James R Patrick interest in said premises. December 16th 1853. Lydia Patrick

Hurst & Riels
Receipt

Whereas on the 9th day of Aug, 1853, David Patrick et. al. by Levi Patrick their Guardian filed in the court of common Pleas in Union County Ohio, their Petition praying that partition be made of a certain tract of land, in said Petition described, And whereas, at the November term of said Court, 1853, such proceedings were had that the said Court ordered that by the oaths of Wm B. Irwin, James Welch and D. Welch, partition be made of said premises And whereas said Commissioners reported that partition of said premises could not be made without injury, and appraised said premises which contained 136 acres and 20 poles, at thirty Dollars per acre, and whereas James Fullington who has an interest in said premises, elects to take the same at the appraised value thereof, and whereas the said James Fullington has this day paid me as Guardian of David Patrick and Ira Patrick, their full proportion of the value of said premises, Now therefore I do hereby acknowledge the receipt of Four hundred and Eight Dollars and thirty seven and a half cents as guardian of the said David Patrick and Ira Patrick, in full of the said David Patrick & Ira Patrick's interest in said premises,

December 12th 1853.

Moses P. Rice

Harriet Rices
Receipt

Whereas, on the 9th day of August A.D. 1853, David Patrick et. al. by Levi Patrick their Guardian, filed in the Court of Common Pleas in Union Co. Ohio, their Petition, asking for the partition of a certain tract of land, and whereas, at the November term of said Court, 1853, such proceedings were had that the said Court ordered that by the oaths of Wm B. Irwin James Welch and D. J. Welch partition be made of said premises, and whereas said Commissioners reported that partition of said Premises could not be made without injury, and appraised said premises, which contained 136 acres and 20 poles at thirty Dollars per acre, and whereas James Fullington who has an interest in said premises, elects to take the same at the appraised value thereof and whereas said James Fullington has this day paid me my proportion of the value of said premises; Now therefore I do hereby acknowledge the receipt of One thousand and twenty Dollars and Ninety four cents, in full of my interest in said estate.

Harriet Price

Moses P. Price

December 12th A.D. 1853

Attest
D. B. Allen

Civil/Domestic Case File

Case No. 1853-CV-0049

No. 53-cv-49

UNION COMMON PLEAS COURT.

James W. Marsh Admr.
Plaintiff

against

William Rice et al
Defendant.

APR TERM. 1857

DECREE FOR PLAINTF

Journal 6 Page 154

Record No. 7 Page 570

Ex. Doc. Page

No. 7

Case ~~No~~ ~~25~~ ~~#~~

James W Morse

vs

William Rice et al

I. 6 p 154

D. 6 p 18

D for record

Cost bill for

Filed

Recorded in

Book 7 p 570

Court Bill

Clerks fee $13 6

Sheff 3

Appraisers 3

Printer 3

The issuing and service of process in this case as to John W. Andrews Exr of Lyne Starling deceased hereby waived this 21st day of Nov 1853

J W Andrews
Exr.
by J R Swan
his atty

John Q. Adams 1/2 — 1.50
George Selden 1.50
John Mayo 1.12½ 9.25

Filed
Nov 1853
Ann Elm Clerk

Pd 1

Recorded

Allen Allen & Allen
vs
Pat Donelson

Filed Aug 9 1853
Ann Elm Clerk

Pd 1

Recorded

To the Court of Common Pleas of the county of Mion in the state of Ohio

Your petitioner James Millarsh Administrator of the Estate of Squire Rice deceased respectfully represents that the total value of the personal Estate and Effects of said deceased is nothing, that the amount of the debts owing by the deceased as nearly as they can now be ascertained amount to amount Eight hundred dollars and the amount of the Charges of Administration to fifty dollars, The personal Estate and Effects are insufficient to pay said debts

Your petitioner further represents that the said Squire Rice had an Equitable interest in the manner herein after set forth in the following lands. to wit two hundred acres situate in the county of Mion & pre said bounded as follows part of survey No. 2875 lying East of Isaac Talbots land, and North of David Neel and Abraham Leonards land and running to the Eastern line of said survey and binding thereon for quantity

That said Rice and Athens Oliphant purchased by title Bond said premises from Lyne Starling on the 10th day of March 1845 for the sum of twelve hundred dollars. as follows to wit two hundred dollars one year from the date of said Bond, and two hundred dollars with interest each year until the whole be paid = That soon after the execution of said agreement Levi Phelps as surveyor and agent of said Starling & Oliphant and Rice made a survey of said two hundred acres and they took possession of the land set off and surveyed to them by said Phelps That afterwards said Oliphant and Rice made an amicable partition of said land between

themselves, that the southern half was given to said Rice and the Northern half to said Oliphant and each took possession of his own half and said partition has been recognized by said Starling & his Executors. That said Rice has paid for his portion of said land the sum of forty five dollars on the 15th day of January 1846 and fifty three dollars and ninety cents on the 8th day of January 1847. and the balance of the purchase money of said Rice's half of said land remains unpaid. That since the time of the execution of said agreement, the said Starling has died leaving John McAndrews of Franklin County Ohio his Executor with full power to make and deliver deeds and receive payment for all his lands.

Mary Ann Rice widow of said Squire Rice after wards intermarried with your petitioner and is entitled to dower in the equitable interest of said Rice in said Lands. William Rice, Fanny Rice and Ebenezer Rice all infants of said County of Main are the only children and heirs of the said Squire Rice and have the next Estate of inheritance in the premises above described from the said decedent. Your petitioner prays that the said John McAndrews William Rice, Fanny Rice & Ebenezer Rice ~~and~~ be made parties defendants to this petition. That the dower of said Mary Ann may be duly allowed in the Equity aforesaid, the several rights liens &c of the above named defendants adjusted &c and that your petitioner may be ordered to sell said real Estate &c and such other relief may be granted as to this court may seem proper.

by James W Robinson
Atty for petr

Mon County

James W Marsh being sworn says that he believes the statements of the foregoing petition to be true

James W. Marsh

Sworn to by James W Marsh before me this 8th day of August 1853

Thos Brown J.P.

Same notice to Mr Rice. Fanny Rice. Elenzer Rice and John McAndrews

Jas W Johnson
Atty for petn

in the Clk of Mon Common pleas Ofc
1 Aug 8th 1853

37666
4518
42284
21133
$211.51

753.33
599.62
153.71

376.66

199.57
6
4.9622
19237

37666
6
22.5996
9.7668
39925

753.33

27.59
30
13.795
82770
2759
35.86

24
8
192

7175
2398
30
71754.0
31.093

3) 1130
376 1/3
360
16.66
4.34

669 186.58 100
100
186580 0 | 27.59
1338
1278
4883
3950
3345
6050

16.13.1
30
483930

27.59

Treasurers office Union Co Septr 1814
Received of the Sum of
Tax on Acres of Land Surv-d also
in full of his Cloth Tax for 1814

Treasurers office Union Co Septr the 1814
Received of

Filed April 7 1854
James Lowner clerk

Recorded

ADMINISTRATOR'S SALE.

James W. Marsh, administrator of Squire Rice, dec'd vs. William Rice, et als.

Union common pleas. Petition to sell land.

IN pursuance of an order of said court in said case, on the 6th day of April next, at three o'clock P. M. on the premises hereafter described, I will sell at public vendue the following real estate siauate in Allen township, Union county Ohio, being part of Survey No. 2875 described as follows, to wit: beginning at a sugar tree and hickory corner to Stillings' land in Dynes' line, thence with Dynes' line N 52° 50' E 171½ poles to a hickory and elm corner to Leonard & Peaver's land; thence with Peavers line N 37 W 93 poles and 13 links to a stake witness an elm and hickory; thence S 52° 50' W 172½ poles to a stake witness an elm and hickory in Stillings' line; thence with his line S 37° 45' E 93 poles to the beginning; containing one hundred acres.

Terms, one third in hand and the balance with interest in two equal annual payments. Appraised at $12 per acre.

JAMES W. MARSH,
adm'r of S. Rice dec'd.

J. W. ROBINSON, att'y.
March 2, '54.pf$3,75.

The state of Ohio Union County ss

John B Coats being duly ~~sworn~~ affirmed deposes and says that the annexed notice was duly published for more than four weeks consecutively immediately preceding the 6th day of April 1854 in the Marysville Tribune a weekly newspaper of general circulation in said County

John B Coats

affirmed ~~sworn~~ to and subscribed before me this 7th day of April AD 1854

Wm M Robinson Mayor

fee 12 cts

Received this writ August 9th 1853

Served this writ August 15th 1853 By delivering to Fanny Rice and Elnezer Rice Each a certified copy of this writ. Served this writ by leaving at the Residence of William Rice a certified copy of this writ August 15th 1853

the within Named John W Andrews Not found

Fees Mileage	35-	
Serv	95-	August 15th 1853 Returned
Copy	75	
Return	10	
	$2.15	William C Martin Sheriff

James Marsh, Admr

vs

William Rice et al

Summons

Filed August 15 1853
James Turner Clerk

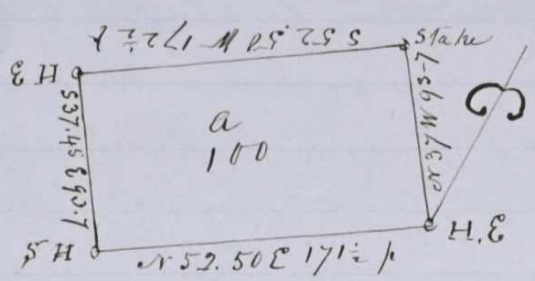
No 2

Received

The State of Ohio
Union County } ss

To the Sheriff of the County of Union
you are commanded to notify William Rice
Fanny Rice Ebenezer Rice and John N Andrews
that they have been sued by James N Marsh
Administrator of the Estate of Squire Rice decea
in the Court of Common Pleas of Union
County, and that unless they answer by the
10th day of September AD 1853 the Petition of the
said James N Marsh Administrator against them
filed in the Clerks office of said Court. Such
Petition will be taken as true and Judgment
Rendered accordingly. you will make due
return of this Summons on the 22d day of
August A.D. 1853, Witness my hand and
the seal of said Court. this
August 9 1853

James Lowner
Clerk of Court of C. P. of Union County



Surveyed March 1st 1854 one hundred acres of Land part of Survey No 2875.

Beginning at a Sugartree and Hickory corner to Stillings on Dynes ~~in Stillings~~ line thence with said Dynes line passing his corner N 52°. 50' E 171½ poles to a Hickory and Elm corner to Leonard & Peaver thence with said Peavers line N 37° W 93 poles & 7 links to a Stake witness an Elm & Hickory thence S 52°. 50' W 172½ poles to a Stake witness an Elm & Hickory in Stillings line thence with his line S 37°. 45' E 93 poles & 7 links to the beginning

Roger Poling } Chs
Joseph Poling }
James Marsh Mkr

Levi Phelps Surveyor

L Phelps Fee $1.50
Chain carriers. 1.50
$3.00

James W. Marsh Admr
Squire Rice dec'd
v
William Rice et al.

Report of Sale

Filed April 7 1854
James Lowner Clerk

Recorded

James W. Marsh Adm'r of
Squire Rice dec'd
vs
William Rice et als

Minor Commonwealth
Petition to Sell Land

In pursuance of the order of
said court in this case I gave notice of sale in
due form of law, and at the time and place
mentioned in said notice for said sale to wit on the
premises in said petition described on the 6th day
of April 1854 at three o'clock P.M. I offered
said property at public vendue, and Aldi-
son Lee having bid therefor the sum of eleven
hundred and thirty dollars, and he being the highest
and best bidder, and the same being more than two
thirds of the appraised value thereof, I struck off
and sold the same to him, for that sum of money

James W. Marsh Adm'r of
Squire Rice dec'd

1½

562 15
3372 3 1848
59588
6
357528
59588
631.63 4 1849
6
37.8978
63163
1,146 667.53 5 1850
6
40.1718
66953
70970 6 1851
6
42.5820
70970
751.82 7 1852
6
450.692
7522
797.35 8 1853
6
47.6410
797 35
844.99 9 1854
1/3
281 66
281 62
5.63 33
84499
850.62
360 00
490.62

45.08
75128
796.36 8
6
47.7816
796 36
844.18 9 1854
2/3
2814
2813
5.627
84418
847.80
360.00
$487.80
6
292.880
48780
$511.68 March 10th 1855
3586
55494
554
565.48
8 00
1.90
$575.38
24.00
599.38
434

$600
50.00
600.00
631
45
58500
590
590.95
29.5450
59095
62045
6390
55659
556
562.15
6
337290

16.00
100

James W Marsh
Adm^r

vs

Wm Rice et als

Recd Apl 10 1854 of J. W. Robinson two receipts made by L Stanley per Wm Thomas agt. acknowledging the receipt from Squire Rice January 8 1847 of $63 90/100 and January 15 1846 of $45— to be credited a note of Rice & Oliphant due March 10. 1846 given for land in Survey No 2875

J W Andrews
J R Swan Atty
for L Stanley Esq.

Recd Apl 11. 1854 of Jas W Marsh adm of Squire Rice dec'd on notes made by Rice and Oliphant to L Stanley for land in Survey No 2875, three and sixty dollars

$360

J W Andrews Esq
L Stanley per
J R Swan his Atty

James W Marsh
Admr of Squire Rice
vs
William Rice et als

Appraisment

Filed March 8 1854
James Lunn clk

The state of Ohio Union County ss
On the 24th day of February 1854 before me a Justice of the peace of said county personally appeared A. A Williams. James Wilber and Thomas Stillings ~~below~~ named and made oath that they would, upon actual view honestly and impartially appraise the real Estate of Squire Rice decease and in pursuance of the order of the court of Common pleas of said county in the case of James W Marsh against William Rice and others

signed Frank Pearl
Justice of the peace of said county

Feb 24th 1854

James W Marsh Admr. of Squire Rice dec
v
William Rice et als

Union Common Pleas
Petition to Sell Land

In obedience to the order of the said court in this case after being first duly sworn and upon actual view of the premises in the said petition described we the undersigned appraisers do estimate the real ~~estate~~ described in said petition unincumbered at twelve dollars & ~~cents~~ per acre

Fees
Each, one day $3.00
Certificate & oath of appraisers 25
$3.25

Amos A. Williams
James Wilber
Thomas Stillings
Appraisers