Civil/Domestic Case File
Case No. 1853-CV-0050

No. 53-CV-50

# Union Common Pleas Court.

Daniel G Stone
Plaintiff,

AGAINST

Charles Mullenstel
Defendant.

APR TERM. 1854

Dismissed

Journal 5 Page 305

Record No. No Record Page

Ex. Doc. A Page 453

Law 24

Daniel G Stone

vs

Charles Miller Etal

Cert Bill Made

No Record

10

Daniel G. Stone
v.
Charles Miller Jr.
Charles Miller Sen.
& William Miller

Petition

Filed August 9 1853
James Turner Clerk

A Dougherty
Atty for Plaintiff

Daniel F. Stone
vs
Charles Miller Sen
Charles Miller Jun
William Miller
John Baker

Court of common pleas of Union County

Petition

The Plaintiff says that on or about the twenty fifth day of July Eighteen hundred and fifty three the Defendants contriving to injure the Plaintiff did urge and persuade the Plaintiffs wife to leave him and absent herself from his house and service, to remain away and not live with the Plaintiff and that the Defendants did take the Plaintiffs wife and force her to remain at the house of Defendants, and refused and prevented her from returning back to live and cohabit with the Plaintiff and that he was thereby damaged and says he has sustained damage to the amount of five hundred Dollars for which he asks Judgement (By J. Dought his attorney)

State of Ohio
Union County } Daniel F. Stone being sworn says that he believes ~~of the foregoing Petition~~ statements of the foregoing Petition to be true

his
Daniel F. Stone
mark

~~Subscribed~~ Sworn to by Daniel F. Stone before me this 9th day of August 1853

James Swan Clerk

Daniel F. Stone
vs
Charles Miller Sen
Charles Miller Jun
& William Miller

Issue a summons returnable according to law.

Amount claimed $500.00 Dollars.

J. Dought attorney for Plaintiff

Daniel G Stone
vs

Charles Miller sen
Charles Miller, Jun
William Miller &
John Baker

Summons

Filed August 11 1853
James Downer Clerk

Received this writ August 9th 1853
Served this writ August 10th 1853 by leaving at
the Residence of each of the within Persons a certified
Copy of this writ
August 11th 1853

Fees Mileage 60
Serving 95
Copy & Return 1.00
5
$2.60

William L. Alain Sheriff

The State of Ohio
Union County ss

To the Sheriff of the County of Union Greeting

you are commanded to notify Charles Miller sen Charles Miller Jun William Miller and John Boker that they have been sued by Daniel G Stone in the Court of Common Pleas of Union County. and that unless they answer by the 18th day of September AD 1853. the Petition of the said Daniel G Stone 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 AD 1853.

Witness my hand and the seal of said Court this August 9th 1853

James Turner
Clerk of Court of C. P of Union County

Daniel G Stone
vs
Charles Miller et al
Demurrer

Filed Sept 10 1853
James Turner Clerk

Daniel G Stone
against
Charles Miller sen
Charles Miller jr
William Miller and
John Baker

Demurrer

The Defendants demur to the Petition for the following causes

1st " The Court has no jurisdiction of the subject of the action, in said Petition described, there being no such injury defined and recognized by the Statute of the State of Ohio, under which said action is commenced.

2nd " The Petition does not state facts, sufficient to constitute a cause of action.

3d " The said Petition is not sufficiently verified by the affidavit, of the ~~Plaintiff~~, in this, that it does not appear that the same was signed in the presence of the officer before whom it was sworn to.

By J Bloats Atty
for Defendants

Civil/Domestic Case File

Case No. 1853-CV-0051

Law 39

Mary K Cornahan

vs

John Cornahan

Cert lice made

Recerd

1856

Union Com Pleas

Mary R Carnahan

vs

John Carnahan

Petition

Filed August 17 1853

James Lowmer Clerk

No 1

Manton & Allison

& O. Cairy

Mary R Carnahan Plaintiff
against
John Carnahan Defendant

Court of Common Pleas
of ~~Union~~ Union County, Ohio

Mary R Carnahan Plaintiff and Petitioner, states that on the 25th day of October A.D. 1852 she was legally married to John Carnahan, defendant. That at the time of said marriage the Petitioner had a farm containing sixty eight acres mostly improved and worth some $2,000 which had been the property of her former husband, and which at his death descended to her infant child Virginia Silvers ~~aged~~ aged twelve years on the 17th day of May 1853, subject to the dower of your Petitioner. That she resided on the farm during her widowhood, and continued to reside thereon with the said John Carnahan after her marriage and until their separation which took place on or about the 15th day of March 1853. That during her said Coverture with the defendant he appropriated nearly all of the proceeds of said farm to his own use, together with some $500. worth of personal property belonging to your Petitioner at the time of said marriage when it went into the possession of the defendant, and was squandered in his hands. That at the time of the separation aforesaid the defendant clandestinely and fraudulently left your Petitioner without proper cause finally, to parts then unknown to Petitioner, and has not since returned, but remains absent without the fault of your Petitioner. That he has grossly neglected his duty to your Petitioner, by neglecting to provide necessary food, raiment, medicine, fuel &c, and by grossly neglecting the marital duties towards your Petitioner in every particular which he still continues to do. That your Petitioner is a bona fide resident of the County of Union

and has been for several years last past. That your Petitioner has been informed and believes that the defendant is now residing in Shelby County, Ohio. That he has means as your Petitioner is informed to furnish her necessary support.

Your Petitioner therefore asks alimony, and the dissolution of said marriage contract, and that she may be restored to her former name of Mary R Silver. And specially for the allowance of alimony during the pendancy of this suit &c.

By O. Curry &
Stanton & Alison Her Attys.

The State of Ohio, Marion County ss.

Mary R Carnahan being duly sworn says that the foregoing statements are true as she verily believes.

Mary R Carnahan

Sworn to before me this 19th day of August 1853 by the above Mary R Carnahan, plaintiff, who subscribed the same in my presence.

James Turner Clerk
of Com Pleas Mar Co Ohio

Mary Comahan
vs
John Comahan
Suit for Divt

Served this writ by Reading to
Norma Lawrence November 10th 1853
Fees demanded and not Paid
Served by Reading to Daniel Bill and
William Pipson November 12th 1853

| | |
|---|---|
| Fees Milage | 40 |
| Fees | 37½ |
| Return | 5 |
| | 82½ |

William C Martin Sheriff

Filed Nov 17 1853
James Lane Clerk

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon David Gill, William C Piper & Rosanah Lawrence

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendant

in a certain controversy in said Court depending, wherein Mary Carnahan

is Plaintiff, and John Carnahan

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 10 day of November A. D. 1853

James Turner Clerk.

Filed Nov 17 1853

James Lynn Clerk

Mary R. Carnahan
vs
John Carnahan

Petition for Divorce

Issue subpoena
for Franck Garnwood, E. S. Reynolds
& Lewis Crow, Adam Rouse, ~~Mason~~
& ~~Gill~~, Wm Pipes to testify for Petitioner.

Stanton & Allison
Attys for Petitioner.

Mary Carnahan

vs 3 D

John Carnahan

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Prec for mts

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Filed Nov 10 1853
James Lunn Clerk

Mary Carnahan
vs
John Carnahan

Union Common Pleas
petition for divorce

To the clerk of
Union Com Pleas
Nov 9th 1853

Issue subpoena for David
Gill, William C Piper, Rosan
nah Lawrence witnesses
for defendant

J W Robinson
Defts Atty

John Carnahan

vs

Mary R Carnahan

Answer

Filed Oct 14th 1853

James Lynn Clerk

No 2

The answer of John Carnahan defendant to the Petition of Mary R Carnahan for divorce

The said John Carnahan now comes and for answer unto the petition of the said Mary R Carnahan says that it is true that he was married to the said Mary R Carnahan as set forth in said petition, and that he left the premises on which said petitioner now resides and upon which she & this respondent lived during the time they cohabited with each other but this respondent positively denies the charge that he was or has been guilty of neglect as alleged in said petition, and says further that it is true that he during all of the time he lived with the petitioner did perform faithfully all of the duties which became him as the husband of the petitioner and further says he would have continued to live with her and provide for her, but that the said petitioner was guilty of gross neglect towards this respondent during all of the time they lived with each other in this that she refused to permit this respondent to attend to and manage the business which legitimately belonged to him, also in this that she treated very badly the children of this respondent which were minors living with them; also in this that she during almost all of the time was filthy and grossly careless in the dress of her person: Also in this that she neglected to prepare food for this respondent, herself and our family as was her duty as housekeeper

This respondent further saith it is not true that he consumed or used for his own benefit or profit or squandered any of the property of the petitioner; but that he has paid all of the debts contracted by himself and said petitioner during their said coverture, from his own individual funds; that when this respondent left the said petitioner he took with him one horse which was purchased with the petitioners funds but which he took for the purpose of indemnifying himself for money which he expended of his own upon the premises which then and now belong to said petitioner and her daughter Virginia; that he never has taken any of her property and desires none of it, if said petitioner will not molest him or take any of his property for her own use and benefit. This respondent says he is not wealthy, and having a large family to depend upon him for their maintenance, education and support, ~~by industry and economy~~ his and being unable to continue to live with the said petitioner with his family, said respondent did abandon the said petitioner, and desires by his industry and economy to live in peace with his family.

This respondent therefore prays that this answer may be taken as a cross Bill, and that this court may grant to this respondent a decree dissolving said marriage contract, on account of the gross neglect of duty of the said petitioner towards this respondent;

By J. W. Robinson
Atty for Defd

Civil/Domestic Case File

Case No. 1853-CV-0052

No. 53-CU-52

# Union Common Pleas Court.

Eliza Miller
Plaintiff,

AGAINST

David Miller
Defendant.

APR TERM 1854

DECREE FOR PLAINTIF

$600

Journal 5 Page 218 (318)

Record No. 6 Page 699

Ex. Doc. A Page 429

Law 26

Eliza Witter
vs
David Witter

cost Bill made
Record

~~12~~

Eliza Mitter

vs

David Mitter

petition

Filed August 20 1853
James Lowner Clerk

1

Recorded

Copy

J W Robinson

1 of 1

Eliza Nitter plaintiff — Court of Common Pleas
against — of Union County Ohio
David Nitter defendant

Eliza Nitter plaintiff and petitioner states that on the 29th day of June AD 1839 she was legally married to David Nitter defendant; That at the time of said marriage the said petitioner had a large amount of property worth about seven hundred dollars; That she resided in the county of Union in the state of Ohio at the time of said marriage and ever since then resided and now resides in said County of Union; That on the 11th day of February AD 1849 the said David Nitter defendant unlawfully and willfully and without any good or reasonable cause left the said Eliza Nitter the plaintiff and went to the County of Logan in the State of Illinois, where he now resides; That during the last four years the said David Nitter defendant has without any good cause continued to willfully absent himself from said Eliza Nitter plaintiff — That during the time the said David Nitter continued to live with said Eliza Nitter plaintiff, the said plaintiff had a daughter (now aged about thirteen years and named Eliza Nitter) the issue of their joint bodies — That since the said 11th day of February 1849 the said David Nitter has never returned to live with said Eliza but during all of the time since that period has willfully absented himself from her, and now lives in said Logan County where his post office address is Mt. Pulaski in said County

That your petitioner is a bona fide resident of said County of Union and has been for several years last past = That your petitioner Eliza Ritter has had the possession and the care of their said daughter Eliza and has taken great care to instruct and Educate her = That said Daniel Ritter defendant has a large amount of property and has ample means to furnish her necessary support

Your petitioner therefore asks Alimony and especially asking the custody of the petitioner and the dissolution of said marriage Contract, and that said Child Eliza may continue in the possession of your petitioner

by James W Robinson Her Atty

The state of Ohio, Union County ss

Eliza Ritter being duly sworn says that the foregoing statements are true as she verily believes

her
Eliza mark Ritter

sworn to before me this 20th day of August 1853 by the above named Eliza Ritter plaintiff who subscribed the same in my presence

James Turner Clerk

Filed Nov 15 1853
James Lum Clerk

2

Recorded

## NOTICE.

Eliza Witter
against
David Witter.
} PETITION FOR DIVORCE.

DAVID WITTER will take notice, that on the 20th day of August, 1853, in the Court of Common Pleas of Union county, Eliza Witter of Union county, Ohio, filed her petition against him, the object and prayer of which petion is, 1st, a dissolution of the marriage contract made between them in June, 1849; 2d, alimony for her and their child Eliza's support; and 3d, that their daughter Eliza may continue in the possession of the petitioner. The cause of divorce in said petition alleged is, wilful absence more than three years.

JAMES W. ROBINSON,
Plaintiff's Attorney.

August 31, 1853.-6w.

Pd $3.50.

I hereby certify that the annexed notice was published in the Marysville Tribune weekly for six consecutive weeks subsequent to the 31st day of August 1853.

Alex Hamilton
Publisher Marysville Tribune

Sworn to and subscribed before me this 15th day of Nov A D 1853. Jno M Robinson Mayor
Fee 25 cts of the Town of Marysville Union Co Ohio

Eliza Witter
vs
David Witter

Sub poena

Filed April 10 1854
James Lewis Clerk

Received this writ by Sheriff to Anthony Monroe
Indorsement Keys
Returned Sworn to and subscribed before me
April 6 1854 Jno Baker Clerk
Fees not paid

Fees Mileage 1.00
Serv 87½
Return 50
1.92

Witness to Notice Hall

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Anthony Moron, Andrew Keyes Benjamin Gordon, J. O. Baker John Conner William Walk & R. P. Mann

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 Elizee Witter is Plaintiff, and Davice Witter 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 30th day of March A. D. 1854

James Turner Clerk.

Eliza Miller
to
Daniel Miller

Writ for Lev'f

Filed Nov 11 1853
James Lowe Clerk

Served this writ by reading to each of the within named persons November 11th 1853

Fees Milage 75
Levis 87½
Return
$ 1.62½

William C Maher Sheriff

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon Anthony Moran Andrew Keyes Benjamin Gordon J. O. Baker. John Conner. Enoch Burroughs & R P Mann

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Eliza Witter is Plaintiff, and David Witter 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 10 day of November A. D. 1853

James Turner Clerk.

Filed April 12 1854
James Turner Clerk

Levied this writ by Delivering to Enoch Burris & Col O Baker
April 12th 1852 Col O Baker Demanded his fees & Paid
Levied by Delivering to Oliver Kenedy April 11th 1852 he
Demanded and not Paid

| | | |
|---|---|---|
| Fees | Milage | 25 |
| | Serv | 37½ |
| | Retn | 5 |
| | | 67½ |

William C Maclin Sheriff

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon Enoch Burroughs & Oliver Kennedy J. O. Baker

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 Eliza Ann Witter is Plaintiff, and David Witter 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 12 day of April A. D. 1854

James Turner Clerk.

Eliza Witter } Petition for Divorce.
vs.
David Witter } Cause assigned.
Wilful absence for 3 years.

Anthony Moran.

Son of Plaintiff. Lived with the Mother at the time of marriage — her personal property was worth 5 or 600 $ — Had a right of Dower in a farm of 130 acres. He moved on one place a time & then they moved onto a farm of his in the year 1840. He left her in 1849. Last in February. She was sick confined to her bed at the time. Had not been healthy for 4 or 5 years. When he left her she was destitute — had not the things to make her comfortable — had 3 children of her own — 20 — 17 & 14 all living at home. Her Mother lived with her she was 73 years old & was unwilling to go west. She told him if he would pay her debts she would go with him. He didn't pay them.

Cross. He went west first in 1845. Her health was very bad & she thot she was not able to stand the trip. He asked her to write him & she said if he would pay her debts &c & health he would write. He left her in poor circumstances — her health has not been good.

Esq. Reyes. She is a woman of very delicate health. She got little household affairs on her own accounts. She has supported herself.

Cross Examined. Had difficulties but don't know whether he broke down.

Dr Baker. She was in bad health when Witter wanted her to go west in 48 or 9 — he counseled me & so did she & I advised both of them that she was not able to go — Her health has been poor for five years.

John Conner. Lived poor. No things but hers.
Lived equally together. Crops.

Enoch Burrows.

I know that last summer he had 80. 40. & 20 acres. the 40 acres being in corn. In the fall of 1848 they came to my house & made a deed. In the winter she was taken sick & she told me she was sick & he didn't think she would ever get well. & he must leave it was coming spring. 60 acres improved & a new frame house. Had no floors or chimneys in it. Land in Illinois worth $12. per acre.

Doctor Mann. A year ago last July he told me his property in Juliett was worth $4,000.

Cross Examined. I heard her say in substance that she didn't want to go with her husband, & have in substance either from her or others as the reason that she feared she would not be maintained.

Mr Moran.

Evidence for Defence.

Mr Wilcox. Crops

Mr B. Cole. They were married 1839. $ [illegible]

Elija Mitter
vs 38
David Mitter

Prec. for Mts

Filed Nov 10 1853
James Lyons Clerk

Eliza Witter vs David Witter

Union Common Pleas
petition for divorce

Issue subpoena for Anthony Moran, Andrew Keyes, Ben. Gordon, J. O. Baker, John Connor Enoch Burroughs, R. P. Mann
as witnesses for the petitioner

To the clerk of Union Com Pleas
Nov 9th 1853

James W Robinson
Pltffs Atty

E Witter
vs
D Witter
Sub for Deft

Filed April 13 1854
James Turner clerk

Service the writ by leaving a
copy with Warner Lorenthan
Pltffs Attorney April 13th 1854

Fee allowance case paid

Fees
Mileage 55
Return 125
5
1.25

William Lathan Sher

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon Jonathan Wilcox

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.,~~ to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Eliza Witter

Plaintiff, and Daniel Witter

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 12th day of April A. D. 1854

James Turner Clerk.

Eliza Mitter
v
David Mitter

Precipe mts

Filed March 30 1854
James Lunn clerk

Eliza Witter
vs
David Witter

Union Common Pleas
Pet for Divorce

Issue subpoena for Anthony Moran
Andrew Keyes. Ben Gordon. J.O. Baker, John
Connor Wm Walk & R P Mann witnesses for the
petitioner

James W Robinson
Pltffs Atty

To the Clerk of
Union Common Pleas
March 29th 1864

David Witter
vs
Eliza Witter

Answer in divorce

Filed April
13 1854
James Lee Clerk

3

David Witter } Court of Common Pleas. Muskingum Co. Ohio.
vs
Eliza Witter.

David Witter now comes and answers the Petition of the said Petitioner, and admits the marriage as alleged in the Petition, and the birth and of a daughter as stated; That it is also true that the said Petitioner had Personal Property, as well as a Home Estate in Lands and tenements, owned by her first husband,

That at the time of the marriage with this Defendant, the said Petitioner well knew that that it was the intention of this Defendant to remove to the state of Illinois where this Defendant owned some wild Lands. That about the time of the marriage this Defendant met with some losses in business, and it became a matter of necessity, if this Defendant had any future that he should emigrate to a new Country, and try to improve his fortune by the improvement of his Lands in Illinois; It was a matter agreed upon at one time that such Change of residence should be acceptable to the Petitioner.

That after the marriage with Petitioner Defendant went to live with the Petitioner at her Old Home with her Children by a former husband, difficulties grew up between the two families, which induced this Defendant to abandon that mode of living, and return to his Own Premises, Soon after this time, the wheel of fortune Effected the Home of this Defendant to sale for his debts, and he has sold out. He then renewed his wishes to the Petitioner to remove with him to Illinois, and made preparation for removing. The Petitioner at this time refused to comply with the reasonable wishes of this Defendant in that behalf, and manifested an estrangement of feeling which induced this Deft. to leave without her, after her absolute refusal to go; Defendant however obtained from Petitioner a promise that at some future day, after he had

made improvements upon his property in Illinois that she would go with him to Illinois; that during the period of about One year, from 1845, to 1846, Lyst complained with the Petitioner, and in conformity with the mutual understanding, the Cause went, to Union Co with the reasonable Expectation that the Petitioner would accompany him to his Home in Illinois, when he Came Petitioner remained with her Husband but declined returning with him, without any reasonable Excuse Defendant notwithstanding disappointed, returned to Illinois with the promise from Petitioner that at some future day she would, Consent to abandon the domicil which attached to him as a Life, and would go with this Defendant to Illinois, accordingly some time in the year 1848, Lyst returned again to Ohio for the Petitioner, Cohabitation again postponed with some previous Excuse, for the Omission of the Petitioner to this change her domicil as a wife, Lyst then again encouraged that the Petitioner would at some future day return to his domicil; And some time afterwards, Lyst being unwilling to abandon all hope of living with the Petitioner, sent his son with a wagon to Union Co, with the reasonable hope and regret that the Petitioner would Come to Illinois Cohabit with this ~~Petitioner~~ Defendant; Defendant is informed that the Petitioner actually refused to join this Defendant in Illinois, and intimated her intention to abandon him as her Husband, from that time there has been no Correspondence between the Parties Defendant during any intention of abandoning the Petitioner as his Life until he last received as aforesaid in 1848, and he was forced to that painful Conclusion by the acts of the Petitioner as above stated,

Defendant has permitted the Petitioner to have and use her Own property and income without any interference from him.

which has been a remarkable support for her. The Pet is a healthy energetic woman, and well capable of taking Care of herself.

Respondent submits that under all the Circumstances detailed in this Cause, and the Evidence of which he has produced at Bar, that the Petitioner has been in fault, and has not done her duty, as she was bound to do, by virtue of the Marriage bond, and that of a Cause of divorce exists. It is this Respondent that has the honour to ask the action of this Honourable Court, and to the end that justice may be done in the premises Respondent prays that this his answer may be taken as a Cross Bill; and that this Hon. Court will grant him a divorce, for the Cause in consequence of the wilful and unfortunate absence of the said Petitioner from this Respondent, for a period of more than three years.

By Senator Hoare
Atty for Petitioner

Ira C Johnson vs Wm Burroughs } In Chancery / In Union Com Pleas

Enos Reed vs Thomas Longstreet } Union Com Pleas

The Clerk of Union Com Pleas will pay J Bloats the appraisers fees due me in the above cases.

April 11th 1854.

Amos A. Williams

1853-CV-52

Filed Nov 22-1853
James Lum Clerk

## NOTICE.

Eliza Witter against David Witter. } PETITION FOR DIVORCE.

DAVID WITTER will take notice, that on the 29th day of August, 1853, in the Court of Common Pleas of Union county, Eliza Witter of Union county, Ohio, filed her petition against him, the object and prayer of which petion is 1st, a dissolution of the marriage contract made between them in June, 1849; 2d, allimony for her and their child Eliza's support; and 3d, that their daughter Eliza may continue in the possession of the petitioner. The cause of divorce in said petition alleged is, wilful absence more than three years.

JAMES W. ROBINSON,
Plaintiff's Attorney

August 21, 1853.-6w.

$2,50 Printer fee

Eliza Witter vs David Witter } P. C. Hamilton being duly sworn says that I am publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County Ohio, and that the annexed notice was published for six consecutive weeks subsequent to the 29th day of August 1853

P. C. Hamilton

Sworn to and subscribed in open Court this 22d day of Nov 1853

James Linn Clerk

| | | |
|---|---|---|
| | Malin | 22 |
| | 76 | 50 |
| | 167 | 66 |
| 19 | 192 | 44 |
| | 67 | 44 |
| | 92 | 4 |
| | 32 | 32 |
| | 6,06 | 20 |
| | | 100 |
| | | 47 |
| | | 400 |
| | | 42 |
| | | 28 |
| | | 110 |
| | | 10 |
| | | 9,65 |

Virginia Wilkes
Deposition

300

80
130

said Wilber left

5th Q8. Did Eliza Wilber said David Wilbers wife aid and assist both by labor and the use of her property to support the family during the time that said David Wilber and wife lived together

Answer she did Mr Walke rented said Wilber some land to make the crop said Eliza Wilber done sewing for me for which I paid her in provision said Mrs Eliza Wilber also took in weaving from the neighbors and worked & labored as industrious & economical women generally do

6th Q9 Did you ever hear David Wilber say that his wife Eliza Wilber provided for the family

Answer I was there one evening on a visit and at supper time David Wilber said that his wife done the providing for the family this year and we have not many nick nacks

Virginia Walke.

I Andrew Keyes a Justice of the peace in and for the Township of Union in the County of Union State of Ohio do hereby certify that the above named Virginia Walke was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by her subscribed was reduced to writing by me and was taken at the time and place specified in the inclosed notice in testimony whereof I have hereunto set my hand this 15th day of March AD 1854 Andrew Keyes, J. P.

Depositions of witnesses taken in a cause pending in the court of Common pleas of Union County State of Ohio Wherein Eliza Witter is plantiff and David Witter is defendant and for said plantiff in pursuance of the notice hereto attached and at the time and place therein mentioned the plantiff being present

Virginia Walke of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes as follows

1st question Are you acquainted with the parties to this suit

Answer I am

2d question Do you recollect when David Witter & Eliza Moran were Married

Answer I think about fifteen years ago

3dqs Do you know how long since David Witter left Eliza Witter his wife and went away to Illinois

Answer I think abot five years last July

4thqs What condition was Eliza Witter in and the state of her health when said David Witter left her

Answer She was very sick could not set up; she had a Blister on her side I assisted in dressing the blister on the day that

Elizabeth Harrington
Deposition

Deposition her subscribed was reduced to writing by me and was taken at the time and place specified in the enclosed notice
In testimony whereof I have hereunto set my hand this 15th day of March AD 1854

Andrew Keyes, J.P

Costs on this deposition

| | |
|---|---|
| swearing one Witness | 04 |
| writing this deposition | 53 |
| Mileage | 30 |
| | 87 |

Costs on Mrs Walker deposition

| | |
|---|---|
| swearing one Witness | 04 |
| writing her deposition | 47 |
| Mileage | 20 |
| | 71 |
| amt Brot down | 87½ |
| | 1,58½ |
| the two witness fees | 1,00 |

Deposetions of Witnesses taken in a cause pending in the Court of Common pleas of Union County State of Ohio Wherein Eliza Witter is plantiff and David Witter is defendant in pursuance of the notice hereto attached and at the time and place therein mentioned
Anthony Moren being present as agent for the plantiff

Elizebeth Harrington of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes as follows
1 question Are you acquainted with the parties to this suit
Answer I am
2 q3. Do you know when David Witter and Eliza Moren were married
Answer I dont recollect the time I think some fourteen years ago
3d Do you know how long ago David Witter husband of Eliza Witter left his wife & family and went away
Answer I think as much as five year ago
4to Do you know how David Witter provided for the family while he lived with his wife Eliza Witter
Answer at one time when they were living together on the Moren farm Mrs Eliza Witter was sick and I lived in the family about three months Mr Witter during the time

~~she was sick without Mr Witter to get something to~~
~~live on~~
his wife was sick refused to get any thing for her or the family to live on and they were destitute of sufficient provision to get a meal of victuals at that time of her Eliza Witter sickness David Witter picked up the principal part of the cupboard ware and many other things so that the family were very destitute and moved them down on his farm and went to keeping house with his girls and said Witter provided nothing more for the family while I was there except some seven or eight pounds of beef and during this time the neighbors brought provision & gave to them to prevent them from suffering also at one time said David Witter was there and told his wife that there was flour for sale in Warren at about $3 or 3.50 per bbl. the deponent says she offered to give one dollar towards giving a bbl of flour for his wife and requested him the said Witter to give some thing for the same purpose but said Witter refused to give any think towards giving a bbl of flour for his wife
~~also at this time Witter left her down away~~
~~all the hogs~~

Albert
Andrew Hayes } Elizabeth her X mark Harrington

I Andrew Hayes a Justice of the peace in and for the township of Union in the County of Union state of Ohio do hereby certify that the above named Elizabeth Harrington was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing

Civil/Domestic Case File

Case No. 1853-CV-0053

Civil/Domestic Case

**1853-CV-0053**

located with

District Court Case

**1854-DC-0002**

Civil/Domestic Case File

Case No. 1853-CV-0054

No. 53-CU-54

# Union Common Pleas Court.

Wm Winegar

Plaintiff,

AGAINST

Daniel Zucke

Defendant.

NOV TERM. 1853

Discontinued

Journal 5 Page 267

Record No. No Record Page

Ex. Doc. A Page 402

14 Union County Com. Pleas

William Wynegar
vs
Daniel Zucke

Petition

Filed August 31 1853
James Turner Clerk

J. B. Allen

William Wynegar = Plaintiff
vs
Daniel Zucke Defendant

Court of Common Pleas of Union County Ohio

Petition

William Wynegar, Plaintiff, of the County of Union State of Ohio, complains of Daniel Zucke Defendant, of said County and State as follows: The Plaintiff says that he is the owner of a certain tract of land in the Township of Claibourn in said County of Union and State of Ohio and on the waters of a stream called Fulton creek on which he has resided and been the owner of, continuously ever since about the Tenth of July A.D. 1843. That the Defendant about the year 1845 or 1846 rerected in and across said Fulton Creek, in said Union County Ohio and in the vicinity of the residence of the Plaintiff a mill dam, which he has kept up, continued and supported ever since, causing the water of said creek to become stagnant, thereby causing the air to become impure and unhealthy, and producing sickness to the Plaintiff and his family, in consequence of which the Plaintiff has been at great expense for medical attendance, and also was greatly damaged in loss of time of himself and family, and says he is otherwise damaged by reason of the continuance of said mill dam. And says that he has sustained damaged to the amount of five hundred Dollars Therefore he asks judgment for five hundred Dollars.

Union County Claibourn Township
William Wynegar being sworn says that he believes the foregoing statement to be true

William Wynegar

Sworn to and subscribed by William Wynegar before me this Aug. 24. 1853.

John M. Bellerwain J. P.

J B Allen atty for Pltff

William Bynum
vs
Lewis Fuchs
Det for rent

Filed Nov 22 1853
James Lyon Clk

Served this writ by leaving at the residence of I R Smith a certified copy of this writ November 21st 1853

Fees Milage 25
Serv 12
Return 5
42

William C Maher Sheriff

**THE STATE OF OHIO, UNION COUNTY, SS:**

To the Sheriff of said County, Greeting:

We command you to summon *J R 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 *third* day of next term, at *8* o'clock, A. M., to testify and the truth to speak on behalf of *the Plaintiff* in a certain controversy in said Court depending, wherein *William Wymer* is Plaintiff, and *Daniel Tucke* 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 *17* day of *November* A. D. 185*3*

*James Turner* Clerk.

William Wynegar
vs
Daniel Zucke

~~Filed Nov 14 1853~~
~~Jacob Lin Clerk~~

Deposition
taken by John M.C.
Mylvain J.P.
Cost Bill made
No Record

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

Being by request of
Plaintiffs attorney
Nov 14 1853
Jacob Lin clerk

Stella sworn
to by me
John M. C. Mylvain

I acknowledge service in the within November 14th 1858

J. C. Langley Atty for Defendant

Filed Nov 14 1853

James Lunsford Clerk

| | |
|---|---|
| 22 | |
| 48 | |
| 30 | |
| 4 | |
| 12 | |
| 26 | |
| 16 | |
| 47 | |
| 2,60 | |
| | 1,37 |
| | 45 |
| | 16 |
| | 2,11 |
| | 13 |
| | 4 |
| | 52 |
| | 20 |

William Wynegar Pltff. } In Union Com. Pleas
vs
Daniel Zucke Deft.

The Defendant will take notice that the Plaintiff will offer himself as a witness in the above case.

Nov. 14th 1853. J B Allen Atty for Pltff.

William Hynson
to
Daniel Zucke
Summons

Filed Sept 12 1853
James Dunn Clerk

Allen Cts
for Defd

Received this writ August 31st 1853
Served this writ September 10th 1853
By delivering to Daniel Zucke a certified copy of this writ

September 12th 1853

| | |
|---|---|
| Fees Milage | 90 |
| Serv | 35 |
| Copy | 25 |
| | 150 |

W C Mulvin Sheriff

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Daniel Zucke

that he has been sued by William Wynegar

in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of October A. D. 1853 the Petition of the said William Wynegar against him filed in the Clerk's 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 12th day of September A. D. 1853

Witness my hand and the seal of said Court, this 31st day of August A. D. 1853

James Lurvier ~~JAMES TURVER.~~

Clerk of Court of Common Pleas of Union County.

Filed Nov 17 1853

James Lucas Clerk

David Payne Pltff.
vs
Daniel Lynch Deft.

Court of Com Pleas
Union County Ohio

Issue a Subpoena for J. R. Smith
in this case.

To the Clk of Com Pleas of Union Co.

November 17th 1853.

S B Allen Atty for Pltff.

Filed Nov 22 1853
James Lynn Clerk

Whereas there is pending in the Court of Common Pleas of Union County, Ohio, a certain case of Nuissance wherein David Payne is Plaintiff and Daniel Zucke is Defendand, Be it remembered that we the said David Payne and Daniel Zucke, have this day entered into ~~the following~~ an agreement as follows. the said David Payne agrees to withdraw said suit, and pay the cost in said case made by him, the said Daniel Zucke agrees to pay the costs in said case made by him, that is to say each party agrees to pay his own cost, and that the said suit be dismissed Daniel Zuck

November 21, 1853. David Payne

Union County } Daniel Zeck being sworn
State of Ohio } says that he believes the statements of the
foregoing petition answer to be true

Daniel Zeck

Sworn to before me and subscribed in my presence this
11th day of November AD 1853.

Wm M Robinson Mayor
of the Village of Marysville
Union County Ohio

Nilla Yarger
against
Daniel Zeck

Answer to the
Petition

Filed Nov 12 1853
Jas Linn Clerk

No Defense
for Defendant

William Wyanegar
against
Daniel Zuck

Court of common pleas
of Union County

Answer

1st The Defendant answers the Petition, and says that he is the grantee of the lands and tenements upon which, the said Mill, and Milldam, is erected, and that the same was erected, on said lands long, before he came into possession of it, and that the Plaintiff acquiesced, in its erection and continuance, as such Mill, and Milldam for the benefit of the people of that neighbourhood for Mill purposes.

2d " Defendant further answers and denyes that it is a nuisance, or that by means of said Dam being erected, it has ~~poisoned~~ the waters to become stagnant ~~the Atmosphere around~~ and rendered the air impure and unhealthy, and produced, sickness, or, fevers, and Agues, and that it is no sickly now than it was before the dam was erected,

3d " Defendant further answer, petition of Plaintiff and says he was not notified by Plaintiff to remove said Dam, or let the waters off, before the Plaintiff brought his suit to recover damages for its continuance, as a Nuisance but on the contrary that Plaintiff advised him not to remove the dam, so as to let the waters off, as it would be the means of more sickness than it otherwise would be, and at Plaintiffs request and instance, the dam was left, and not removed,

4th " And Defendant further denyes that Plaintiff is damaged by means of the said Milldam producing sickness, fevers and Agues.

[illegible]
Defendant

I hereby acknowledge service of the within
Nov. 11. 1853 S. H. Allen
Atty for Pltff

Filed Nov 12 1853
James Downer Clerk

William Wyanegar
against
Daniel Zueck

In Common pleas

The Plaintiff will take notice that the Defendant Daniel Zueck will offer himself as a witness in the above case.

November 11th 1853.

~~William Wyanegar~~
Daniel Zueck.

Daniel Yuck
ads.
William Wynegar

plea
Demurrer

Filed Sept 26 1853
James Turner Clk

J. C. Dougherty
atty for Defendant

Daniel Yuck } In Union Common pleas.
vs.
William Myers } The said Daniel Yuck Defendant by J. C. Doughty his attorney, says that the Petition is not sufficient in Law. And the Defendant shows to the Court. The following Causes of Demurrer to the Petition (That is to say) 1st The offence set forth in the Petition, is a public nuisance. And not a private Nuisance. if a nuisance at all. 2d The Plaintiff does not set forth in his Petition, that Notice was given to the Defendant to abate the nuisance before the commencement of his action or suit. (As the Defendant is the grantee of the property) 3d The Petition is not subscribed or signed by the Plaintiff or his attorney. 4th The certificate of the officer before whom the affidavit was taken does not show it was signed in his presence. As the Petition is in other respects uncertain and insufficient

By J. C. Doughty Atty
for Defendants

Deposition of a witness taken in a cause pending in the Court of Common Pleas of the County of Union and State of Ohio, wherein William Wynegar is Plaintiff and Daniel Zucke is Defendant, and for said Plaintiff in pursuance of the notice hereto attached and at the time and place therein specified. The said Plaintiff being present.

Mary Taylor of the county of Union of lawful age, being first duly sworn by me as hereinafter certified, depose as follows.

Ques 1st Do you reside in the neighborhood of Daniel Zucke, the Defendant.

Ans — I do

ques How long have you resided in said neighborhood-

Ans. two years next february

Ques. Is Daniel Zucke the owner of a mill on the stream of water called Fulton Creek

ans yes sir

Ques. State whether he has a milldam built in and across said Fulton creek

ans yes sir he has

Ques. State whether said milldam causes a pond of water near the residence of William Wynegar, the Plaintiff

ans yes it does

Ques. State whether at certain seasons of the year said pond of Water becomes impure and stagnant.

ans I think it does

Ques At what season of the year does the pond become most impure

ans after harvest

Ques. State whether you ever heared Daniel Zucke say anything about the water of said pond being impure.

ans. he said he was hunting ducks with his dog that the dog run through the pond a time or two after the ducks and it made the dog so sick that he vomited

Ques. State whether you inferred from what he said that he represented the millpond as being very impure.

ans yes from the way he spoke I did

Mary her x mark Taylor

I John M.C. Mulvain, a justice of the Peace in and for the Township of Claybarn, in the County of Union and State of Ohio, do hereby certify, that the above named Mary Taylor was by me first duly sworn to testify the truth the whole truth and nothing but the truth, and that the foregoing Deposition by her subscribed, was reduced to writing by me, and was taken at the time and place specified in the notice hereto attached

In testimony whereof I have hereunto set my hand and seal this 12th day of November A.D. 1858.

John M.C. Mulvain J.P. Esq.

Justice of the Peace fee 50 cts Witness fee 25 cts

The above fees were paid by the Plaintiff

John M.C. Mulvain J.P.

William Wynegar
vs
Daniel Zucke
Deposition

~~Gustavus~~ Augustus Turner of the County of Union makes oath and says that on the 7th day of Nov. 1853 he personally served ~~the~~ J. C. Doughty Atty for the within named Daniel Zucks, with a true copy of the within notice.

Sworn to by ~~Gustavus~~ Augustus Augustus Turner, before me this 12th day of Nov. 1853.

Wm M Robinson Mayor
of the village of Marysville
Union County Ohio
fees. 12½ cts

William Wynegar, Plaintiff
vs
Daniel Zucke Defendant

Court of Common Pleas
of Union County Ohio

Depositions will be taken in this case by the plaintiff at the office of John M. McMulkin a Justice of the Peace in Claybourn Township Union County ohio, on the 12th day of November A.D. 1853, between the hours of Six O clock A.M. and Nine O clock P.M. of said day.

Dated November 4th A.D. 1853.

J B Alkire
atty for Pltff.

~~Wednesday Afternoon at two o'clock~~
~~the 16th day of November 1853.~~
~~J B Alkire atty for~~
~~Deposition~~

William Wyanego
v
Daniel Funk

Exceptions to
Mary Jaslow
Deposition

J C Bagby atty
for Defts

David Payne } In Union Common Pleas
v. } Exceptions filed by Defendant to the deposition
Daniel Yuck } of ~~Jane~~ Mary Taylor, witness for Plaintiff.

1st 1. The witness is a resident of the County of Union state of Ohio and it does not appear, why her said Deposition was taken

2d 2. The Deposition is not in conformity, to Article 6. Section 338, specifying, any of the Causes, why the attendance of witness, can not be procured.

3d 3. The certificate of the officer, ~~of the officer~~ does not show, that the Deposition was written and subscribed in the presence of the officer, certifying thereto.

4th 4. The Examination of the witness is conducted by leading Questions, which directly, sugests the Answer.

5th 5. The Answer of witness is an inference or opinion drawn from the Conduct of Defendant, and not a statement of facts

J. C. Sayler Atty for
Defendant

Civil/Domestic Case File

Case No. 1853-CV-0055

No. 53-cv-55

# Union Common Pleas Court.

David Payne
Plaintiff,

AGAINST

Daniel Zucke
Defendant.

NOV TERM. 1853

Discontinued

Journal 5 Page 268

Record No. No Record Page

Ex. Doc. A Page 400

15 Union County Com. Pleas

David Payne
vs
Daniel Zucke

Petition

Filed August 31 1853
James Turner Clerk

J. B. Allen

David Payne=Plaintiff
vs
Daniel Zucke=Defendant

Court of Common Pleas
of Union County Ohio.
Petition

David Payne, Plaintiff of the County of Union and State of Ohio, complains of Daniel Zucke Defendant of said County as follows: The Plaintiff says that on or about the twenty fifth of January AD. 1851 he became the owner, and actually possessed, and has continuously ever since owned and possessed a certain parcel or tract of land with the appurtenances situate in the Township of Claibourn, in the County of Union and State of Ohio, and on the stream commonly called Fulton creek, on which land the plaintiff has resided continuously ever since about the twenty fifth day of January AD. 1851. That the Defendant ever since about the twenty fifth of January AD. 1851 untill the present has kept up, continued and supported a certain mill dam, erected in and across said stream of water commonly called Fulton creek, in the vicinity of the said residence of the Plaintiff, causing the water of said stream to become stagnant, which said stagnant water rendered the air impure and unhealthy, thereby causing sickness to the plaintiff and his family, 1st in consequence of which the said plaintiff has had to expend a large sum of money for medicinal attendance &c. and 2nd in consequence of said sickness of himself and family the plaintiff was greatly damaged in loss of time of himself and family. And 3rd the plaintiff says that by reason of said milldam he has wholy been deprived of the use and benefit of said stream of water, and that he is otherwise damaged by the continuance of said milldam, and says he has sustained damage to the amount of five hundred dollars. whereupon he asks judgment for five hundred Dollars.

Union County Claibourn Township
David Payne being sworn says that he believes the statement of the foregoing to be true
David Payne

Sworn to and subscribed by David Payne before me this Aug 24, 1853
John M. C. Mulbeain J. P.
J. B. Allen atty for Pltff.

Daniel Payne
vs
Daniel Smoke
Summons

Filed Sept 12 1853
James Dunn Clerk

Allen Collins
for Plff

Received this Writ August 31st 1853
Served this writ September 10th 1853
By Delivering to the within named Daniel Smoke a certified
Copy of this writ
September 12th 1853

| | |
|---|---|
| Fees Milage | 90 |
| Serv | 35 |
| Copy | 25 |
| | $1.50 |

William C Martin Sheriff

# THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Daniel Zucke

that he has been sued by Dovice Payne

in the Court of Common Pleas of Union County, and that unless he answer by the 3rd day of October A. D. 1853 the Petition of the said Dovice Payne against him filed in the Clerk's 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 12th day of September A. D. 1853

Witness my hand and the seal of said Court, this 31 day of August A. D. 1853

JAMES TURNER.

Clerk of Court of Common Pleas of Union County.

David Payne
against
David Yuck

Answer to
Petition

Filed Nov 12 1853
James Lowner Clerk

H Dougherty
Atty for Deft

David Payne In Union Common pleas.
against
Answer.
Daniel Zuck } 1st In Defendant answers the Petition of Plaintiff and says that he is the grantee of the lands and tenements upon which the said Mill and Milldam is erected and that the same was erected on said lands long before Defendant came into possession of it and that the Plaintiff acquiesced in its erection and continuance as such Mill and Milldam for the benefit of the people of that neighbourhood for Mill purposes 2d Defendant further answers and denys that it is a nuisance or that by means of said dam being erected it ~~has~~ the waters has become stagnant and impregnated ~~passed the atmosphere around~~ and produced sickness or fevers and Ague and that it is no sickler now than it was before the dam was erected 3rd Defendant further answers petition of Plaintiff and says he was not notified by the Plaintiff to remove said Dam or let the waters off before the Plaintiff brought his suit to recover Damages for its continuance as a nuisance but on the contrary that Plaintiff advised him not to remove the Dam so as to let the waters off as it would be the means of more sickness than it otherwise would be, and at Plaintiffs request and instance the dam was left and not removed. 4th And Defendant further denyes that Plaintiff is damaged by means of said Mill dam producing sickness fevers and Agues

Mc Dougall & Ott for Deft

State of Ohio
Union County ss. Daniel Zuck being sworn says that he believes the statements of the foregoing Answer & petition to be true

Daniel Zuck

Sworn to before me and subscribed in my presence this 11th day of November A.D. 1859

Wm M Robinson Mayor &c
of the Village of Marysville
in Union County Ohio

Daniel Yeap
vs.
David Payne

Plea
Demurrer

Filed Sept 26 1853
James Dunwoody

J C Dougherty
atty for Defendant

Daniel Zeuch } In Minor Common pleas.
adv.
David Payne } The said Daniel Zeuch Defendant by J. C. Dougherty his Attorney says that the Petition is not sufficient in law and the Defendant shows to the Court the following causes of Demurrer to the Petition. (that is to say) 1st The offence set forth in the Petition is a public nuisance and not a private nuisance if a nuisance at all. 2d The Plaintiff does not set forth in his Petition that Notice was given to the Defendant to abate the nuisance before the commencement of his action (as the Defendant is the tenant of the property) and 3d The Petition is not subscribed by or signed by Plaintiff or his Attorney. 4th The certificate of the Officer ~~does not~~ before whom the affidavit was taken does not certify that the affidavit was signed in his presence, and also the Petition is in other respect uncertain and insufficient.

By J. C. Dougherty Atty for Defendant

I hereby acknowledge service on the within
Nov 11. 1853

J K Allen
Atty for Plff

Filed Nov 12 1853
James Lindsley

David Payne
against
Daniel Yuck } In union common pleas.

You Plaintiff will take Notice that the Defendant Daniel Yuck will offer himself as witness in the above case.

November 4th 1853.

Daniel Yuck.

Acknowledge Service on the within
November 14th 1853.

J. A. Doyle, atty for
Deft

Filed Nov 14 1853
James Lawrence Clerk

David Payne, Pltff
vs
Daniel Zucke Deft

In Union Com Pleas

The Defendant will take notice that the Plaintiff will offer himself as a witness in this case.

Nov. 14th 1853.

D B Allen Atty for Pltff.

David Payne
vs
Samuel Zucke
Sub for debt

Served this writ
Abram Saylor
Joseph N Ross
James W Boyer
November 14th 1853

By Reading to
John Street
Eliza Ross
and John D Graham

Fees Milage 100
Fees 75
Return 5
180

Filed Nov 22 1853
James Turner Clerk

60
20
6
20
12
23
1.41

William C Martin Sheriff

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon Martin Walters Abraham Foyler, John Warner John Street, Joseph A Ross, Eliza Ross, Rebecca Murphy, James I Wells, Mrs Wells, Elias Johnson, ~~Elias Johnson~~, Silvester Grindell, John Roach, James W Bowyes John P Graham, Julius Robinson William Roach

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendant in a certain controversy in said Court depending, wherein David Payne as Plaintiff, and Daniel Zucke 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 11th day of November A. D. 1853

James Turner Clerk.

David Payne
vs
Daniel Zucke

Deposition

Ques. State whether David Payne and his family has been sick much since the said mill-dam has been built.

ans yes Sir since five or six months after they ~~after~~ they moved there some of the family has been sick ever since

Ques. State whether it has been more sickley or unhealthy in the vicinity of the mill pond since the Milldam was built, than before.

ans yes before the Milldam was built I consider-ed it a very healthy neighborhood but since the dam was built it has been the most unhealthy and sickly neighborhood I have ever known

Ques. how long has David Payne lived in that neighborhood.

ans Two years this next winter

Jane her x mark Wyngar

I, John M. C. Mulvain, a Justice of the Peace in and for the Township of Claybourn in the County of Union and State of Ohio do hereby certify that the above named Jane Wynegar, was by me first duly Sworn to testify the truth, the whole truth and nothing but the truth, and that the foregoing deposition by her subscribed was reduced to writing by me, and was taken at the time and place specified in the notice hereto attached.

In Testimony whereof I have hereunto set my hand and seal this 12th day of November A.D. 1853.

John M. C. Mulvain J.P. (Seal)

Justice's fee 50 cts Witness fee 25 cts

The above fees were paid by the Plaintiff

John M. C. Mulvain J.P.

Deposition of a witness taken in a cause pending in the court of Common pleas of the county of Union, and State of Ohio wherein David Payne is Plaintiff and Daniel Zucke is Defendant, and for said Plaintiff, in pursuance of the notice hereto attached, and at the time and place therein specified.

The said Plaintiff's attorney present. Jane Wynegar of the County of Union of lawful age, being first duly sworn by me as hereinafter certified depose as follows,

Ques. 1st Dou you reside in the neighborhood of Daniel Zuck, the Defendant

ans yes Sir

Ques. how long have you resided in said neighborhood.

ans fifteen years this month

Ques. State whether Daniel Zucke has a mill=dam built in and across Fulton Creek near the residence of David Payne.

ans yes Sir he has

State whether said Milldam causes a pond of water near said residence of said David Payne.

ans yes Sir it does

Does the said pond of water at certain seasons of the year become impure and stagnant.

ans yes Sir

Does the water of said pond become so impure as to cause a stench.

ans yes it does

David Payne, Pltff
vs
Daniel Zucke, Deft

Court of Common Pleas of Union County Ohio

Depositions will be taken in this case by the plaintiff, at the office of John M. C. Mulvain, a Justice of the peace in Claybourn Township, in Union County, Ohio, on the 12th day of November A.D. 1853 between the hours of Six O'clock A.M. and Nine O'clock P.M. of said Day.

Dated November 7th 1853

J B Allen
Atty for Pltff.

~~Satisfactory evidence of the notice, Nov. 12th 1853~~
~~J. C. Mulvain, Atty for Defendant~~

Augustus ~~Lutherus~~ Turner of the County of Union makes oath and says that on the 7th day of November 1853 he personly served J. C. Doughty, atty for the within named Daniel Zucke with a ~~notice of~~ true copy of the within notice.

Sworn to by ~~Lutherus~~ Augustus Turner before me this 12th day of November 1853.

Augustus Turner

Wm. M. Robinson Mayor ~~Clerk~~
of the village of Marysville
Union County Ohio
fees 12½ cts

Court Pleas

Daniel Yuck

Exceptions to the
depositions of
Wganego

Filed Nov 15 1853
James Lynn clk

C. & Dept Atty Gen
Defendant

William Wyaneger
vs
Daniel Zuck

In Union Common Pleas.

Exceptions, filed by Defendant to the Deposition of Jane Wyaneger, witness for Plaintiff.

1st The witness is a resident, of the County of Union and state of Ohio, and it does not appear why, her said Deposition was taken.

2d The Deposition does not, conform to Article 2. Section 338. Specifying any of the causes why, the attendance of the witness can not be procured

3d The certificate of the officer, does not show, that the Deposition was written and subscribed, in the presence of the officer certifying thereto.

4th The Examination of the witness is conducted by leading Question, which directly Sugests the answer,

5th The answer of the witness is an inferance or opinion drawn, from circumstances, and not a statement of facts

6th The Deposition shews, that the Questions was written by J. B. Allen, and the Answer, written by witness, and not, as certified, by the officer, before whom it was taken

L. Daugherty Atty for
Defendant

Filed Nov 22 1853
James Lincoln

Whereas, there is pending in the Court of Common Please of Union County Ohio a certain Case of Nuissance wherein ~~David Ry~~ William Wynegar is Pltff. and Daniel Zucke is Defendant, Be it remembered that we the said William Wynegar and Daniel Zucke have this day entered into an agreement as follows. the said William Wynegar agrees to withdraw said suit and pay the cost by himself made in this case the said Daniel Zucke agrees to pay the cost by himself made in this case that is to say, each party agrees to pay his own cost and that suit shall be dismissed Daniel Zuck

November 21, 1853

Wm Wynegar

Service this writ by leaving at the
Residence of Daniel Zucks a
certified copy of this writ
November 21st 1853

Fees Mileage 25
Serv 12½
Return 5
42½

William C. Mulvihill

Daniel Payne
vs
Daniel Zucks

Sub for writ

Filed Nov 22 1853
James Linn Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon J. R. 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 third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein David Payne is Plaintiff, and Daniel Zucke 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 November A. D. 1853

James Turner Clerk.

Filed Nov 17 1853
James Lynn Clerk

William Wynegar Pltff
vs
Daniel Zuckel Deft

Court of Com Pleas
Union County Ohio

Issue a Subpoena for J. R. Smith in this Case,

To the Clk of Com Pleas of Union Co. O.

November 17th 1853.

S B Allen Atty for Pltff.

David Payne
vs
Daniel Zucke

Deposition
taken by John
M. C. Mulvain J.P.

Filed Nov 14 1853.
James Lum clerk

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

Marysville

Received Nov 14 1853
James Lum Clerk

Service by Reading to
Defendants Attorney

[illegible]

No. A 400

David Payne
vs
Daniel Zucke

Defendants Costs $3.27
This writ 65

Filed Dec 4 1854
James Lincoln

Recorded

Received this writ November 15th 1854
Served the 24th December 2nd 1854
Valentine W. Morey Marshal

Fees Service 135
Mileage 75
$1.10

William H. Pratt Deputy

Recorded

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

To the Sheriff of Union County Greeting:

WHEREAS in a certain action ~~in~~ _____ lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein David Payne _____ was Plaintiff and _____ Daniel Zucke _____ was Defendant the costs of said case were taxed at Three Dollars and Twenty Seven cents for which Judgment was rendered against the said Defendants Daniel Zucke _____ on the 22d day of November 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 Daniel Zucke _____ 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 that you make due return of this writ in sixty days

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 15th day of November A. D. 1854

James Turner Clerk.

D. A. 400

David Payne
vs
Daniel Zucke

Plaintiffs costs $6.25
This writ 65

Filed Dec 4 1854
James Lowmelk

Received this writ November 18th A.D. 1854
Served this writ December 2nd A.D. 1854
Satisfied on Money made
Fees service 35
Mileage 75
$1.10
William A. Rolf Sheriff

Recorded

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

To the Sheriff of Union County Greeting:

WHEREAS in a certain action ~~in~~ _____ lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein David Payne _____ was Plaintiff and _____ Daniel Zuck _____ was Defendant the costs of said case were taxed at Six Dollars and Twenty five cents for which Judgment was rendered against the said David Payne _____ on the 22 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 David Payne _____ 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 that you make due return of this writ in sixty days

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 18 day of November A. D. 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0056

Civil/Domestic Case File

Case No. 1853-CV-0057

No. 53-CV-57

# Union Common Pleas Court.

Lewis Alden
Plaintiff,

AGAINST

David Fields
Defendant.

JUN TERM. 1854

DECREE FOR PLAINTF

Journal 5 Page 322 (332)

Record No. 7 Page 79

Ex. Doc. A Page 473

and desired him specifically to perform said agreement on his part and execute a deed to ~~you petitioner~~ Plaintiff for said premises, but the said Fields refused not only to accept the money so offered to him, but also to perform said agreement on his part

~~You petitioner~~ Plaintiff therefore prays ~~pray~~ that a summon ~~may issue~~ ~~of subpoena~~ issue against said David Fields that he may to the best of his knowledge information and belief, full true direct and perfect answer make to all ~~the~~ and singular the matter aforesaid, and that as fully and particularly as if the same were here repeated and the said Fields distinctly interrogated thereto, and that on the final hearing the said Fields may be decreed to convey to specifically perform said agreement on his part, and that the said Fields may be decreed to convey all his right title claim in said premises to ~~you petitioner~~ Plaintiff with such covenants as to your honor may seem meet, or such other relief in the course as may be proper and equitable.

Cole & Cole
Atty's for petitioner

Lewis Alder makes oath that the facts set forth in the foregoing petition are true ~~and~~ further saith not.

Lewis Alder

Sworn to and subscribed before me this 8th day of Sept 1853

James Lucas Clerk

Filed

Filed Sept 8th 1853
James Lucas
Clerk

Petition & Summons for
David Fields
Cash con plaint
Cole & Cole
Sept 8th 1853

~~petitioner~~ Plaintiff and said Fields, that whereas, said Fields was indebted to ~~you petitioner~~ Plaintiff in the sum of one hundred and five dollars and six cents, which sum was secured by mortgage executed by said Fields to ~~you petitioner~~ Plaintiff which mortgage was given before the entering into of the agreement herein referred to, being dated January 23rd 1849; that said sum of one hundred & five dollars & six cents should be considered as a payment made on the land before described. ~~You petitioner~~ Plaintiff further shows, that said Fields since the making of the aforesaid agreement absconded from the county of Union, whereby ~~you petitioner~~ Plaintiff being still in arrear and owing said Fields was compelled as Garnisee of Fields, by a judgement of a justice of the peace of Union county, Iowa J.B.W. Haynes to pay a debt & costs in favor of a creditor, Court J.N. Ross of Fields to the amount of twenty dollars and seventy five cents, which amount ~~you petitioner~~ Plaintiff asks may be considered as just payment on said land, the whole amount of the aforesaid notes of hand, aforesaid Mortgage and debt & costs which ~~you is petitioner~~ is Plaintiff's ~~you petitioner~~ due from said Fields is, one hundred and eighty nine dollars and thirty four cents It is further represented that the amount still due said Fields from ~~you petitioner~~ Plaintiff on said contract of sale after making the deductions as above set forth is about one hundred and thirty six dollars, which money is ~~here~~ brought into Court here, ~~you petitioner~~ Plaintiff further represents that he has repeatedly and in a friendly manner offered to pay said Fields the money due him for said lands

Lewis Alder
against
David Fields

Court of common Pleas of Union County Ohio

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

Petition to complet real contract

~~Your petitioner~~ Lewis Alder

Plaintiff of said County of Union respectfully represent unto the Court, that David Fields defendant of said County, (and whom ~~your petitioner~~ Plaintiff asks may be made party dependent to this petition) on or about the sixth day of September 1852 was the owner in fee simple of the following real estate, situate in the County of Union and State of Ohio and in Claibourne Township and bounded and described as follows Being part of Survey No 6293. Bounded by lands now owned by said Alder on the West, by lands of Samuel Cottrell on the South, by lands of George Coigle on the East and lands of Alexander Cochran on the North, being the only lands owned by said Fields in said Claibourne Township. That the said Fields being desirous of selling said real estate, entered into an agreement with ~~your petitioner~~ Plaintiff for the sale thereof to him, and which agreement bears date the 6th day of September 1852, was reduced to writing and signed by the said David Fields, and is to the purport following, that is to say the said David Fields Bound himself his heirs executors &c in the sum of five hundred dollars to the ~~your petitioner~~ Plaintiff subject to certain Conditions which were to the effect that whereas said Fields had sold to ~~your petitioner~~ Plaintiff the lands above described, upon the terms that ~~your petitioner~~ Plaintiff

that ~~you petitioner~~ Plaintiff was to pay said Fields in return for said lands, the sum of three hundred and twenty five dollars; one hundred dollars to be paid within sixty days from the date of said agreement, at which time said Fields was to make to you petitioner a good and sufficient Warranty Deed, and take the note of ~~you petitioner~~ Plaintiff payable in one year from date for the balance found, due from ~~you petitioner~~ Plaintiff after a final settlement between ~~them~~ said Fields and ~~you petitioner~~ Plaintiff, which agreement is herewith filed and made a part hereof. It was further agreed between said Fields and ~~you petitioner~~ Plaintiff, that ~~you petitioner~~ Plaintiff was to lift certain out standing promissory notes against said Fields, and that said notes when lifted by ~~you petitioner~~ Plaintiff should apply ~~on~~ ~~to~~ as part payment on said tract of land, and be considered as payments made to said Fields by ~~you petitioner~~ Plaintiff, ~~you petitioner~~ Plaintiff further shows that he has lifted the following notes against said Field in conformity to said last mentioned agreement, to wit, first, one given to Fry & Kilborne by said Fields, for thirty two dollars, dated December 6th 1845, with thirteen dollars and ninety five cents interest thereon; — one given by said Fields to J. E. Barbour for eleven dollars dated April 8th 1847, with four dollars and twenty three cents interest thereon. — one given by said Fields to Williams & Chamberlain for two dollars, & thirty seven cents, ~~interest~~, ~~thereon~~, dated April 10th 1843 with one dollar & forty two cents interest thereon, said notes are here ~~produced~~ brought into court. It was further agreed between ~~you~~

Alder
against
Fields

Replication

Filed June 20th 1854
James Turner Clerk

Lewis Alder Pltff
against
David Fuller et al Deft.

The said Lewis Alder for Replication to the answer of Defendant, says that so much of said answer as denies the allegations in the petition of Pltff, is untrue, and Plaintiff says especially says that that part of said answer which charges fraud against plaintiff in making the contract is untrue, and says that his petition is true. Pltff therefore asks decree for specific performance as prayed in the petition

Bole & Porter Attys
for Pltff.

[illegible] Fields

Sultans Creek

Lewis Alder

$11 00

~~Millville Oct 8 1846~~

Millville October 8 1846

Six Months after Date I promise to pay
J E Barber or Bearer Eleven Dollars for
value Received,

David Fields
Mark +

Alder &
Fiedler

[illegible]
13 Sep
1834

~~105~~
~~Q 14 38~~

1834

D. Fields Notes paid by L. Alder

| | | | | | |
|---|---|---|---|---|---|
| Fay & Kilbourn | Dec. 6. 1845 | $30.02 | int $13.95 | | $43.97 |
| J. E. Barber | Apr. 8. 1847 | " 11.00 | " 4.23 | | " 15.23 |
| Williams & Chamberlin | Aug 10. 1863 | " 2.37 | " 1.42 | | " 3.79 |
| J. N. Rab Judgment | | | | | " 20.75 |
| | Mortgage | | | | 105.60 |
| | | | Total — | | $189.34 |
| Money tendered | | | | | " 136.00 |
| Sept. 6. 1853 | | | Total — | | $325.34 |

43.97
105.60
189.34

David Fields

Note $30.02

Richwood West from Delaware

Sec'y Alder

$30. 02/100

Columbus, O., Jan. 6th 1845

Six months after date, I

promise to pay Fay & Wilbourne or bearer

Thirty dollars,

two cents, for value received with interest

Witness J. B. Fay

Due,

his

David + Fields

mark

David Fiala,
Col^d Man
Nov. 1/2. 37
Tutton Creek

Serg^t & Clerk

Jan July 2 1/5 — $3.50

Darius Fields & Co's Mass

$ 2 37/100

July 20th 1843

Twenty days after date, I promise to pay

to the Order of Williams & Chamberlain

Two & 37/100 Dollars

Value received.

Fences & Bill $1.62
1 Coyter .75
Due, $2.37

his
Darius + Fields
mark

Lewis Allen
vs
Service Fees
Sub for levy

Filed Aug 10 1854
James Dunn Clerk

Served this writ by Reading to the within Named James B M Heains March 28th 1854

Fees Milage 75
Serv 1 25
Return 50
9 25

William C Martin Shff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon James B W Haynes

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 Lewis Alder is Plaintiff, and David Fields is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 27th day of March A. D. 1854

James Turner Clerk.

Joseph N. Ross } In attachment Lewis
vs } Alder Garnsher
David Fields }

Received of Lewis Alder Garnsher in this
Case Twenty dollars Twenty four cents in
full of Judgement & Cost. Sept. 15th 1863.

J. B. W. Vaughn Justice
of the Peace

David Fields
Mortgage Deed to
Lewis Adam

Filed & recorded
Sept 1st 1853
at 8 o'clock P.M.
In Book No One
pages 396 & 397
Wm. H. Robinson
Recorder of
Union Co

Know all men by these presents
That I David Hilles of the County of
Marion in the State of Ohio in consideration
of the sum of One hundred & five dollars
& Sixty Cents to him in hand paid by
Lewis Alder of Union County Ohio
have Bargained and Sold and do hereby
Grant Bargain Sell & convey unto the
said Lewis Alder his heirs and Assigns
for Ever the following premises situate
In the County of Union and State of Ohio
In the Virginia Military Lands being a
part of Survey No 6293 Located by
one Beulah Claibourne and bounded
as follows to Wit Beginning on the North
side of Sulton Creek directly opposit
Robert Cattrells North East corner of
Land who said Cattrell purchased of
William Gallant thence Running With
the portion line between John Harts
heirs and Cyprian Lee to a Cor. of Land
formerly owned by James Clark in the
same Survey thence Westwardly With said
Clarks Line a distance sufficiently to
contain one hundred acres by Running
a parallel line With the portition line
Between John Harts heirs and Cyprian
Lee aforesaid back to Sultans Creek thence
Running With the Creek aforesaid to the
place of Beginning Excepting in this
conveyance forty acres already sold of of the
North End to one John Evans and Ten
acres on the South End of said described
Land sold to one George W. Allen
Leaving forty Nine acres which is
hereby conveyed in this deed of conveyance
To have and to hold said premises With
the appurtenances unto the said Lewis
Alder his heirs and Assigns forever —
Provided always and these presents are

Upon this condition that Whereas Said David Fields hath Executed to Said Lewis Alder his promissory Note of Even date herewith for the payment of the Following Sum of Money to wit One hundred & five dollars & Sixty cents on the first day of January 1854 Without Interest as the said Alder is to use and hold the said discribed Land for the Interest on said Sum of Money aforesaid Now if the said David Fields shall pay the said Sum of Money to the said Lewis Alder or his Assigns when the same shall become due then these presents to be Void otherwise to be and Remain in full force & Virtue in Law. In Testimony Whereof the said David Fields hath hereunto set his hand and affixed his seal this 23. the day of January A.D. 1849.

Executed in presence of
J. B. W. Hayes.
L. H. Hosting

David his + mark Fields (Seal)

The State of Ohio Union County. Ss.
Before me J. B. W. Hayes a Justice of the peace in and for said County personally appeared the above Named David Fields and acknowledge the Signing and Sealing of the above Mortgage deed to be his Voluntary act & deed this 23th day of January A.D. 1849

J. B. W. Hayes Justice of the peace

On or Before the first day of January One thousand Eight hundred and fifty four I promise to pay or cause to be paid unto Lewis Alder or Order the Just and full sum of One hundred & five dollars Sixty cents for Value Recd this 23rd day of January A.D. 1849

Test

G. S. Bagnes

his
David ✗ Hilds
mark

For value Received I assign the within mortgage to Wm H Stannard

September 2. 1853

Lewis Alder

Recd & Entered

Lewis Alder
vs

David Fields

Summons

Rec'd this writ Sept 17th at 9 o'clock A.M.
Sept 17th 1853 I executed this writ by hand
ing a certified to the within named
Defendant

S. C. Starr Sheff
Mc Ohio

Sheffs fees

| | |
|---|---|
| Milage | 05 |
| Service | 35 |
| Copy | 20 |
| return | 10 |
| | 70 |

Filed September 29th 1853
James Turner clerk

No 2

Cole & Porter
Attys for Pltff

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF ~~UNION~~ Marion COUNTY.

You are commanded to notify David Fileds

that he has been sued by Lewis Alder

in the Court of Common Pleas of Union County, and that unless he answer by the 15th day of October A. D. 1853 the Petition of the said Lewis Alder against him filed in the Clerk's 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 26th day of September A. D. 1853

Witness my hand and the seal of said Court, this 12th day of September A. D. 1853

James Turner

~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Lewis Allen
vs
Lorice Fields

Sub for writ

Lined by Reeing to use of the mother
Named Persons June 13th 1854

| | |
|---|---|
| Milage | 75 |
| Ins | 50 |
| Return | 5 |
| | 130 |

William C Martin Sheriff

**THE STATE OF OHIO, UNION COUNTY, SS:**

To the Sheriff of said County, Greeting:

We command you to summon Joseph Smart Gabriel Cottrell James McMasters. Alexander Cowgal

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Lewis Alder is Plaintiff, and David Fields is Defendant, and this ~~he~~ 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 13th day of June A. D. 1854

James Turner Clerk.

Lewis Allen
vs
Harriet Hutchins
Writ for Def'n

Filed April 10 1854
Francis Dunn Clerk

Serge Attachment by Reading to Alexander Coonsile and James McMurtrie ~~[illegible]~~ April 3d 1854 Served by Reading George Coonsile Theodore Munson and Joseph Smart April 3d 1854 Joseph Smart Demandes his fees and not paid.

| | |
|---|---|
| Fees Mileage | 75 |
| Serv | 6 25 |
| Return | |
| | $1,40 |

William G. Mann Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Alexander Cougal George Cougal Joseph Smart & Theadore Munson & James McMasters 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 Defendent in a certain controversy in said Court depending, wherein Lewis Sleter is Plaintiff, and David Fields 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 29th day of March A. D. 1854

James Turner Clerk.

Lewis Alder
vs
David Fields
Lunacy

Filed Sept 12 1853
James Lyon Clerk

Cole & Porter
attys for Plff

Received this Ord of Appeal 9th 1853
Thos Arthur Clerk
Appeal bond 12th 1855

Fees Mileage 60
Serv 3 5/9 5

William C. Clark Sheriff

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Daniel Fields

that he has been sued by Lewis Alder

in the Court of Common Pleas of Union County, and that unless he answer by the first day of October A. D. 1853 the Petition of the said Lewis Alder against him filed in the Clerk's 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 19th day of September A. D. 1853

Witness my hand and the seal of said Court, this 8th day of September A. D. 1853

James Turner
~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Jno Alden
vs
David Lovell
Trustee

Filed Decr. 15 1853
James Turner Clerk

Rule out
April 12 1852
James Turner clerk

Recorded

by R Blackwell
Atty for Deft

Lewis Alder
vs
David Fields

Court of Common Pleas
Union County Ohio

Defendant David Fields comes and defends and for answer says
1st It is true that defendant is owner of the certain piece of Land described in Plaintiffs Petition
2d And further answering says that said plaintiff (Lewis Alder) held a mortgage on said premises described in Plaintiffs Petition due five years from date and dated on the 25th day of June A D 1849 and said Plaintiff (Lewis Alder) was by said agreement entitled by said mortgage to possession of said mortgaged premises until said mortgage became due and afterwards, to wit, on the 6th day of Sept A D 1852 said Plaintiff (Lewis Alder) came to defendant and requested that defendant should execute to plaintiff (Lewis Alder) a written Lease for said mortgaged premises for the term of five years dating from the date of said mortgage and defendant being unable to either read or write entered into and executed a written instrument supposing it to be a Lease upon said premises to the effect and tenure of aforesaid contract with the said Plaintiff (Lewis Alder) represented to defendant that the instrument of writing so executed and signed by defendant as aforesaid was only a Lease upon said mortgaged premises, but which was as defendant has since been informed a title bond for the conveyance of said Land, bearing date

the day and year aforesaid - but defendant denies any intention ~~on his part~~ to sell said aforesaid mortgaged premises (the same being the land described in Plaintiffs Petition) to said Plaintiff (Lewis Alden) as set forth in said petition but that said instrument was falsely and fraudulently obtained by said Plaintiff (Lewis Alden) from defendant -

3d And for further answer denies that defendant agreed with Plaintiff (Lewis Alden) for said plaintiff to left certain outstanding claims against defendant in accordance with the statements set forth in Plaintiffs Petition but it is true defendant employed said Plaintiff to left a certain note described in said petition given by defendant to D. C. Barbour and in payment for said note said Plaintiff (Lewis Alden) got of defendant a promissory note that defendant ~~got~~ held against one Richard Cotrell for the sum of nine dollars (the date of which note defendant cannot recollect) and also one sheep in full payment for said note described in Plaintiff Petition

4th And further answering says it is true defendant executed a mortgage to said Plaintiff (Lewis Alden) upon the premises set forth the land described in Plaintiffs Petition but said defendant being unable to either read or write, supposed said mortgage to be for the sum of seventy two dollars instead of one hundred five dollars and six cents as set forth in Plaintiffs petition

but denies that defendant ever agreed with said Plaintiff (Lewis Alden) that said mortgage should be applied upon the contract as set forth in Plaintiff Petition

5th And further answering says at the commencement of this suit there was nothing due from defendant to plaintiff (Lewis Alden) to the best of defendants knowledge

6th And for a further answer says that said plaintiff has not tendered to defendant or demanded a deed as set forth in Plaintiff Petition

Defendant having answered all and singular the Interrogatorys set forth in Plaintiff (Lewis Aldens) petition Tenders in to Court from and after the first day of June A.D. 1854 the amount due on said mortgage together with the interest that may accrue thereon until said case is decided by said Court and further asks that said Plaintiff (Lewis Alden) may be decreed by said Court to deliver to said defendant said letter Bond so fraudulently obtained from defendant and that the said Court will render such other relief in this Cause as may be just and Equitable

by R. L. Blackwell Atty for Deft

Defendant makes oath that the facts set forth in the foregoing answer are true and further saith not.

his
Attest John Barton David X Fields
mark

Sworn to and subscribed before me this 15th day of December A.D. 1858.

John Barton J.P.

Lewis Alden } Court of Common Pleas
vs } Union County Ohio
David Fields }

Depositions will be taken in this case by the Plaintiff at the Post office in the town of Oskaloosa Mahaska County and State of Iowa on the 5th day of June next between Six A.M. and Nine P.M. and will adjourn if necessary from day to day till he finish taking the same

May 11th 1854 Cole & Poste Pltffs Attys

I acknowledge service of the above notice this 11th day of May 1854

N le Clerc
Atty for deft

Deposition of Lewis Alden taken at the Post Office in Oskaloosa in the County of Mahaska & State of Iowa on this fifth day of June A.D. 1854 between the hours of six o'clock A M & nine o'clock P M of said day, before E. W. Eastman Notary Public within & for said Mahaska in accordance with the notice hereto attached. to be used in evidence in the Court of Common Pleas in the county of Union in the state of Ohio in a certain case now pending in said court in which the said Lewis Alden is Pltff. and one David Fields is Deft. Taken on the part of said Pltff. - Present said Pltff. with his Atty Saml A. Rice Deft. not present.

Quest 1st Whom is the Pltff. in the suit now pending in the Court of Common Please in Union County Ohio in which Lewis Alden is Pltff. & David Fields is Dfft.

Ans. I am the Pltff. in said suit At the time of the commencement of said suit I resided in said Union Co. in Ohio. I have since moved to Iowa & now live in this Mahaska county.

Quest. 2d State the circumstances which transpired at the time of the making of the bond on which this suit was brought & also the inducement which caused the bond to be made.

Ans. I will state the original agreement which was as follows. The

said Deft. Fields was indebted to one Dr. John Sigler to secure the payment of which he had mortgaged the land in dispute to said Sigler and he owed other debts. Said Deft. Fields applied to me to pay off said debts for him & cancel said mortgage to Sigler and take a mortgage to myself to secure the payment of said debts amounting as we then estimated them to the sum of one hundred & five dollars and six cents but in fact the amount was one hundred & ten dollars I entered into an agreement with said Deft. to pay said Debts & took a mortgage for said sum. one hundred & five dollars & six cents & obligated myself to pay said debts which I paid, the amt. being in fact one hundred & ten dollars ~~which I paid~~. It was also verbally agreed at the time betwen me & said Deft. that if he did not pay the mortgage at maturity I was to pay him in addition to the mortgage debt enough to make the amount three hundred dollars for the land. After this & previous to said Mortgage coming due other creditors of said Deft. were preparing their claims and were about to sue Deft. I went to see Deft. about those claims & he verbally authorized me to go & pay off said claims and agreed that they should be applied as payments on said land when we should settle. Agreeably to this agreement I went & paid one note given by said Deft. Fields to Fay & Kilborn for thirty dollars & two cents ~~due~~ due Dec. 6. 1845 on which was thirteen

dollars & ninety five cents interest. and I paid one note given by Deft to J. E. Barbour for $11. ~~dated~~ due April 8th 1847 with $4.23 interest; and paid one note given by said Deft. to Williams & Chamberlain for $2.37 ~~on which was dated~~ due April 15th 1843 on which was $1.42 interest. After I had paid off all of said debts I went to see said Deft. to get some writing in reference to our agreement as security. He then proposed to me that if I would give him twenty five dollars more than our original agreement for the land he would conclude the bargain of sale at that time which I agreed to. He was then in the town of Marion in Marion County & his wife was in Columbus & consequently could not join with him in the deed. We consequently agreed that he should then give me a bond for a deed & he agreed to go to Columbus & get a deed & bring it to my house & we were then to settle & I was to pay him one hundred dollars in hand on the delivery of the deed after said settlement & was to give him my note for the balance of the three hundred & twenty five dollars after deducting my said mortgage debt and the said other debts which I had paid as aforesaid and the said one hundred dollars which I was to pay in hand on the delivery of the deed. And in accordance with this agreement we went to a Mr Hanes who drew up the said Bond in the presence of the said Deft. & myself and read it over

& explained it to us, after which it was signed by said Deft. & was delivered to me.

Ques. 3d Did you ever pay the said one hundred dollars

Ans. I did not for the reason that the said Deft. Fields never made said deed after the time had passed fixed in the bond for making the deed. I calculated the amount of all my claims before described against said Deft. and went to said Deft. and tendered to him the balance of said three hundred & twenty five dollars after deducting my said claim & produced & counted out the amount in gold & offered to give him up all of said notes which I had paid for him & also offered to cancel my said mortgage debt. But he made excuses that he could not then stop to attend to it & could not then make the deed as his wife was then in Columbus. Some two or three weeks after this & before this suit was commenced I again went to said Deft. & tendered to him in gold the balance due him after deducting the aforesaid mortgage debt & the other described debts & as before stated offered to deliver up said notes & cancel said mortgage debt. But he refused to receive it & refused to make said deed & put me off by complaining that he had not the time to attend to it but promised to do it soon but failed to do it.)

I further say that I have not

the said notes nor the said Mortgage in my possession to attach to this deposition neither have I copies of them but have only abstract descriptions the said mortgage & notes and all the papers by me referred to in this deposition which belongs to me & are not on file in said court in this case I left with Messrs Cale & Porter in ~~said~~ the town of Maysville in said Union county where I believe they now are & therefore I cannot attach either the originals or copies thereof to this deposition

Lewis D Lee

Witness fees
1 day $1.00
travel 6 m .60
1.60
Notary fees 3.25
$4.85
Paid by Plff.

The State of Iowa
Mahaska County

I E.M. Eastman a Notary Public within & for said county before whom the above & foregoing deposition was taken do hereby certify that this deposition was taken by me at the Post Office in Oskaloosa in said county in accordance with & by virtue of the notice hereto attached between the hours of six o'clock A.M. and nine o'clock P.M. of this 5th day of June AD 1854 And I further

then certify that the said witness ~~was by me~~ Lewis Alder was by me first sworn to testify the truth the whole truth & nothing but the truth in a case now pending in the Court of Common Pleas in the county of Union in the state of Ohio in which Lewis Alder is Pltff. and David Fields is Deft. – that this deposition was by me reduced to writing as spoken by said witness, after which it was by me carefully read over to said witness after which it was by him subscribed & sworn to before me

In witness whereof I have hereunto set my hand and affixed my Notarial Seal at my office in Oskaloosa in said Mahaska this 5th day of June AD 1854

E W Eastman Notary Public

Allen
vs
Gaules

Cost Bill
made Rec'd
Appeal

Lewis Alden Pet. to be Mar. and that deed made to her

Filed Sept 8th 1853
James Turner Clerk

Law 50
Lewis Alden

Deed Filed

Bond petition &c

Filed Sept 8th 1853

Co Court Peter

(A)

Know all men by these present that David Fields of the County of Marion Ohio am held and firmly bound unto Lewis Alder in the Sum of five hundred Dollars to the payment of which I bind Myself and heirs Executors and Administrators by these presents Signed with my hand and Sealed with my Seal this 6th day of September A.D. 1852

The Conditions of this Obligation is Such that whereas the Said David Fields has this day Sold unto Lewis Alder the following Real Estate in the County of Union Claiborn Township and State of Ohio bounded and described as follows ~~beginning on the~~ Joining Said Alder on the west. Samuel Cotteral on the South. George Coyle on the East. and Alexander Cochran on the North and the only Land Owned by Said Fields in Said Township aforesaid upon the following terms three hundred & twenty five Dollars to be paid as follows one hundred Dollars within ~~ten~~ Sixty Days from this date - at which time the Said Fields is to deliver to the Said Alder a good and Sufficient warranty Deed and the Said Alder is to Give his note to Said Fields for the balance then found due him after a final Settlement payable in one year from that date -

In Testimony whereof I have hereunto Set my hand and Seal the day and date aforesaid -

Attest
H. Hain

David his mark Fields (Seal)

This is the exhibit marked A. and referred to in the foregoing deposition

J. R. Knapp N. Public

166
163

~~For value Received I Assign the within Little Bond to Wm H. Marrott and authorize him to use my name if necessary to procure title~~ September 2, 1859. ~~Jenny Blair~~

Deposition of witness taken in a cause pending in the Court of Common Pleas of, in and for the County of Union and State of Ohio wherein Lewis Alder is Plaintiff and David Fields is Defendant and for the Plaintiff, in pursuance of the notice hereto attached and at the time and place therein mentioned

Amy Hain of the County of Marion and State of Ohio of lawful age, being first by me duly sworn as hereinafter certified deposes as follows:

Ques: Are you acquainted with the parties to this suit, Lewis Alder and David Fields?

Ans. I am acquainted with Fields. I have seen ~~Lewis~~ Alder but once to my knowledge

Ques When was the time to which you refer?

Answer. At the time that a written agreement was executed ~~between~~ by Fields to Alder

Ques Look at the Bond here shown you marked ("A") and state if it is the paper to which you refer?

Ans. yes it is

Ques By whom was it signed?

Ans. Sealed and signed by David Fields (by his mark) that is I wrote his name by his request and he made his mark.

Ques Was the adoption of the signature by Fields in your presence?

Ans. yes sir

Ques How do you know that said signature was adopted by Fields, and that he made thereto his mark?

Answer. I saw him do it.

Ques State whether you are the same A. Hain whose signature as witness is attached to said Article and by whom the same is —

Attested?

Ans yes sir

Ins Were any means adopted to explain, or by which Fields might understand the meaning and effect of that article, if so What were those means?

Ans I think I read it to him. I know I explained it to him.

Ins; state any

Henry Hain

The State of Ohio
Marion County Ss. I John R. Knapp a Notary Public in and for the County aforesaid, do hereby certify that Henry Hain who subscribed the foregoing deposition was by me first duly sworn to testify the truth the whole truth and nothing but the truth in the cause aforesaid That the deposition (except the interrogatories) was reduced to writing by me John R. Knapp. That said deposition was written and subscribed in my presence. and was taken at the time and place specified in the notice attached hereto

In testimony whereof I do hereunto set my hand and Notarial Seal this 10th day of June A.D. 1854

John R Knapp Notary Public

Lewis Alder
vs
David Fields

Court of Common Pleas
Union County Ohio

Depositions will be taken in this case by the Plaintiff, at the office of the Probate Judge in the town of Marion, in the County of Marion Ohio, on the 10th day of June next, between six A.M. and nine P.M. and will adjourn if necessary from day to day until we finish taking the same.

May 17th 1854

Cole & Porter
Attys for Pltff

I acknowledge service of the above notice May 17th 1854
R. C. Colast (dep. Atty)

Civil/Domestic Case File

Case No. 1853-CV-0058

No. 53-CW-58

# Union Common Pleas Court.

Lucy W Fields
Plaintiff,

AGAINST

Andrew J Fields
Defendant.

APR TERM. 1854

Dismissed

Journal 5 Page 225

Record No. No Record Page

Ex. Doc. A Page 447

Law 44

Lucy A Shiles

vs

Andrew J Shiles

no Recon

contrary has wholly neglected and failed so to provide, or to assist or protect them in the least. Your petitioner has been a resident of Union County, in the State of Ohio for more than one year last past. Your petitioner therefore prays that said Andrew J. Fields may be made dependant hereto, that he may make full and perfect answer to this petition, that he may answer all and singular the allegations thereof, and that on the final hearing, the marriage contract between said Fields and petitioner may be decreed to be dissolved that said Fields may pay to your petitioner a reasonable alimony; that the custody of her infant child may be given to her, and such other relief be had in this Court as may seem proper and right, &c

Cole & Porter her Sol's

Union County Ss
Personally appeared
Lucy A. Fields
who
Andrew J. Fields
acknowledged
the
Pl'ff for Divorce

Filed Sept 19th 1835
Thomas Thomas Clerk

Cole & Porter Atty

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

Your petitioner Lucy S Fields of said Union County Respectfully represents that she intermarried with Andrew J. Fields on the 15th day of October AD 1849, that said Fields & your petitioner lived and cohabited together as man and wife untill the 14th day of June 1851, at which time said Fields abandoned your petitioner, without just cause and went to parts unknown, taking with him (and eloping with) Ellen M. McIntosh. Your petitioner further represents that said Fields did on each & several and separate day of the month of June ~~1851~~ up to the ~~said~~ 14th day of June 1851 commit adultery with Ellen McIntosh, ~~at~~ the County of Union, and did on the 15th, 16th, 17th and 18th days of June 1851 at the County of Logan Ohio, commit adultery with said Ellen McIntosh, that said Fields did ever since the last above mentioned day and still does live and cohabit with said Ellen McIntosh in a state of adultery, at places unknown to your petitioner. Your petitioner further represents that said ~~said~~ Fields has been guilty of gross neglect of duty towards your petitioner in this that, ~~that~~ he disposed of and took away from your petitioner and her minor child, all the money and property which he and your petitioner had accumulated for the support of your petitioner and her said infant child, and left your petitioner & child destitute and without the means of support and has not at any time since the 14th day of June 1851 provided ~~any~~ means for the support of your petitioner and her said infant child, but on the

Lucy D Fields

vs

Andrew J. Fields

Petition for Divt

Filed Nov 8 1853

James Linn Clerk

A. W.

Lucy C. Fields }
vs } Mun Com Pleas
Andrew J. Fields } Pet for Divorce

Issue a subpoena for Nathan Henning & Robert Fields Witness.

To the Clerk of
Mun Com Pleas
Nov 8 1853

Cole & Porter Attys
for Pet

Civil/Domestic Case File

Case No. 1853-CV-0059

No. 53-CV-59

# Union Common Pleas Court.

Wm Gano

Plaintiff,

AGAINST

Sarah Gano

Defendant.

APR TERM. 1854

Dismissed

Journal 5 Page 310

Record No. No Record Page

Ex. Doc. A Page 453

Case 37

William Gano
vs
Sarah Gano

Cert Bill made
no Record

that the said Sarah J. Ganow has been guilty of gross neglect of duty towards your Petitioner by wilfully and without any just cause abandoning your Petitioner and declaiming that she would never live with him again.

Your Petitioner further represents that he is not advised of the residence or Post office address of the said Sarah J. Ganow.

Your Petitioner therefore Prays that said Sarah J. Ganow may be made a defendant to this Petition; that she may be compelled full answer to make to the same; and to each and every allegation thereof, specifically; ~~that publication of the pending hereof may be ordered~~; That at the first hearing hereof a decree may be rendered dissolving the marriage contract between your Petitioner and the said Sarah J. Ganow, and that such other and further relief may be granted as to the Honorable Court may seem just.

By J. B. Allen
Sol. for Petitioner

Union Com Pleas

William Ganow
vs
Sarah J. Ganow

Petition for Divorce

Filed Sept 20 1853
Jas. Dunn Clerk

22
60
47
129

J B Allen
Atty.

To the Court of Common Pleas of the County of Union, in the State of Ohio, in Chancery sitting.

Your Petitioner, William Ganow of the County and State aforesaid, respectfully represents that he has been for more than one year last past, and now is a resident of said Union County and State of Ohio, that on or about the 20th day of November A.D. 1852 at the County of Champaign, in said State of Ohio, he was lawfully united in the bonds of matrimony to Sarah J. Ganow, formerly Sarah J. Reed, his present wife, that said Sarah J. Ganow and your Petitioner thence forward lived and cohabited together as husband and wife untill about the first of January A.D. 1853, at which time said Sarah J. Ganow abandoned your Petitioner without any just cause, and went to parts unknown to your Petitioner.

Your Petitioner further represents that the said Sarah J. Ganow since her said marriage with your Petitioner, and before the filing of this Petition, disregarding her marriage vow and the sanctity of the marriage state has been guilty of Gross neglect of duty ~~in the~~ towards your Petitioner, in this, that she has willfully refused to perform her domestic duties, and to attend to the household affairs; and that she has exhibited a furious and ungovernable temper, and threatened to kill your Petitioner and other members of the family. Your Petitioner further represents

1853-CV-59

1853

**NOTICE.**

William Ganow vs. Sarah J. Ganow. } *Petition for Divorce.*

Sarah J. Ganow will take notice that on the 27th day of September, 1853, in the Court of Common Pleas of Union county Ohio, William Ganow, of said Union county, filed his petition against her, the object and prayer of which petition is a dissolution of the Marriage contract made between them, on or about the 20th day of November, A. D. 1852. The cause of divorce in said petition alleged, is gross neglect of duty.

I. B. ALLEN, *Att'y for Pet.*

Sept 20. '53. n25w6. Pf 2,00

Andrew Pollock being duly sworn says that a copy of the above notice was published on the 21st day of September 1853, 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 W Pollock

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

J.P. Fees $0,25 — John Sloats J.P.

Civil/Domestic Case File

Case No. 1853-CV-0060

Box #23.

No. 53-CV-60

# Union Common Pleas Court.

K. L. Wood Guar
Plaintiff,

AGAINST

Philip Cover et al
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 288

Record No. 6 Page 605

Ex. Doc. 4 Page 396

K L Wood guardian
of John K Wood

vs

Philip Coe Et al

Cert ~~fh~~ 23.88
2 25
26 13
40 00
66 13

Cert bill made
Recorded

T L Wood, Guardn
of John T Wood
v
Philip Coe et als

Petition for Partition

Filed Sept 20 1853
James Turner Clerk

No 1

J W Robinson

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

Your petitioner Kingsley L. Wood Guardian of John R. Wood. and who files this petition both for himself and as Guardian of said John R. Wood. of the County of Union aforesaid respectfully represents that on or about the day of January AD 1850 one Daniel Coe of the County of Union aforesaid died intestate seiled of an Estate in fee simple in the following lands and tenements situate in said County of Union and described as follows to wit;

1st. "Part of Survey No. 2979 in the name of Lucus Sullivant. Begining at a walnut and hickory on the East Bank of Darby creek in the line of land formerly owned by Wm Woods. now James Finley. thence with said line N. 53 E 246 poles to a white oak ash. and dogwood in said line thence N. 37° W. 112 poles to a hickory. Elm and red oak thence S. 53 W. 35 poles to two Burr oaks on the bank of Darby Creek. the lower corner of John & Wm Gabriels land. thence down the creek with the meanders thereof to the begining Containing two hundred acres more or less

2d About thirty five acres of said Survey No. 2979 bounded on the North and Northeasterly by land owned by the heirs of Elijah Warbert, on the East & South Easterly by James Finley. on the south and south westerly by the land described 1st aforesaid. and on the west and North westerly by land formerly owned by James powers but now owned by Philip

Coe being part of land bought from Lyne Starling by Daniel Coe & the Representatives of Daniel Allen

3rd Also parts of two surveys No. 8565 and No. 9796 described as follows to wit; Beginning at three ashes and one hickory on Darby Creek upper corner of said survey, thence S. 53. W. 79 poles to a Buroak and Elm Northerly corner to lands formerly belonging to Lanson Curtis, purchased of Dunn. thence with said Curtis line S. 57. E. 43 poles to 3 Buroaks, from one root and one Elm, thence S. 43. E. 220 poles to a stake in the line of land owned by Moses Coe, thence N. 53 E. 270 poles to two Elms Buckeye & Walnut on the creek, thence up the creek with the meanders thereof to the place of beginning containing one hundred and thirty four acres, more or less; there is to be excepted from the 134 acres last aforesaid about 13¼ acres being all thereof which lies south and east of the state road leading from Milford Centre to Middleburg, leaving about one hundred and twenty acres lying between said road and Darby Creek which belonged to said Daniel Coe at the time of his decease, the three parcels constituting the farm commonly known as the "Daniel Coe Farm".

The following persons were left by the said Daniel Coe his children and heirs to wit; Philip Coe, Joseph Coe, Moses Coe, Hannah, intermarried with your petitioner, Sarah Coe, Elizabeth Coe, Mary Coe, Jane Coe, Olive Coe, Martha Coe, and Isabella Coe

Since the decease of said Daniel Coe, the said Isabella has deceased leaving her said

Brothers and sisters her heirs
That the said Hannah Coe intermarried as aforesaid has also since died leaving the same of said Mary says an only Child John K Wood, whose Guardian duly appointed by the probate court of said County of Muir, is said J. Kingsen & Wood ~~the issue of said Marriage~~

That said Moses Coe having received his entire proportion of the estate real and personal of said Daniel Coe deceased is not entitled to and does not claim any part of said real estate as heir of Daniel Coe deceased, but claims as heir of said Isabella Coe

That said Joseph Coe had previous to the death of said Isabella sold and conveyed to said Philip Coe all his interest in said premises as heir of Daniel Coe deceased

That said premises are now owned in fee simple by the following persons in the following proportions as Coparceners, to wit;

1st To your petitioner for himself during his natural life and at his death to John K Wood as Child and heir of said Hannah daughter of said Daniel Coe deceased Eleven undivided hundredth parts of said premises in fee

2d Philip Coe a son of said Daniel Coe dec^d who resides in said County of Muir twenty one ~~undivided~~ hundredth parts of said premises in fee

3d Joseph Coe a son of said Daniel Coe dec^d

and brother of said Isabella deceased. who resides in said County of Mion. one undivided one hundredth part of said premises in fee

4th Moses Coe a son of said Daniel Coe dec'd and brother of said Isabella deceased. as heir of said Isabella. who resides in said County of Mion one undivided hundredth part of said premises in fee

5th Sarah Coe a daughter of said Daniel Coe deceased who resides in said County of Mion Eleven undivided one hundredth parts of said premises in fee

6th Elizabeth Coe a daughter of said Daniel Coe deceased. who resides in said County of Mion eleven undivided hundredth parts of said premises in fee

7th Mary Coe an infant daughter of said Daniel Coe deceased who resides in said County of Mion eleven undivided hundredth parts of said premises in fee

8th Jane Coe. an infant daughter of said Daniel Coe deceased. who resides in said County of Mion Eleven undivided hundredth parts of said premises in fee

9th Olive Coe. an infant daughter of said Daniel Coe deceased. who resides in said County of Mion. Eleven undivided hundredth parts of said premises in fee

10th Martha Coe. an infant daughter of said Daniel Coe deceased. who resides in said County of Mion eleven undi=

= vided hundredth parts of said premises in fee

Your petitioner further represents that Mary Coe who resides in said County of Marion is the widow of said Daniel Coe deceased and entitled to dower in said premises

Your petitioner prays that said Mary Coe. Philip Coe. Joseph Coe. Moses Coe. Sarah Coe. Elizabeth Coe. Mary Coe Sr. Jane Coe. Olive Coe & Martha Coe be made parties defendants to this petition; that they be required to answer by themselves or guardians ad litem all the matters herein set forth; that partition of said premises may be made, and that the dower of said Mary Coe may be assigned in said premises; or if it shall appear that partition cannot without manifest injury be made, then that the same be sold in such parcels and upon such terms as the court shall direct, or other order be taken pursuant to the statute in such case made and provided

By James W Johnson
Atty for petr

Received this writ September 20th 1853
Served this writ September 23d 1853 by leaving at the Residence of each of the within named Persons a Certified Copy of this writ

Fees Mileage 40
Levis 2 15
Copyes 2 00
Return 5
4 60

William C. Mulin Sheriff

Filed Oct 14 1853
Geo. Thorn Clerk

C 102

To Mary Coe. Philip Coe. Joseph Coe. Moses Coe. Sarah Coe. Elizabeth Coe. Mary Coe Jr Jane Coe. Olive Coe and Martha Coe

You are hereby notified that on this day I as guardian of John K Wood. filed in the Court of Common Pleas of Union County Ohio a petition the object and prayer of which petition is to obtain partition & dower of the farm of 355 acres commonly known as the "Daniel Coe farm;" situate on Darby Creek in Allen Township Union County State of Ohio

1st The petition asks to have dower assigned to said Mary Coe in the whole farm

2 That twenty one, hundredth parts be set off to said Philip Coe in fee simple

3d That one hundredth part be assigned in said premises to Moses & Joseph Coe each, in fee simple

4th That to said Sarah. Elizabeth. Mary Jr. Jane. Olive. and Martha Each may be assigned ~~off~~ said premises Eleven hundredth parts in fee simple.

That the partition be made subject to said dower estate

That application for said order of partition will be made to said court on the first day ~~thereof~~ of their next Term or as soon thereafter as counsel can be heard for the same

Marysville September 20th 1853

Kingsley L Wood
Guardian of John K Wood
By James W Robinson his Atty

Received this Writ March 21st 1853
& have executed this Writ by the oath of the
within named Commissioners, Whose report is
hereunto Returned
March 23d 1853

Fees & Mileage $5
Serv 1.00
Return 10
$1.75
Commissioners fee 5.00
6.75
Wm Richards Sheriff

R L Wood
Guardian of
John K Wood
vs
Philip Coulter
Writ of Partition

Filed Nov 22/53
James Lindsay Clk

No 3

The State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that without delay
by the oaths of Wm B Irwin & James C Miller
and ~~[illegible]~~ John Reed 3
you cause Mary Coe to be endowed of one
full third part of the following Real Estate
situate situate in Union County Ohio
to wit. Part of Survey No 2979. in the name
of Lucas Sullivant Beginning at a
Walnut and Hickory on the East Bank
of Darby creek in the line of land formerly
owned by Wm Woods now James Finley
thence with said line N 53 E 246 poles to
a white oak ash and dogwood in said
line, thence N 37° W 112 poles to a Hickory
Elm and red oak. thence S 53 W 35 poles
to two Bur oaks on the bank of Darby
Creek. the lower corner of John & Wm
Gabriels land, thence down the creek
with the meanders thereof to the beginning
containing two hundred acres more or less
2d About thirty five acres of said
Survey No 2979, bounded on the North &
Northwesterly by land owned by the heirs
of Elijah Barbert on the East & South
Eastorly by James Finley, on the South
& Southwestorly by the land described
1st aforesaid and on the west & north
westorly by Land formerly owned by
Jayes Powers but now owned by
Philip Coe being Part of land bought
from Lyne Starling by Daniel Coe and

the Representatives of Daniel Allen
3d Also parts of two Surveys No 8565 & 9796
described as following to wit, Beginning at
three ashes and one hickory on Dorty creek
upper corner of said Survey, thence S53 W
79 poles to a Buroak and Elm Northerly
corner to land formerly belonging to Lawson
Curtis purchased of Dunn, thence
with said Curtis line S59 E 43 poles to
3 Buroaks from one root and one Elm
thence S43 E 220 poles to a Stake in the
line of land owned by Moses Coe, thence
N53 E 270 poles to two Elms Buckeye
& Walnut on the creek, thence up the
creek with the Meandering thereof to the
place of Beginning containing one
hundred and thirty four acres more
or less. There is to be Excepted from the
134 acres last aforesaid about 1¾ acres
being all thereof which lies south and East
of the State road leading from Milford
Centre to Middleburg leaving about one
hundred and twenty acres lying between
said road & Dorty creek.
and also that in like manner and by
the like oaths of the same William B Irwin
James E Miller ~~Brum Dromond~~ & ~~Samuel~~ John Reed 3d
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, first
to the said Philip Coe 21/100 parts in fee

2d to the said Joseph Coe 1/100 parts in fee
3d to the said Moses Coe 1/100 " "
4th To the said Petitioner 11/100 " " "
5th To the said Sarah Coe 11/100 " " "
6th To the said Elizabeth Coe 11/100 " " "
7th To the said Mary Coe 11/100 " " "
8th To the said Jane Coe 11/100 " " "
9th To the said Olive Coe 11/100 " " "
10th To the said Martha Coe 4/100 " " "
in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in certain Petition for Partition wherein, R L Wood Guardian of John K Wood is Petitioner and Philip Coe Et al 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 County To gether with this writ

Witness James Lowner Clerk of our said Court of Common Pleas this 21st day of November AD 1853

James Lowner Clerk

Filed Nov 23 1853
James Lowner Clerk

Commissioners Report

Filed Nov 22 1853
James Lincoln

No 4

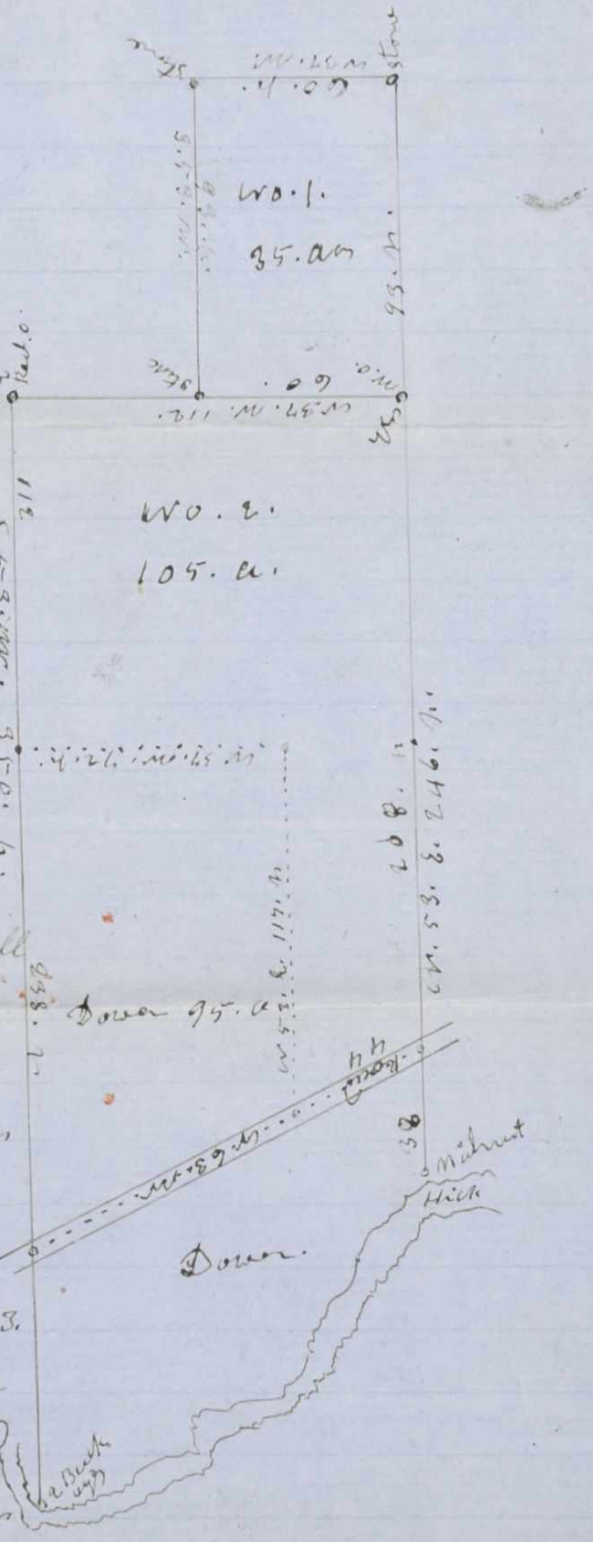
Bound as follows Beginning at a ash & White in the line of James Gin lys land then with his line N. 53. E. 93. Pols to a Stone Corner to lands owned by the Heirs of Elizah Brewbert then with there line N. 37. West. 60. pols. to a stone Corner to a lot sold by James Powers to ~~Thomas~~ Phillips Coe then with the line of Sd lot S. 53. West 93. pols Corner to Sd lot then S. 37. East. 60. pols to the Beginning Containing thirty five acres more or less which we appraise at fifteen dollars per acre free from Dower

Also Lot No. 2. in Sd plat Beginning at a stake in the line of James Gin lys land then with his line North 53. West 208 pols to a white oak and ash Corner to lot No. 1. then North 37. West 112. pols to a Red oak Elm & Hickory then with the line of John & William Gabriel S. 53. West 112. pols to a stake Corner to the Dower then with the line of Sd Dower South 37. East 72. pols to a stake then S. 53. West 117. pols to a stake in the Center of the Road. then with Sd Road South 63. East 44 pols to the Beginning Containing 105. acres more or less which we appraise at twenty seven dollars per acre free from Dower being part of survey No 2979.

Also a lot on the West side of the Creek being part of survey No. 8569. & 9796. Beginning at 3 ashes and a Hickory on the West Bank of Big Darby upper Corner to the survey, then South 53. West 79. pols to a Bur oak. Corner to Dixon Mitchels land then with his line and the line of lands sold by Sd Daniel Coe to Jno Johnston for a mill lot or bounded on the West by the state Road to the Road which runs on the line between Sd Coe and John and William Gabriel then with Sd Road to the Creek then up the Creek with the meanders thereof to the beginning Sup pond to Containing about 65. acres which we appraise at twenty eight dollars per acre free from Dower ~~also~~

Also a lot on Sd survey, Beginning at the creek at the a bove named Road then with Sd Road to the state Road leading from Mill ford to Middle Burg then with Sd Road to the upper Corner of Moses Coes land then with his line

Lot No 4




We the undersigned being appointed to set of Dower to Mary Coe widow of Daniel Coe Late of union County, Ohio in Survey. No. 2979. & 8565 & 9796 of which the Sd Daniel Coe died seized, would report after being sworn as the Law directs we set of to the Sd Mary Coe as her full dower in all the lands this Crihed in Sd Survey as follows Beginning at a Walnut and Hickory on the East Bank of Big Darby opposite Corner of James Finlys Land then with his line W. 53. E. 38. pols to a stake in the Center of the Road then with the Road W. 63. 11 West 44. p. to a stake then W. 53. E. 117. pols to a stake then W. 37. West 72. pols to a stake in the line of Lands owned by John and Wm Gabriel then with their line South. 53. West 238. pols to 2 Buckeys the Lower Corner on the Bank of the creek then down the creek with the meanders there of to the Beginning Containing ninety five acres more or less which we appraise at fifteen dollars per acre subject to the Dower of Sd Mary Coe, on Close full examination we consider Sd land not to be Susceptable of ~~a Second~~ partition without manifest injury and have appraised land as follows that is Lot No. 1. on the plot here with a Land which is made part of this report

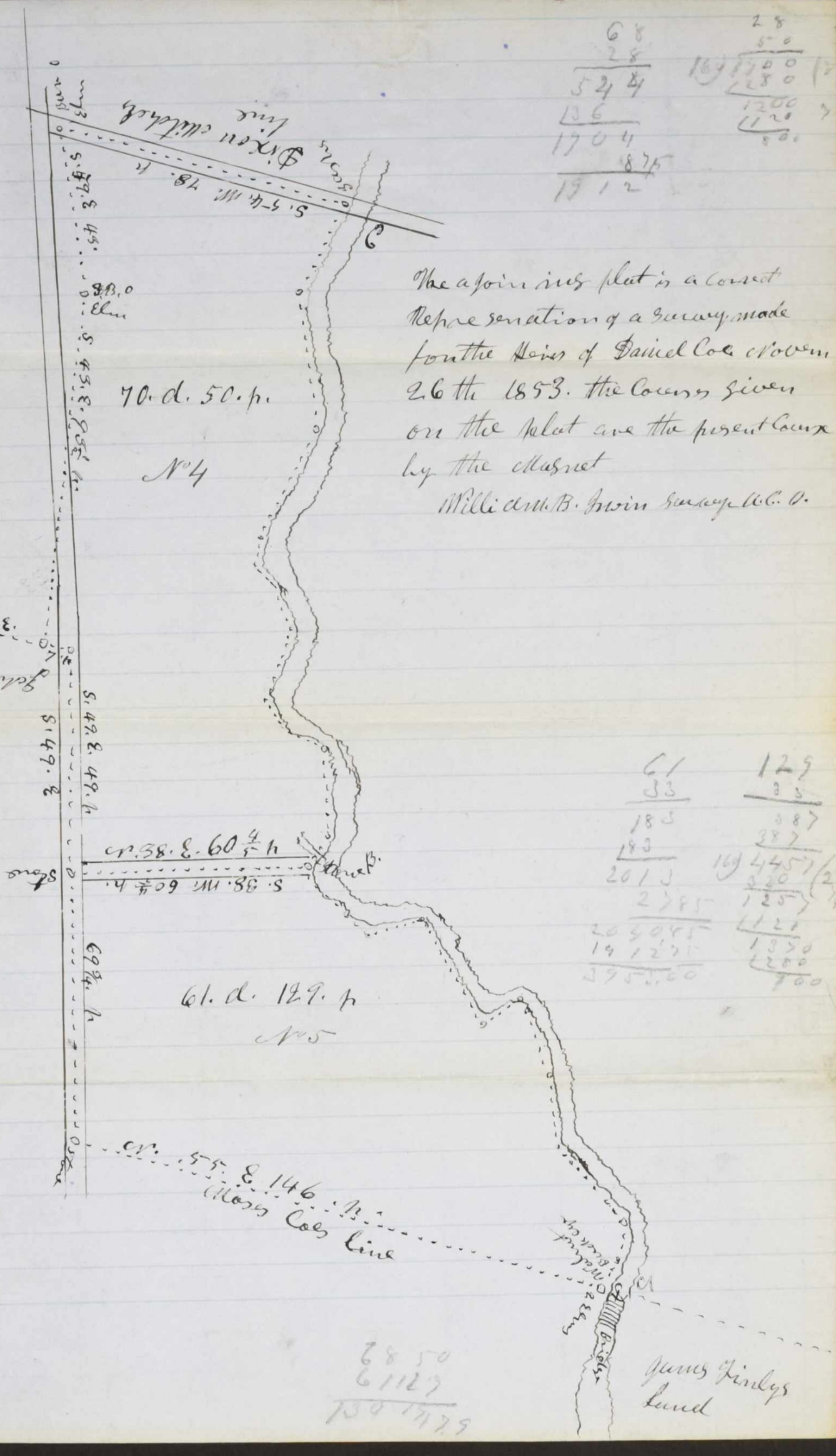
to the Creek then up the Creek with the meanders there of to the beginning supposed to Contain about fifty acres which we appraise at thirty three dollars per acre free from the Dower. for a more particular discription of sd lots No. 1 & 2 and Dower reference is made to the plat here with attached all of which lots are in section No. 2272. the last named lots are in section corners 85-65 & 7996. all of which is respectfully submitted this 25th day of November 1853.

William B. Irwin
James C. Miller } Commissioners
John Reed Jr

Fees in the foregoing Case

| | | |
|---|---|---|
| John Reed Jr | three day | $2.00 |
| James C. Miller | two day | 2.00 |
| William B. Irwin | surveying & Compass | 3.00 |
| do | surveying the two last named lots | 2.00 |

Coes Survey
&
Plot




The a joining plat is a correct Representation of a survey made for the Heirs of Daniel Coe Novem 26th 1853. the Courses given on the plat are the present Course by the Magnet

William B. Irwin Surveyor W.C.O.

Philip Coe et al
vs
John N. Wood by
Kingsley Cwood

Answer

Filed Nov 23. 1853
James Fenelon Clerk

No 5

Philip Coe et als
vels
John K Norvel per
Guardian Hughey L Norvel

} Petition for partition

And the infant defendants in said petition named by John B Coats their guardian ad litem appointed by this court for answer to said petition say that they are of tender years and ignorant of the matters in said petition set forth and pray the protection of the court in the premises

By John B Coats
their Guardian ad litem

Civil/Domestic Case File

Case No. 1853-CV-0061

No. 53-CU-61

# Union Common Pleas Court.

Peter Seiger
Plaintiff,

AGAINST

James Wilson et al
Defendant.

APR TERM, 1854

DECREE FOR PLAINTF

Journal 5 Page 300

Record No. 6 Page 303

Ex. Doc. A Page 424

Law ~~#6~~ 29

Peter Sieger

vs

James Wilson Etal

Cost Bill made Record

Imp 49

10,62

3 0

Hon Sta 5 0

32,0

3) 60

201,66

2

403 22

1

interest in severalty. Prays that partition of said lands and tenements may be made, or if it should 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 this behalf, pursuant to the statute in such case made and provided.

By Colt & Porter his Attys

Union Com Pleas

Peter Siegen

vs

James Wilson et al

Pet for Partition

Filed September 21st 1853
James Turner clerk

No 1 =

Recorded

Colt & Porter

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

Your petitioner Peter Sieger of the City of Philadelphia and State of Pennsylvania Respectfully represents that your petitioner has a legal right to and is seized in fee simple of one undivided fourth part of certain tract or parcel of Land with the appurtenances lying and being in the said County of Union and State of Ohio and bounded and described as follows to wit Beginning at a Beech and ash in the north line of Survey No. 3238. thence North 83° W. 200 perches to an ironwood beech and buckeye (all saplings) thence S. 7° W. 80 poles to two beech trees, thence S. 83° E. (passing State Road at 3 perches) 200. poles to a Stake, witnessed by a sugar and beech trees one perch back, thence N. 7° E. 80 perches to the beginning containing one hundred acres. Your petitioner further represents that James Wilson, John Vogel, William Sieger, James Sieger and Henry Sieger, all of said City of Philadelphia are tenants in common with your petitioner in said premises, and are seized in the following proportions, to wit. said James Wilson & John Vogel are each entitled to one equal fourth part of said premises, and the said William Sieger, James Sieger and Henry Sieger (who are minor heirs at Law of Michael Sieger late of said City deceased, and who was at his death one of the tenants in common with your petitioner) are together entitled to one fourth part of said premises; said Michael Sieger at his death also left Jane Sieger his Widow, and whom your petitioner prays may be made defendant hereto, your petitioner therefore desiring to hold his said

James Wilson et al

vs

Peter Sieger

Plea &c

Filed Nov 22 1853
James Linn clerk

No 2

Recorded

James Wilson et al
vs
Peter Sieger

Union Com Plea
Nov. Term AD 1853

And the said John B Coats Esq Guardian Ad-Litem of William Sieger, James Sieger and Henry Sieger, infants dependants, to said petition exhibited by said Peter Sieger. Now comes and for plea says, that he would recommend that the one fourth part of the land in said petition described of which these infant dependants are seized, be set off to them in common, but leaves the same to the discretion of the Court

John B Coats
Guar ad litem for infant defts

Peter Seger

vs

James Kikin et al

Proof of Pub

Filed April 11th 1834
James Turner Clerk

No 7

MASTER COMMISSIONER'S SALE.

Peter Seiger vs. James Wilson et als.

BY virtue of an order of sale to me directed from the Court of Common Pleas of the County of Union and State of Ohio, I will offer for sale at the door of the court house in said county, on the 11th day of April, A. D. 1854, between the hours of ten o'clock A. M. and four o'clock P. M., the following described real estate, with boundaries and described as follows, to wit: Being and being in the county of Union and State of Ohio, beginning at a buckeye and ash in the north line of Survey No. 5238, thence north 83 w 200 poles to an iron-wood beech and buckeye (all saplings:) thence S 7 W 80 poles to two beech trees; south 83 E (passing the state road at three perches) 200 poles to a stake witness by a sugar and beech trees, one pole back; thence N 7 E 80 poles to the beginning; containing one hundred acres. Appraised at five dollars per acre. WILLIAM C. MALIN, Sh'ff and Special Master Commissioner.

March 2, '54. (pf$2,50.)

The State of Ohio Union County ss

John B Coats being duly affirmed says that the annexed notice a copy of the annexed notice was published on the 2 pt day of March AD 1854 in a newspaper called "The Marysville Tribune" and that said newspaper was in general circulation in the County of Union Ohio

John B Coats

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

James Lee Clerk

Peter Leiser
vs
James Wilson, Etal
order of sale

Filed April 11, 1854
Francis Lanner Clerk

96

Received
Colet Porter
Atty for Pltff

Received this writ January 14th 1854
I Advertised the within described Real Estate in the Marysville Tribune a News paper Published and in General circulation, in Union County Ohio for at Least thirty days previous to the day of Sale, afterwards to wit on the Eleventh day of April, A D 1854 it being the day I advertised said real Estate to be Sold between the Legal hours of ten o'clock A M and four o'clock P M., I offered said Real Estate Agreeable to Previous notice for sale at the door of the Court House in said County at Public Auction, and Sold Said Real Estate to Charles Rathborn for Six dollars and five cents for the Lot being the best and best bidder therefor and it being More than the two thirds of the Appraised value thereof

| | |
|---|---|
| Fees Milage | 5 |
| Fees | 35 |
| Advertising | 25 |
| Poundage | 6 05 |
| Printers fees | 2 50 |
| ~~Transcript~~ | ~~[illegible]~~ |
| Return | 25 |
| | $9.45 |

$35 for acre

William L Martin Sheriff
in Special Master Commr

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 November Term thereof A.D. 1853, in a certain petition for Partition now pending in said Court wherein, Peter Leiser is Petitioner and James Wilson Etal are defendants. We command you that without delay you proceed to sell at public auction the lands and tenements in the said petition described to wit, described as follows, Begining at a Beech and ash in the north line of Survey No 3238, thence North 83° W 200 poles to an Ironwood beech and buckeye (all saplings) thence S 7 W 80 poles to two beech trees, thence S 83 E passing State Road at 3 perches) 200 poles to a Stake witnessed by a ~~Sugar~~ & beech trees one pole back, thence N 7 E 80 poles to the begining Containing one hundred 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 Turner Clerk of our said Court of Common Pleas at Marysville this 19th day of January A.D. 1854

James Turner Clerk

Filed Nov 22 1853
James Lunden

No 5

Recorded

11 30
1 10
1,20
-5.22
-6.9

## NOTICE.

Peter Sieger
vs.
James Wilson et al } PETITION FOR PARTITION.

JAMES WILSON, John Vogel, Jane Sieger, William Sieger, James Sieger, and Henry Sieger will take notice that a petition was filed against them on the 21st day of September, A. D. 1853, in the Court of Common Pleas of Union county, Ohio, by Peter Sieger, and is now pending, wherein the said Peter Sieger demands partition of the following real estate, situate in the county of Union, and State of Ohio, and bounded and described as follows: Beginning at a beech and ash tree in the north line of survey No. 3238; thence north 83, west 200 poles to an ironwood, beech and buckeye; thence south 7, west 80 poles to two beech trees; thence south 83, east passing state road at 3 perches 200 poles to a stake; thence north 7, east 80 perches to the beginning: containing one hundred acres: and that at the next term of said court application will be made by said Peter Sieger for an order that partition may be made of said premises.

COLE & PORTER,
Solicitors for petitioner.
Marysville, September 28, 1853.

Fee $5,00

Peter Sieger
vs
James Wilson } I hereby certify that I am publisher and proprietor of the Marysville Tribune, a weekly paper published in general circulation in Union County Ohio, and that the annexed notice was published for six consecutive weeks immediately prior to the 21 day of November AD 1853 [illegible]

Sworn to and subscribed to before me this 22d day of November 1853. Jacob Linn Clerk

Peter Luger
vs

James Wilson Et al

Report of Commissioner

No 4

Recorded

Peter Segar
vs
James Wilson et. al

— We the Commissioners appointed in this Cause to make partition of the following Real Estate situate in Knox County Ohio on Survey No 3238 Beginning at a beech and ash on the North line of said survey thence N. 88. W. 200 poles to an iron wood beech and Buckeye (all sapling) S 7, W. 80 poles to two beech trees thence S. 88, E. passing state road at 8 poles 200 poles to a stake with sugar tree and beech 1 pole thence N. 7. E, 80 poles to the beginning containing one hundred acres, between Peter Segar James Wilson John Segar William Segar James Segar and Henry Segar, having been duly sworn upon actual view of the premises We are of opinion that said lands cannot be divided without manifest injury to the same. and therefore we do estimate the value thereof at five dollars per acre

given under our hands this November 22 1853.

A. W. Wilkins,
A. W. Miller
W. M. Winger

Commissioners fees
$1. each

Received this writ the 22d day of Nov 1853
& executed the writ by the parties of the
within named Commissioners, Return upon
Fourth Saturday
(Nov) November 22 1853
Geo Mulkey
Sheriff
Fees 7 00
Return 5
Commissioners 3 00
$ 4 10

William Goldsmith Plaintiff

Peter Sieger
vs
James Wilson et al

Writ of Partition

Filed Nov 22 1853
James Lowe Clerk

No 3

Recorded

Herein together with this writ
Witness James Lowe Clerk
of our said Court of Common Pleas this
22 day of November AD 1853
James Lowe
Clerk

The State of Ohio

To the Sheriff of Union County

Greeting. We command you that without delay by the Oaths of Wm Wineyar ~~A. McCurry~~ ~~Wm Miller~~ Thomas Miller

You cause partition to be made of the following real Estate situate in the County of Union and State of Ohio and bounded and described as follows to wit Beginning at a beech and ash in the North line of survey No. 3238. thence North 83° W 200 poles to an ironwood beech & buckeye (all saplings). thence S. 7. W 80 poles to two beech trees, thence S. 83. E (passing State Road at 3 poles,) 200 poles to a stake witnessed by a sugar and beech trees, one pole back thence N. 7. E. 80 poles to the beginning containing one hundred acres, among the following persons, and in the following proportions to wit to Peter Sieger one equal fourth part, to James Wilson one equal fourth part to John Vogel one equal fourth part, ~~and~~ to William Sieger, James Sieger and Henry Sieger one equal fourth part and undivided between them, in pursuance of an order lately made in our said Court of Common Pleas, within and for the County of Union, in a certain petition for partition wherein Peter Sieger is petitioner and James Wilson 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 the said County of —

Civil/Domestic Case File

Case No. 1853-CV-0062

No. 53-CV-62

# Union Common Pleas Court.

Wm Richards & Co
Plaintiff,

AGAINST

A Tinckam et al
Defendant.

NOV TERM. 1853

JUDGMENT VS DEFENDANT
$269 00

Journal 5 Page 254

Record No. 6 Page 532

Ex. Doc. A Page 374

Law 47

Wm Richards & Co

vs

A Lincoln &

Samuel Maynard

Cost bill made

Record

Wm Richards & Co
against
A Finkham
Samuel Maynard

Petition

D W R

We hereby waive the issuing and service of process to the within petition this 15th day of September 1853
A Finkham
Samuel Maynard

Filed September 26th 1853
James Turner Clerk

The within is the claim of plaintiff, and I have given defendant notice of the same by letter, dated Sept 8th 1853 and have not received any answer thereto. I do therefore consent that the case may be entered upon the docket for trial at the next term of this court.
Dated at Lewiston this 24th day of September 1853

Witness
James W Robinson
Attorney for Plaintiff

Filed Clerk's Office Common Pleas
September
1853
James Turner Clerk

William Richards & Co plaintiffs
against
A Finkham
Samuel Maynard defendants

Court of Common Pleas
Union County Ohio
Petition

William Richards & Co plaintiffs say there is due to them from A Finkham and Samuel Maynard defendants on a note of the said A Finkham & Sam'l Maynard (a copy of which is hereto attached) the sum of two hundred and forty one dollars and twelve cents with interest thereon at ten per cent from the date of said promissory note, to wit; from the 24th day of September AD 1853

Whereupon the plaintiffs ask a judgement against the said defendants for two hundred and forty one dollars and twelve cents with interest thereon at ten per cent from the 24th day of Sept. AD 1852

James W Robinson
Atty's for Pl'ffs

Nine months after date we or either of us promise to pay to the order of Messrs Wm Richards & Co. two hundred and forty one & 12/100 dollars with interest at the rate of ten per cent per annum for value rec

Columbus Ohio
September 24th 1852

A Finkham
Saml Maynard

Union County. James W Robinson being sworn says he is Atty for the plaintiffs, that he has in his possession the promissory note of which the above is a copy, and in which this suit is founded and that the plaintiffs are non resident & absent from this county, and that he believe the statements of the foregoing petition to be true

James W Robinson

Sworn to and subscribed by James W Robinson before me this 26 day of September AD 1853 James Lum Clerk

A. Finkham &
L. Maynard's
note 9 mos.
from Sept 24/52
$241.12/100

241.12
7
6) 168784
28.13
41.12
169.

$241 12/100 Nine months after date we or either of us, promise to pay to the order of Messrs Wm Richards & Co. Two Hundred Forty one & 12/100 Dollars, with interest at the rate of ten per cent per annum For value received

Columbus Ohio
September 24th 1852

A Pinkham
Same endorser

D. A 374

Wm Richardson,
vs
John Bland

Debt
Costs $3,98
Increas 70
this writ 70
Filed Feb, 4th 1856
Jabez Randall Clerk

Recorded
~~W. E. Lee~~
Jas. Turner

Received this writ January 5th AD 1856 and served the same January 28th AD 1856 and received the amount of costs in this case

Fees. Service 55
Mileage 25
Return 10
Poundage 11
81

Retained my fees 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* 21st *day of* November *A. D.* 1853, William Richards & Co,

*recovered against*

John Bland

*as well as the sum of* _____ *dollars and* _____ *cents for* _____ *debt, as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $3.98 *for his cost and charges in that behalf expended, as of record is manifest.*

*You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said* John Bland

*you cause to be* ~~made the damages~~ made the *and costs aforesaid,* ~~with interest thereon from the day of A. D. 18~~ ~~until paid,~~ *also the sum of* $1.40 *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* 3d *day of* January *A. D.* 1856

Taber Randall *Clerk,*

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Richards & Co

To

Tuttle Hunt & Mayne

Proof & Ex

Filed Nov 28 1853

James Lynn Clerk

Wm Richards & Co
vs
Alen Jo Tenbham
Saml Maynard

Judgement $269.00

Issue Ex. for goods &c
J W Belmser
Plffs Atty

Walter Clerk
of Mun Com mon Pleas
Nov 26th 1853

Civil/Domestic Case File

Case No. 1853-CV-0063

Civil/Domestic Case

**1853-CV-0063**

located with

District Court Case

**1855-DC-0006**

Civil/Domestic Case File

Case No. 1853-CV-0064

Civil/Domestic Case

**1853-CV-0064**

located with

District Court Case

**1855-DC-0005**

Civil/Domestic Case File

Case No. 1853-CV-0065

No. 53-CU-65

# Union Common Pleas Court.

John Reitz et al
Plaintiff,

AGAINST

F J Kachler
Defendant.

APR TERM. 1854

Settled

Journal 5 Page 296

Record No. No Record Page

Ex. Doc. A Page 394

Case 40

John Reitz &
Mary Reitz
vs
H J Koehler

Settled cost
Paid no Record

Debt $169.10
Mrs Jen 4.55
Staff 1.86
$175.51

25 - March 27th. 1847 — Oct 15 1853
6
0

John Reitz &
Mary Reitz his wife

vs } Petition &c

Franz Joseph Koehler

Filed Oct 15 1853
James Lowers Clerk

Backus & Geiger.

State of Ohio
Court of Common Pleas ~~Franklin~~ Union County

John Reitz & Mary Reitz his wife plaintiffs
vs
Franz Joseph Koehler defendant

} Petition

The above plaintiffs John Reitz and Mary Reitz his wife formerly Mary Koehler say there is due to them from Frances Joseph Koehler on an account lents attached for Cash lent him by Mary Reitz before her intermarriage with the said John Reitz and interest on the same amounting in all to One hundred & sixty four dollars and ninety eight Cents ($164 98/100

Backus & Geiger
Attys for Plaintiffs

Franz Joseph Koehler
To John & Mary Reitz Dr

| | | | |
|---|---|---|---|
| 1847 | March 27th | To Cash lent (at Zahringers) | $ 25.00 |
| | | To interest 6 yrs 6 mos 12 days | " 9.79 |
| 1848 | Febry 28th | To Cash lent (at Zahringers) | " 15.25 |
| | | Interest for 5 years 5 mos & 10 days | " 4.93 |
| " | Octr 18th | To Cash lent (at Zahringers) | " 2.50 |
| | | Interest 5 years | 0.73 |
| 1849 | April 7th | To Cash lent at Zahringers | " 25.00 |
| | | To interest 4 years & 5 mos | " 6.63 |
| " | " 14th | To Cash paid for a Wagon | " 50.00 |
| | | To interest for 4 yrs 5 mos, 26 days | " 13.35 |
| " | May 17 | To Cash lent at Zahringers | 50 |
| 1850 | | To cash paid at Shefers | 10.00 |
| | | To interest 2 years & 6 mos | 1.50 |
| | | | 164 98 |

Account for plaintiffs

Franklin County Ohio

John Reitz and Mary Reitz being sworn say that they believe the statements of the foregoing petition to be true

Sworn to and signed by John Reitz & Mary Reitz before me this Eight day of October A D 1833

Jeferson Reitz

Mary Reitz

J. P. Bush Notary Public

John Reitz & Mary Reitz his wife plaintiffs

vs

Franz Joseph Koehler defendant

Issue a summons returnable according to law

Amount claimed $164 98/100 with interest from this date

To the Clerk of Union Common Pleas. Ohio

Bachus & Geiger

Atty for plaintiffs

union com Pleas

John Reitz &
Mary Reitz
vs
Franz Joseph Koehler

amount claimed $164.98
with interest
from Oct 8th 1853.

Filed March 10 1854
James Lum Clk

Bachus & Geiser
Atty for Plff

Received this writ March 3d 1854
Served this writ March 9th 1854 by leaving
at the residence of the within named defendant
a certified copy of this writ
March 10th 1854

Fees Mileage 37
Serv 35
Copy 25
Return 5
$1.15

William C Mauk Shff

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF UNION COUNTY.

You are commanded to notify Franz Joseph Koehler that he has been sued by John Reitz & Mary Reitz his wife in the Court of Common Pleas of Union County, and that unless he answer by the first day of April A. D. 1854 the Petition of the said John Reitz & Mary Reitz against him filed in the Clerk's 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 13 day of March A. D. 1854

Witness my hand and the seal of said Court, this 3rd day of March A. D. 1854

James Turner ~~JAMES TURNER~~.

Clerk of Court of Common Pleas of Union County.

Union Comm Pleas

John Reitz &
Mary Reitz
vs
Franz Joseph Koehler

Summons

Amount Claimed $164.98
with interest from
Oct 8 1853

Filed Oct 24 1853
James Lyons clerk

Bachus & Geiger
Attys for Plff

Received this writ October 15th 1853
Atto Austin Jenner Person not found
Muskingum Oct 24th 1853

Alias 3d
Return 5c
5c

William McMain Sheriff

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF UNION COUNTY.

You are commanded to notify Franz Joseph Kachler that he has been sued by John Reitz & Mary Reitz his wife in the Court of Common Pleas of Union County, and that unless he answer by the 12th day of November A. D. 1853 the Petition of the said John Reitz & Mary Reitz against him filed in the Clerk's 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 24th day of October A. D. 1853

Witness my hand and the seal of said Court, this 15th day of October A. D. 1853

James Turner
~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Reitz and wife
v
Koebler

The Clerk will issue another summons
returnable according to law. endorsed as to amt
claimed as in first summons

Becker & Geiger Attys for Plff

1. Mch 1874

Allen Com Plas.

I understand the summons issued in this case was returned
not found. the defendant lives on the Delaware road
about 9 miles from Marysville, somewhere near Sugar
run. He owns a ded one a threshing machine and went
about the Country threshing. Schneider formerly a Sheff
of your Co knows him
Yo the Sheff.

```
      6
     16
     86
     20
     30
     47
    250
  -------
    455
    186
  -------
    641
169,10
-------
175,51
```

Civil/Domestic Case File
Case No. 1853-CV-0066

No. 53-CU-66

# Union Common Pleas Court.

John Russell
Plaintiff,

AGAINST

A S Alden
Defendant.

APR TERM. 1854

JUDGMENT VS DEFENDANT

Settled

Journal 5 Page 297

Record No. Page

Ex. Doc. A Page 455

Lace 41

John Cassil
vs
A S Alden

Cert Bill made
no Record

22
60
47
129

the said John Cassil ought not to have his execution against him of the costs aforesaid according to the force, form and Effect of the said recovery, if it shall seem expedient for him so to do; and further to do and receive what our said court shall then and there consider of him in this behalf; and have you then and there this writ

Witness James Turner Clerk of said court of Common Pleas at Marysville this 19th day of October AD 1853

James Turner Clerk

John Cassil
v
Andrew S. Alden

Scire Facias

Amount claimed $20.45
This writ 35

Filed Oct 20 1853
James Turner Clerk

Received this writ Oct 19th 1853
Served this writ Oct 19th 1853 by delivering to Andrew S Alden a certified copy of this writ

| | | |
|---|---|---|
| | Fees Milage | 35 |
| Oct. 20th 1853 | Fees | 35 |
| | Copy | 40 |
| | Return | 5 |
| | | $1.15 |

William C Malin Sheriff
per Augustus Turner Deputy

The state of Ohio
To the sheriff of Union County Greeting

Whereas lately, to wit on the 14th day of April AD 1841 in our court of Common pleas within and for the county of Union John Cassil, Supervisor &c recovered, by the judgement of said court, against Andrew S. Alden thirteen dollars and six cents for his costs and charges by him about his said suit expended, whereof the said Andrew S. Alden is convicted as appears to us of record; upon which judgement an Execution issued from said court on the 6th day of October AD 1841 Also an Alias Fi. Fa issued on the 18th day of March AD 1844. Also a plurias Fi. Fa issued on the 21st day of May AD 1844 by means of which the increase costs and interest now becomes (over and above a payment of six dollars made in the 6th day of October AD 1841) the sum of twenty dollars and forty five cents. And now on the behalf of the said John Cassil in our said court of common pleas we have been informed that although judgement be there upon given which he avers still remains in full force and effect in no wise set aside, reversed paid off or satisfied, yet execution of the costs aforesaid still remains to be made to him; wherefore the said John Cassil 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 Andrew S. Alden 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

Civil/Domestic Case File

Case No. 1853-CV-0067

No. 53-CU-67

# Union Common Pleas Court

Acton & Woodward
Plaintiff,

against

Isaac Bary
Defendant.

OCT TERM. 1854

Judg. vs Defendant
$320.55

Journal 5 Page 354

Record No. Page

Ex. Doc. A Page 575

Case ~~N~~ # 9

Acton & Woodmut

vs

Isaac Cary

&c &c

certificate made

Recorn

Law 51

Alton & Woodhull

vs

Isaac Cary

Petition

Attachment

Filed Oct 21st 1853
James Lum clerk

Cole & Porter

Acton & Woodruff Plaintiff
vs
Isaac Lacey Defendant } Union Com. Pleas
Petition

Acton & Woodruff say that there is due to them from Isaac Lacey deft, on promissory note of the said Lacey payable to John Stephens, or bearer endorsed to the plaintiff. A copy of which note and indorsement is hereto attached, the sum of three hundred dollars, with interest from the 26th day of August 1853. Whereupon the plaintiff asks for judgment against defendant for three hundred dollars with interest from the said 26th of August 1853.

Cole & Porter Attys
for plaintiff.

Union County

P B Cole Attorney of the plaintiff being duly sworn says he believes the foregoing statement to be true. Affiant further says that reason why plaintiffs themselves did not make this affidavit is, that they reside in Cincinnati and the same could not be done without much trouble and delay.

Suit is also on written note for payment of money by promissory of affiant. P B Cole

Sworn to & subscribed before me
October 20 1853.
James Lemon Clerk

One year after Date I promise to pay to John Stephens or Bearer three hundred dollars for value received of him
Aug. 26th 1852 (Signed) Isaac Lacey.

For value received I assign the within to Acton & Woodruff (Signed) John Stephens

The above is a true copy of note & Endorsement
Cole & Porter

Acton & Woodcut

vs

Isaac Cary

Proof Publication

Filed Oct 13 1854
James Lynn Clerk

# Notice

Acton & Woodmut
vs.
Isaac Cary

} Union Common Pleas
Petition

The said Isaac Cary is hereby notified that a civil action was commenced against him by Acton & Woodmut on the twenty first day of October AD 1853 in the Court of Common Pleas in the County of Union and State of Ohio. The object and prayer of the petition in said case is to recover judgement on a promissory note made by said Cary payable to John Stephens or bearer for three hundred dollars; dated August 26th 1852 payable one year after date. Which note has been assigned by said Stephens to the Plaintiff. The Plaintiff asks in his said petition for a judgement for three hundred dollars with interest thereon from the 26th day of August 1853. The said Isaac Cary is hereby further notified that he is required to answer said petition by the first Saturday of January AD. 1854

Cole & Porter
Attys for Plaintiff

Marysville October 26 '53

n6w4

Acton & Woodmut
vs
Isaac Cary

} I. C. S Hamilton, do hereby certify that the ~~answer~~ above notice was published in the Marysville Tribune a weekly newspaper published and in general circulation in Union County for six consecutive weeks next after the 26th day of October 1854.

C. S. Hamilton
former Editor of Marysville Tribune

Sworn to and subscribed before me this 13th day of October 1854.

James Turner clerk

Received this writ 1st day of November 1853 at 9 Oclock AM ~~I served~~ and there being no Lands or personall property found within my baileiwick I served the within by handing Thomas Harris a true Copy of the Order of attachment & notice. Served Abram Cary Amons Kendall and Daniel Rice by leaving true copys of the within order of attachment & notice with Each of these men at at their usual places of residence
November 4th A.D. 1853

Sheriffs fees $4.15

E McCormack
Sheriff M.C

Marion Common Pleas
Allen Vaccaro
vs
Jacob Long
Order of Attachment

Filed Nov 11 1853
James Blackburn

Sale & Order
Attach to Pay

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

Acton & Woodnut. Plaintiff
vs
Isaac Eary. Defendant } To the Sheriff of Madison County

you are commanded to attach and safely keep the lands tenements goods chattles stocks or interest in stocks rights credits moneys and effects of the Defendant Isaac Eary in your County not Exempt by law from being applied to the payment of the claims of the Plaintiff claim Acton & Woodnut. or so much thereof as will satisfy their claim for three hundred and two dollars & fifty cents, and forty dollars the Probable costs of this action. you make due return of this order on the 10th day of November AD 1853

Witness my hand and the seal said Court this 21st day of October AD 1853

James Turner Clerk
of the court of Common Pleas of Union County

Acton & Woodnut
against } In Attachment
Isaac Eary } Union Common Pleas

To Thomas Harris Amos Kendall. Daniel Rice and Abram Eary you are hereby notified to appear at the next term of the Court of Common Pleas of Union County Ohio. and answer under oath all questions put to you touching the property of every discription and credits of the defendant Isaac Eary in your possession or under your control and you shall disclose truly the amount owing by you to the said Isaac Eary (defendant) whether due or not at or after the service of notice and abide the order of the court thereon

Acton & Woodnut

Oct 21 1853

Witness James Turner Clerk of the court of Common Pleas of Union County Ohio

James Turner Clerk

John L Woodhurst Plaintiff

vs

Grace Cary Defendant } Union Common Pleas

John Stephens agent for the plaintiff

makes oath that the claim in this action against the defendant Grace Cary is upon a note of hand made by the said Cary payable to John Stephens or bearer and by said Stephens assigned to the plaintiffs calling for three hundred dollars ~~dated August 26 1852~~ and payable one year after its date; Affiant further states that the consideration of the said note was for goods sold and delivered; that it is a just claim and that plaintiffs ought as affiant believes recover the said sum of three hundred dollars with interest from the 26th of Aug 1853 till paid. Affiant further says that the said Cary has left the place of his former residence in Madison County Ohio and

Filed Oct 21 1853
James Sinclair

departed from the State of Ohio, with intent to defraud his Creditors, And that the said Lacy is not now a resident of the State of Ohio, but of the State of Illinois as affiant verily believes. Affiant further states that he has good reason to, and verily does believe that one Nesly Marquis of the County of Lenoire Ohio is indebted to the said Lacy in about the sum of one hundred and twenty two dollars by note — Affiant also states that he is informed and believes that Thomas Hoxie Amos Kendall Daniel Rice Abram Baty all of the County of Madison Ohio are also indebted to the said Isaac Lacy but in what Amount affiant is not able to state, — and further saith not

John Stephens

Sworn to and subscribed before me
this 20th day of October 1853 James Ivon Clerk

Acton & Woodward
vs
Isaac Cary
Order of Attachment

Filed Oct 24 1853
James Irwin Clerk

or under your control one year shall
decide, by the answer owning & your
to the said Isaac Cary, defendant, whether
due or not at or after the service of notice
and decide the order of the Court thereon
Oct 21 - 1853 Acton & Woodward
Witness Francis Drumclerk of the
Court of Common Pleas of Muskingum
County, Ohio
Francis Drum Clerk

Received this Oct 21st 1853
No goods or Chattles, Lands or tenements found to
Attach: Oct 27 1853 Delivered to Neely Marshal a certified copy
of this writ October 22 1853
by Leo Milaze
Fees Milaze 45
Ans 35
copy 35
return 5
1.20 Melissa Marshal Muskingum

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

Acton & Woodnut. Plaintiff }
vs } To the Sheriff of Union County
Isaac Cary Defendant }

you are commanded to attach and safely keep the lands tenements goods chattles stocks or interest in stocks rights credits money and effects of the Defendant Isaac Cary in your county not exempt by law from being applied to the payment of the claims of the Plaintiff claim Acton & Woodnut or so much thereof as will satisfy their claim for Three hundred and Two dollars & fifty cents, and Forty Dollars the probable costs of this action you make due return of this order on the 10th day of November AD 1853

Witness my hand and the seal of said court this 21 day of October AD 1853.

James Downer
Clerk of the Court of Common Pleas of Union County

Acton & Woodnut }
agnst } In attachment
Isaac Cary } Union Common Pleas

To Wesley Margris

you are hereby notified to appear at the next term of the court of Common Pleas of Union County Ohio. and answer under oath all questions put to you touching the property of every description and credits of the defendant Isaac Cary in your possession

No. 53-CU-67

# Union Common Pleas Court.

Acter Woodruff
Plaintiff,

AGAINST

Isaac Cary
Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT
320 55

Journal 5 Page 354

Record No. Proved - Page

Ex. Doc. A Page 675

Acton & Woodward

vs

Bruce Casy

Bond of Receiver

Filed Nov 16 1854
James Linn clerk

Acton & Woodward Pltff
vs
Isaac Cary Defendant } In Attachment

We bind ourselves to the State of Ohio in the sum of three hundred dollars, that William C Malin, who was appointed receiver in the above case by the court of Common Pleas of Union County Ohio at the October term thereof AD 1854, shall faithfully perform his duty as such receiver and pay over all money and account for all property which may come to his hands by virtue of his said appointment, at such times and in such manner as the Court may direct William C Malin
Robt his x mark Lipsom

Approved by me
James Thomas Clerk
Nov. 16 1854

Civil/Domestic Case File

Case No. 1853-CV-0068

No. 53-CU-68

# Union Common Pleas Court.

Ambros and Lemon
Plaintiff,

AGAINST

Saxton and Co
Defendant.

April 1855

JUDGMENT VS DEFENDANT

$31. 00

Journal 5 Page 385

Record No. 7 Page 157

Ex. Doc. B Page 36

vs
Joseph Sartwell

Cost bill
made
[illegible] record

Recorded

3) 116
38

3) 175
58 33¢
11 66¢

Ambos & Lenox

vs } Petition

Joseph Saxton & Co

Filed Oct 26 1853
James Lowner Clerk

Recorded

Backus & Geiger
Atty for plfs

State of Ohio
Court of Common Pleas Union County

Charles Ambos & James Lenox
partners in trade under the name
of Ambos & Lenox plaintiffs } Petition
vs
Joseph Saxton & Co a Company
formed for the purpose of carrying
on business within the State of Ohio
under the name of Joseph Saxton & Co. defendants

The aforesaid Ambos & Lenox say that there is due to them from the aforesaid Joseph Saxton & Co on account of goods wares and merchandise delevered by said Ambos & Lenox to said Joseph Saxton & Co a copy of which account is hereto attached a ballance of One hundred & twenty six dollars and nineteen cents with interest from the fifteenth day of December AD 1830

Backus & Geiger
Attys for plaintiffs

City of Columbus
Franklin County Ohio

James Lenox one of the firm of Ambos & Lenox being sworn says that he believes the statements of the foregoing petition to be true

James Lenox

Sworn to and signed
by James Lenox before
me this 22nd day of October
AD 1833

Henry C Noble
Notary Public

Charles Ambos and James Lenox
partners under the name of
Ambos & Lenox, plaintiffs

vs

Joseph Saxton & Co a
Company formed for the purpose
of carrying on business within the
State of Ohio under the name of
Joseph Saxton & Co, defendants

Clerk of Union
County Common Pleas will issue a summons
returnable according to law

Amount claimed,
One hundred & twenty six dollars & nineteen
cents with interest from the 15. Dec 1850

Backus & Leigh
Attys for plaintiffs

Mep Joseph Saston Leo
in af—
Ambrose Lennard

Mess Joseph Saxton Co To Ambrs & Lemos Dr

| | | | | | | |
|---|---|---|---|---|---|---|
| 1850 | | | | | | |
| July | 9 | For 1 Steam Engine | | | 650 " | |
| Oct | 8 | " 370 lbs of Grate bars | @ | 2¢ | 7 40 | |
| Nov | 7 | " 2 Pedestals | 251 | 4½¢ | 11 29 | |
| | 20 | " 1 Pulley | 260 | 4¢ | 10 40 | |
| | | " 1 Shaft | 611 | 4 | 24 44 | |
| | | " 1 Face wheel | 915 | 4 | 36 60 | |
| | | " Turning 1 Shaft | | | 10 " | |
| | | " Boring 1 Face Wheel | | | 9 " | |
| | | " Boring 1 Pulley | | | 2 " | |
| | | " 1 Twist | | | 4 " | |
| | | " 1 Blow off Cock | | | 8 " | |
| Decr | 15 | " Repairing Boiler | | | 15 " | |
| | | " Repairing Engine | | | 10 " | 798 13 |

1850 ——— Contra ———

| | | | | | | |
|---|---|---|---|---|---|---|
| July | 9 | By least | | | 130 " | |
| | 12 | " " | | | 20 " | |
| Aug | 23 | " Bill of Merchandize | | | 438 79 | |
| Sept | 27 | " 1750 lb Old Iron | @ | 1¢ | 17 50 | |
| 1851 | | " 1420 " " " | | ¾¢ | 10 65 | |
| Jany | | " Cash | | | 15 " | |
| Feby | | " " | | | 10 " | |
| May | | " " | | | 30 " | 671 94 |
| | | To Balance | | | | 126 19 |

Interest

Ambos & Lenox

against

Joseph Saxton Co

Answer

Filed Nov 21 1853
James Turner Clerk

Recorded

Copied

(B)

Dr.

1850

| | | |
|---|---|---|
| July 9th | Steam Engine & fixtures | 650.00 |
| Nov 1st | 2 Pedestalls | 11.29 |
| " | 20" 1 Pulley | 10.40 |
| " | " 1 Shaft | 24.44 |
| " | " Turning 1 Shaft | 10.00 |
| " | " Boring 1 Pulley | 2.00 |
| " | " Blow off Cock | 8.00 |
| | | $716.13 |

Cr By

| | | |
|---|---|---|
| July 6th 1850 | By two horses | 145.00 |
| Aug 2d 1850 | " Cash | 150.00 |
| " 23 | " " two horses | 125.00 |
| " " | " " Bill of clothes | 15.82 |
| " " | " " 4 pair blankets @ 3.50 pr pair | 14.00 |
| Sept 27th | " " 1750 lbs of old iron | 17.50 |
| " | " " Makeing a pulley or drum 25# | 20.00 |
| " | " " 1420 lbs of old iron | 14.20 |
| Jany 18th 1851 | " Cash sent by mail | 15.00 |
| Feb 18th | " " Cash " " " | 10.00 |
| May 5th | " " " " " " | 20.00 |
| " 13th | " " " " " " | 10.00 |
| | Damages | 200.00 |
| | | $898.99 |
| | | $172.86 |

2

Answer

(A)

Ambrose & Lennox agreement

32
73
40
7
37
25
216

(B)

Dec

We agree To Sell To Mr Joseph Dalton
the Engine & Boiler now working in our
Machine Shop in Columbus with all steam
pipe pumps & piping for front & Bars also
Shaft valve & Stand pipe engine timbers all
fixtures there to
for the Sum of six Hundred & fifty
dollars to be paid in the following
manner
one hundred & fifty dollars in hand
one hundred in cloth
$300 in horses the same to be delivered
in any time in August next

Hartley & Lemmon

Charge for time work only
$28, dollars not or
damages for not
making wheel properly

Ambos & Leroy plaintiffs } Pleas Court Ohio
against } Court of Common Pleas
Joseph Saxton & Co. defendants } Answer

The defendants answer to said petition as follows

1st That the steam Engine in said petition mentioned was sold to defendants in connection with the grate bars mentioned in said petition and with a drum or pully which was a fixture to said steam engine, according to the terms of a written contract here to attached marked (A) = said pully or Drum was never delivered to the defendants and plaintiffs afterwards agreed with the defendants to pay to them what it should cost them to make a ~~[illegible]~~ suitable one & accordingly defendants made one which cost them twenty dollars

2d That the charge for repairing boiler fifteen dollars and repairing Engine ten dollars should not have been made as the defendants say they do not owe anything therefor

3d That the defendants claim that the plaintiffs should not recover anything from them for the face wheel, and the boring of it and the wrist mentioned in said petition because the defendants say that, Joseph Saxton one of the partners of Joseph Saxton & Co ~~[illegible]~~ specifically chose and pointed out to the plaintiffs a pattern from which to mould one for the defendants, according to which pattern the plaintiffs agreed to mould a face wheel &c for defendants but did not do so, but on the contrary the plaintiffs moulded one after a different

pattern, and so finished it and so inserted the wrist that it was totally unfit for the intended object. That Charles Saxton another member of said Company when he was about to receive it objected to the wheel &c and plaintiffs by stating to him that it was the kind ordered by said Joseph & and by other false and fraudulent statements induced said Charles to take said wheel and try it; that the defendants thereupon made a fair trial of said wheel &c in their mill, and after spending a large sum of money in repairing and fixing said wheel and in repairing the machinery broken by said wheel from time to time, the defendants were compelled to abandon the use thereof and did take said wheel &c entirely out of their mill and lay it aside as a thing entirely worthless and obtained another to carry on their mill; of all which things the plaintiffs had due notice and said wheel which is worthless as aforesaid has been and still is subject to the plaintiffs demand as they very well know. The defendants further say that by means of the failure to furnish to them the fence wheel according to contract and furnished the same in a workmanlike manner and by reason of the premises aforesaid the defendants are damaged the sum of two hundred dollars, and pray this to be allowed as a counter claim.

4th The defendants say that the account here to attached marked (B) contains a true statement of the matters &c between the plaintiffs and defendants and shows that there is due the defendants the sum of one hundred and seventy two dollars & Eighty six cents

for which sum of money the defendants claim & claim and will ask a Judgement against the plaintiffs.

Coats & Robinson
Attys for Defendants

The State of Ohio Union County ss
Joseph Saxton one of the firm of Joseph Saxton & Co being sworn says that he believes the statements of the foregoing answer to be true

Joseph Saxton

Sworn to by Joseph Saxton before me and signed in my presence this 21st day of November AD 1853.

James Lowry Clerk

Ambos & Lenox

vs

Joseph Sexton & Co

Summons

amount claimed $126.19
& interest from the
15th Decr 1850

Filed Oct 26 - 1853
James Lowner Clerk

Recorded

Bachus & Geiser
attys for Plff

Received this writ Oct 26 1853
Levied this writ by delivering to Joseph Sexton & Co
a certified copy of this writ October 26th 1853

Fees Milage 5
Levy 5.5
Copy 2.5
Return 5
90

William Mc Ilvain Sheriff

# THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Joseph Sapton & Co

that They have been sued by Ambos & Lenot

in the Court of Common Pleas of Union County, and that unless They answer by the 26th day of November A. D. 1853 the Petition of the said Ambos & Lenot against them filed in the Clerk's 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 8th day of November A. D. 1853

Witness my hand and the seal of said Court, this 26th day of October A. D. 1853

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Ambos & Lenox
vs
J Saxton & Co

Rec for mts

Filed March 28
1854
James Lunell

Ambos & Lenox

vs

S. Saxton & Co

} Minor Common Pleas

Issue a subpoena for Chartsdefner. Charles Saxton. Elbridge Green Alex. Caris Witnesses for the defendants =

Coats & Robinson
Defts Atty

To the clerk of
Minor Common pleas
March 28th 1854

Andrew J. Leroy

vs

L. Dayton & Co

Attachment

Filed October 18 1854

James Lewis Clerk

Serve this writ by reading to John Cockefer
Elbridge Green and Alexander Lewis
octob 14th 1854 Charles Dayton not found

| | | |
|---|---|---|
| | Fees Mileage | 55 |
| octob 17th 1854 | Serv | 50 |
| | return | 5 |
| | | $1,10 |

William Bellamy Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon John Coots defr. Charles Sapton, Elbridge Green & Alexander Davis

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Second day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Ambos & Lenot is Plaintiff, and J. Sapton & co 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 14th day of Oct A. D. 1854

James Turner Clerk.

Anders & Leiroy
vs
J. Sayton & Co
Rule for Int

Filed April 10 1854
James Dunn Clerk

Serve this writ by Reading to Alexandria Louisiana
Elbridge Green March 30th 1854
Served by Reading to Charles Sutton April 30 1854
Served by Reading to John Carlyle Jr April 4 1854

| | |
|---|---|
| Fees Mileage | 50 |
| Fees | 50 |
| Return | 5 |
| | 105 |

William C. Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon John Carts defner. Charles Sayton. Elbridge Green & Alexander Davis

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Ambos & Lenot is Plaintiff, and J. Sayton & Co 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 29th day of March A. D. 1854

James Turner Clerk.

70899

Ambos & Lenox
vs,
I Saxton & Co
Sub for wit

Filed April 9th 1855
Saber Randall Clerk

Received this writ March 22nd 1855
April 4th 1855 I summoned the within named Charles Stanton
& Elbridge Gerry Alexander Lane & John K Carhartt by leaving
the within writ in the presence of each of them

| | |
|---|---|
| Fees Service | 50 |
| Mileage | 30 |
| Return | 50 |
| | $1.70 |

William H Ruff Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Chales Sayton Elbridge Green Alexander Cavis & John W. Cartsdepner

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 10 o'clock, A. M.,

to testify and the truth to speak on behalf of Defendant

in a certain controversy in said Court depending, wherein

Ambos & Lenoy is Plaintiff, and

Jos. Sayton & Co Defendant, and

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 22d day of March A. D. 1855.

Taber Randall Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0069

No. 53-CV-69

# Union Common Pleas Court.

John A Pitts
Plaintiff,

AGAINST

Saml Ballinger et al
Defendant.

APR TERM 1854

JUDGMENT VS DEFENDANT

$83 75

Journal 5 Page 308

Record No. 6 Page 727

Ex. Doc. A Page 449

Law 43

John A Pitts

vs

Samuel Ballinger

Jpm C McBaughan

cert Bill made

Record

Recorded

Union Common Pleas

John A. Pitts
vs
Samuel Ballinger
W. W. Boughan

Petition

Filed Nov 3 1853
James Lurner Clerk

No 1

James S. Gorde atty

John A Pitts Pltff
vs
Samuel Ballinger
W. M. Bonghan Deft

Court of Common Pleas, Union County Ohio
Petition

John A. Pitts Plaintiff says there is due to him from Samuel Ballinger and W. M. Bonghan Defendants, on the two promissory notes of the said Defendants (a copy of each of which is hereto attached) the following sums of money to wit: On one of said notes the sum of One Hundred Dollars with interest from the first day of January A.D. 1852; And on the other of said notes the sum of One Hundred and fifty Dollars, with interest from the 27th day of August A.D. 1851.

Whereupon the said Plaintiff asks judgement, against the said Defendants for the sum of two Hundred and fifty Dollars, with interest on one Hundred Dollars thereof from January 1st 1852, and interest on one Hundred and fifty Dollars thereof, from August 27th 1851.

By James S. Goode
Pltffs' Atty.

State of Ohio
Clark County } SS

James S. Goode being sworn, says he believes the statements of the foregoing Petition to be true. That he is the duly authorized attorney of the Plaintiff aforesaid; that said Plaintiff is not a resident of the State of Ohio; that the promissory notes mentioned in said Petition, are written instruments for the payment of money only; and are in his possession as such attorney.

James S. Goode

Sworn to by James S. Goode before me & subscribed in my presence this 1st day of November A.D. 1853
As witness my official seal
Leo S Pence
Notary Public

Copies of notes mentioned in the annexed Petition

"$100 "Springfield Augt 27th 1851

On the first day of January after date we promise to pay to the order of John A Pitts, one Hundred Dollars, value received, at the Mad River Valley Branch Bank

(signed) Saml Ballinger
W. M. Boughan "

"$150 "Springfield Augt 27th 1851

On the first day of January 1853 we promise to pay to the order of John A Pitts, One Hundred and fifty Dollars value received with interest, at the Mad River Valley Branch Bank

(signed) Saml Ballinger
" W. M. Boughan "

John A Pitts
vs
Samuel Ballinger
W. M. Boughan

Precipe

Issue a summons returnable according to Law

Amount claimed, 250$ with interest on 100$ thereof from January 1st 1852, and on 150$ thereof from August 27th 1851

James S. Gerde
Pltffs atty

To the Clerk Union Com. Pleas
Nov 1. 1853

Union Common Pleas

John A Pitts

vs

Samuel Ballinger
W. M. Baughan

Amount Claim $250,00
with interest on one
hundred thereof from
Jany 1st 1852, and on
$150, thereof from August
27th 1857

Filed Nov 7 - 1853
James Somer Clerk

No 2

Anthony & Good

Received this writ November 3 1853
Served this writ November 3 1853 by leaving at the Residence
of William M. Baughan a certified copy of the writ
Served this writ November 7 1853 by delivering to Samuel
Ballinger a certified copy of the writ

| | |
|---|---|
| Fees Milage | 50 |
| Serv | 55 |
| Retn | 50 |
| Retn | 10 |
| | 165 |

William C. Martin Marshal

# THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Samuel Ballinger & W. M. Baughan that They ~~has~~ have been sued by John A Pitts in the Court of Common Pleas of Union County, and that unless They answer by the 3th day of December A. D. 1853 the Petition of the said John A Pitts against them filed in the Clerk's 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 14th day of November A. D. 1853

Witness my hand and the seal of said Court, this 3th day of November A. D. 1853

James Turner ~~JAMES TURNER~~

Clerk of Court of Common Pleas of Union County.

Samuel Ballinger
100 Jan 1. 52
6
810 6

April 7

Rec'd on the within twenty
nine Dollars $\frac{75}{100}$ cents
Nov 25. 1853

0 10

Raymond P.O.
Union Co.

| |
|---|
| 2 |
| 52 |
| 60 |
| 10 |
| 41 |
| 487 |

$100 Springfield Augt 27th 1851

On the first day of January after date We promise to pay to the order of John A Pitts

One Hundred Dollars

Value received at the Mad River Saml Ballinger

Valley Branch Bank W. M. Boughum

No. Due

Isaacs & Solomons, Stationers, N.Y.

D a P 449

UNION COMMON PLEAS.

John A. Pitts

vs.

Saml Ballinger &
Wm M. Baughan

**VENDI.**

| | |
|---|---|
| Debt, | $ 83,75 |
| Costs, | 6,20 |
| Increase costs, | 29,36 |
| This Writ, | ,10 |

Goode Att'y

Recorded

Returned and filed June 1. 1861

Taber Randall Clerk.

Jan 8 Sent
Sam Ballinger

Received this writ April 8th A.D. 1861, the obligee to the within Command I advertised the within described lands by tenements for sale at the door of the Courthouse in Marysville on the 1st day of June A.D. 1861 between the legal hours of ten O. clock A.M. and four O. clock P.M. in a public newspaper printed in Marysville Union County, Ohio, called the Union Press, a newspaper of general circulation in said County of Union and after having I do advertise the same for more than thirty days by five consecutive weeks in said paper and having given due notice of the time and place of such sale, I proceeded on the said 1st day of June A.D. 1861 between the legal hours of ten O. clock A.M. and four O. clock P.M. of said day to offer said lands and tenements at public sale at the door of the Courthouse in Marysville in said County and did not sell for want of bidders

Philip Snider Sheriff

| | |
|---|---|
| Fees = service | 55 |
| mileage | 05 |
| advertising | 25 |
| Return | 20 |
| Printers fee | $2.30 = $3.35 |

The State of Ohio, Union County ss.

TO THE SHERIFF OF UNION COUNTY, GREETING:

**WE COMMAND** you to expose to sale those Lands and Tenements of Wm M. Baughan

to wit, part of Survey No. 4404 & bounded as follows On the North by land owned by Orlando Wells On the east by the land of Wm Gladhill on the South by Mill creek & on the west by land formerly owned by Joshua Judy containing twenty three acres more or less

which according to our commands you have taken into your custody, and which remain unsold as you have certified to the Judge of our Court of Common Pleas, of our said County, to satisfy John A. Pitts

the sum of $ 83,75 for his debt, together with $ 6,20 for his costs, with interest thereon, at 6 per cent. from the 12th day of April A. D., 1854 until paid, which late in our said Court the said John A. Pitts recovered against the said Wm M. Baughan & Samuel Ballinger as of record is manifest. Also, $ 29,36 increase of costs, and accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days.

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

Witness, **TABER RANDALL**, Clerk of said Court, at the Court House in Marysville, this 8th day of April A. D., 1861

Taber Randall Clerk.

D A, P 449

UNION COMMON PLEAS.

John A Pitz

VS.

Ballinger & Baughan

**VENDI.**

| | |
|---|---|
| Debt, | $ 83,75 |
| Costs, | 6,20 |
| Increase costs, | 24,70 |
| This Writ, | 70 |

Jas. S. Goode Att'y.

Recorded

Returned and filed August 17th 1859

Taber Randall Clerk.

Rec'd this writ on the 6th day of July 1859 and I collected the within mentioned and described debt in the Marysville Tribune and paid the plaintiff and in general circulation in Union County, said paper was selected for at least thirty days, and afterwards to wit on the 15 day of July 1859 I offered it for sale at the Door of the Court house in Marysville that being the time and place named in said advertisement but it was not sold for want of bidders

Abraham Wiley Sheriff

Fees received - $5.00
mileage — 0.50
Advertisement — 2.50
Printers fee — 3.00
$3.50
Return — 1.00
$3.95

Returnable 6, Sept.

The State of Ohio, Union County ss.

TO THE SHERIFF OF UNION COUNTY, GREETING:

WE COMMAND you to expose to sale those Lands and Tenements of William M. Baughan to wit, part of Survey No. 44048 bounded as follows On the north by lands of Orlando Wells On the East by the land of William Gladhill, On the South by Millcreek & On the West by land of Joshua Judy containing twenty three acres more or less And also those goods & chattels of said Wm M. Baughan & Samuel Ballenger to wit, One Thrashing Machine & Separator

which according to our commands you have taken into your custody, and which remain unsold as you have certified to the Judge of our Court of Common Pleas, of our said County, to satisfy John A. Pitts

the sum of $ 83.75 for his debt, together with $ 6.20 for his costs, with interest thereon, at 6 per cent. from the 12th day of April A. D., 1854 until paid, which late in our said Court the said John A. Pitts recovered against the said Samuel Ballinger & William M. Baughan as of record is manifest. Also, $ 24.70 increase of costs, and accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you make due return of this writ in sixty days.

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

Witness, TABER RANDALL, Clerk of said Court, at the Court House in Marysville, this 6th day of July A. D., 1859

Taber Randall Clerk.

D. A. 449

John A. Pitts
vs
Samuel Ballinger
& Wm M. Baughn

| | |
|---|---|
| Debt | $83,75 |
| Costs | 6,20 |
| Increase cost | 8,93 |
| this writ | 65 |

Filed July 26th 1855
Saber Randall Clerk

Recorded

Jas S. Gaddis
Pltffs Atty

Received this writ July 10th 1855, advertised the within described property for sale on the Nashville Banner, afterwards to wit on the 21st day of July 1855 - it being the time said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders

| | |
|---|---|
| Fees Service | 55 |
| Mileage | 75 |
| Return | 10 |
| Advertisement | 25 |
| Printer fee | 1,00 |
| | 2,65 |

Wm H. Rotts 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 Samuel Ballinger & Wm M. Baughn, to wit, One Thrashing Machine & Separator

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 John A. Pitts the sum of Eighty Three dollars, and Seventy five cents for his ~~for~~ damages, together with 6 20/100 dollars for his costs, with interest thereon from the 12th day of April A. D. 1854 until paid, which late in our said Court the said John A. Pitts recovered against the said Samuel Ballinger & Wm M. Baughn as of record is manifest. Also, $ 8, 93 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 10th day of July A. D. 1855.

Taber Randall Clerk.

S A 449

John A Pitts
5

Samuel Ballinger
Jeremiah McBarnes
Milburn McBarnes

Debt $83.75
Costs 6.20
Costs 3.78
Interest .65

Filed March 7th 1853
John Mendell Clerk

Received
Anthony Foster
Atty for Pltff

Received this writ Larry 8th of 1853
Advertised the within described property for sale in the Marysville Tribune for at least ten days.
Afterward to wit on the 3 day of March AD 1853 it being the time said property was advertised to be sold I offered the same for sale but it was not sold for want of bidders

Fees Service .55
Printers fee $1.00
Advertisement .25
$1.80

William H. Robb Sheriff

The State of Ohio, Union County, ss.

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

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & chattles of Samuel Ballinger & Wm M Baughan To wit one Thrashing machine & Separator

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 John A Pitts the sum of Eighty three ——— dollars and 75 cents for his ~~for~~ damages together with $6.20 for his costs, with interest thereon from the 12 day of April A. D. 1854 until paid, which late in our said Court the said John A Pitts recovered against the said Samuel Ballinger & William M Baughan as of record is manifest. Also, $1.78 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 8 day of January A. D. 1855

James Turner Clerk.

D. A. 449

John A. Pitts
vs
Samuel Ballinger
Wm. M. Baughman

Debt $83,75
Costs 6,20
Increase of cost 6,23
this writ 6,5

Filed Jan 11th 1833
Saber Randall Clerk

Received

Anthony & Gorrell
Attys for Plff

Received this writ April 27th 1833
Advertised the within named threshing machine & separator for sale in the Marysville Tribune a newspaper published and in general circulation in Union County.
Afterwards to wit on the 9th day of June A.D. 1833 it being the time said property was advertised to be sold, the same was offered for sale according to law but was not sold for want of bidders

| | |
|---|---|
| Fees Mileage | .70 |
| Advertisement | .25 |
| Printers fee | $1.00 |
| Return | .10 |
| | $2.05 |

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of Samuel Ballinger & Wm M. Baughn to wit, One Thrashing Machine & Separator

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 John A. Pitts

the sum of Eighty three dollars, and 75 cents for his ~~for~~ damages, together with 6 20/100 dollars for his costs, with interest thereon from the 12th day of April A. D. 1854 until paid, which late in our said Court the said John A. Pitts recovered against the said Samuel Ballinger & William M. Baughn

as of record is manifest. Also, $ 6,23 increase of costs, and accruing costs.— ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days. Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 27th day of April A. D. 1855.

Taber Randall Clerk.

D. A. 449

John A Pitts
vs
Samuel Ballinger
Jno M Baughan

Debt $83.75
Costs 6.20
This writ .73

Filed June 20th 1854
James Turner Clerk

recorded

Received this writ June 19th 1854
Levied on 1st 1854 upon the following Described
Property to wit 1 Blacksmith anvil one
Bellows Adversed Lector Property for sale in
The Marysville Sentinel a Newspaper published
in Yuba County & circulation in said county of Yuba
for at least ten days previous to the day of sale
The day of Advertised sale the 17th day June 1854 at hour
offered the same for sale and not sold for want of
Bidder

Fees Mileage 60
Levy 35
Advertising 35
Return 25
Printers fee 1 00
$2.80

June 20th 1854

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 12th day of April A. D. 1854

John A Pitts

recovered against Samuel Ballinger &
Wm M Baughan

as well as the sum of Eighty three dollars and seventy five cents for his debt, ~~as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages~~; as also the sum of $6,20

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

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Samuel Ballinger &
Wm M Baughan

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 12th day of April A. D. 1854 until paid; also the sum of $0 73 the costs of increase on said Judgement, and accruing costs; and that you ~~have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said~~ make due Return of this writ in sixty days

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this 1st day of June A. D., 1854

James Turner Clerk.

Received this writ November 12th A.D. 1856 and served the same December 9th A.D. 1856
The property levied on not being sufficient to satisfy this claim and finding no goods
or chattels I levied upon the following described real estate to wit: being part
of survey No 4409 bounded as follows on the North by the land of Arkansas
Wells on the East by the land of Wm Gladhill on the South by Millcreek
and on the West by the land of Joshua Lindy, containing
twenty three acres more or less, I caused the same to
be appraised by the oaths of John Dixon Samuel Turner
and Samuel Scott. Advertised said real estate for
sale at least thirty days in the Marysville Tribune a
newspaper published and in general circulation in Union
County. Afterwards to wit: on the 10th day of January A.D. 1857
between the legal hours at the door of the court house in Marysville
that being the time and place such property was advertised to be sold
I offered the same for sale but it was not sold for want of bidders.
The Threshing machine and separator were not found

| | |
|---|---|
| Fees service | 55 |
| Mileage | 1.00 |
| Calling Inquest | 1.00 |
| Appraisers fee | 1.50 |
| Copy of Appraisement | 40 |
| Advertisement | 25 |
| Printers fee | 3.00 |
| Return | 25 |
| | $ 7.95 |

Williams H. Robb Sheriff

D. A. 4449

John A. Pitts
vs
Samuel Bellinger &
Wm M. Baughn

Debt $ 83.75
costs 6.20
Increase costs 12.23
this writ 70

Received
Lot I. Goodell Atty
for Plff

Filed January 13th 1857
John Ranadall Clerk

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 Samuel Ballinger & Wm. M. Baughn to wit, One Thrashing Machine & Separator,

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 John A. Pitts

the sum of Eighty three dollars, and Seventy five cents for his ~~for~~ damages, together with 6 20/100 dollars for his costs, with interest thereon from the 12th day of April A. D. 1854 until paid, which late in our said Court the said John A. Pitts

recovered against the said Samuel Ballinger & William M. Baughn

as of record is manifest. Also, $ 12,23 increase of costs, and accruing costs.— And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you make due return of this writ in sixty days.

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 12th day of November A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF UNION COUNTY, OHIO

D. A. 449

John A. Pitts
vs
Ballinger & Baughan

| | |
|---|---|
| Debt | $83.75 |
| Costs | 6.20 |
| Costs of increase | 20.61 |
| this writ | .70 |

Filed April 14, 1859
Jaber Randall Clerk

Recorded

Good for Plff

Received this writ on the 9th Day of February A.D. 1859 and advertised the within described real estate for Sale at least thirty days in the Marysville Tribune a newspaper published and in general circulation in union county Afterwards to wit on the 9th day of April A.D. 1859 between the hours of 10 oclock Am & 4 oclock P.M at the door of the court house in Marysville that being the time and place named in said advertisement I offered said real estate for Sale but it did not sell for want of bidders

Abraham Wiley sheriff

| | |
|---|---|
| Fees serves | 35 |
| mileage | 45 |
| printers fees | [illegible] |
| Advertisment | 225 |
| Return | 25 |
| | 10 |
| | $3.40 |

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those Lands and Tenements of Wm M. Baughan to wit, part of Survey No. 4404 & bounded as follows On the north by land of lands of Orland Wells On the East by the land of Wm Gladhill On the South by Millcreek & on the west by land of Joshua Judy containing twenty three acres more or less

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

the sum of Eighty three dollars, and Seventy five cents for his debt ~~damages~~, for ~~damages~~, together with Six 20/100 dollars for his costs, with interest thereon from the 12th day of April A. D. 1854 until paid, which late in our said Court the said John A. Pitts recovered against the said Samuel Ballinger & William M. Baughan as of record is manifest. Also, $ 20.61 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 9th day of February A. D. 1859.

Taber Randall Clerk.

Civil/Domestic Case File

Case No. 1853-CV-0070

No. 53-CV-70

# Union Common Pleas Court.

S. M & P. R. R. Co

Plaintiff,

AGAINST

R. P. Mannerol

Defendant.

APR TERM. 1854

Settled

Journal 5 Page 31

Record No. No Record Page

Ex. Doc. A Page 43

Law 44
S M & P R R. Co
v
R P Mann Etal

Filed Nov 23 1853
James Lowry Clerk

Cert bill
made
No Record

Probate Court continued and held at the office of said Court in 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 twenty second day of October in the year of our Lord one thousand Eight hundred and fifty three.

The Springfield Mt. Vernon and Pitsburg Rail Road Company vs R. P. Mason et. als } Act of appropriation

Be it remembered that heretofore to wit; on the 17th day of October AD 1853 the said Springfield, Mt Vernon, and Pitsburg Rail Road Company, by its Attorneys Cole & Porter filed the following Petition to wit; To the Probate Court of Union County and State of Ohio, your Petitioner, The Springfield, Mt Vernon and Pitsburg Rail Road Company show by an act of the legislature of Ohio, entitled "an act to incorporate the Springfield and Mansfield Rail Road Company" passed March 21st AD 1850, and by an amendatory act passed by said Legislature February 20th AD 1851, your petitioner became incorporated under the name and style of the Springfield and Mansfield Rail Road Company, with perpetual succession, and were by that name and style entitled to have, ~~[illegible]~~ enjoy, and were thereby vested with all the rights, privileges, powers and franchises, and were made subject to all the restrictions of the act entitled "an act regulating Rail Road Companies passed Febru-

ary 11th A.D. 1848, except so far as the same was modified by the provision of the said act of incorporation, and your petitioners were thereby authorized to build a Rail Road commencing at Springfield in Clark County, thence by the most practicable rout to Marysville in Union County, thence by such rout as the directors of said Company, or a majority of them may select, to Mansfield in Richland County or to the Cleveland, Columbus and Cincinnati Rail Road, intersecting the same at the most eligible point on the route from Springfield to Mansfield as said Corporation may determine, or if a majority of said directors so determine, the eastern termination of said Rail Road may be fixed at Londenville in Ashland County, or at any point on the Pensylvania and Ohio Rail Road or at any point on any Rail Road connecting with the Road of the Ohio and Pensylvania Rail Road Company. Your Petitioners further show that in pursuance of the Statute in such case made and provided their Corporate name was changed from "The Springfield and Mansfield Rail Road Company" to "The Springfield Mt Vernon and Pittsburg Rail Road Company" by a decree of the Court of Common Pleas in and for Clark County Ohio, at the August term of said Court, in the year A.D. 1852, and that your Petitioners have taken all requisite and legal steps to perfect said change of name. Your Petitioners further show that by virtue of the powers and privileges conferred upon them by the aforesaid acts of the Legislature of Ohio, they became duly organized, and have located, and commenced constructing

said Rail Road from the City of Springfield in Clark County to a point in the Cleveland Columbus and Cincinnati Rail Road east of the town of Delaware in Delaware County Ohio, which said Cleveland, Columbus and Cincinnati Rail Road connects with the Ohio and Pensylvania Rail Road, And your Petitioners further show that they have in good faith located and let said Rail Road to Contractors from Delaware in Delaware County to Mt Vernon in Knox County and have commenced the location of said Road from Mt Vernon to a point in the Ohio & Pensylvania Rail Road a few miles (to wit, from 3 to 6 miles) east of the town of Loudenville in Ashland County, which, when completed will make a continuous line of Rail Road from the city of Springfield aforesaid to the Ohio & Pensylvania Rail Road aforesaid, Your Petitioners further show that for the purposes of constructing, using and maintaining said Springfield Mt Vernon and Pitsburg Rail Road it was necessary for them to locate a part of said Rail Road through Union County Ohio, and that it is absolutely and indispensably necessary to the construction and using of said Rail Road that your Petitioners obtain the strips of land herein after described, Your Petitioners have purchased a large portion of the land or strips of land in Union County over which they find it necessary and convenient as aforesaid for them to locate construct and use said Rail Road.

But there are persons owning parts of said strips of land (over which said Rail Road as located will pass) and which is necessary to construct, maintain and use said Rail Road, with whom your Petitioners have been and are unable to make any contract or agreement for the right of property or ~~the~~ right of Way. Your Petitioners respectfully show that in order to construct maintain and use their said Rail Road it is necessary for them to appropriate and have condemned for such use the following severally described parcels of real estate, which are ~~owned~~ severally owned by the person or persons respectively named and designated as the owners of each, to wit; the following land owned by Timothy Elwell & John Elwell, residents of Union County Ohio, to wit, situate in the County of Union and state of Ohio, and in the town of Milford, known as lot No (41) being part of Alexander Kerr's Survey No 5127 Virginia Military reserve, of the land belonging to said Elwells which said Company hereby seeks to appropriate is more particularly described as follows, to wit; Beginning at the ~~most~~ South Easterly of said lot No 41 on the Corner of Water and Market Streets in said town of Milford, thence with the northerly line of Water Street N. 72 W. 10 feet to a stake, thence N. 38° 45' E. 35 feet to a stake in the Westerly line of Market Street, thence with said Westerly line S. 18° W. 32½ feet

to the place of beginning, containing one hundred and Sixty two and one half feet of land, the same more or less. The work to be done on the above described strip of land is a part of the said Springfield Mt Vernon and Pitsburg Rail Road extending from one extremity of said strip to the other, from the West point to the East point of said strip is 34 feet having an embankment of one foot, a base to 21 ft width side slopes in ratio to 1½ to 1 foot. Ballast 1½ foot high. Also the following described strip of land owned by Reubin P. Mann of said Union County, Said Strip being part of out lot No (1) one adjoining to town of Milford in Union County, Ohio. is part of Kerrs survey No 5727, and is more particularly described as follows Beginning at a stake at North westerly corner of said out lot No 1, thence along the back line of said town lot S. 72° E. 8 poles 17½ links to a stake, thence S. 38° 45' W. 18 poles & 14 links to a stake in the Westerly line of said out lot No (1) thence with said line N. 11° E. 17 poles & 14 links to the beginning, containing one rood and thirty poles of land, the same more or less. The work to be done on last strip is a part of the Springfield Mt Vernon and Pitsburg Rail Road, from the west point to the east point of said Strip is 75 feet. having an excavation of 1 foot 6 inches - a base to 21 feet width, side slopes in ratio 1½ to 1 foot, Ballast 1½ ~~feet~~ high. for a more minute description of Work to be done &c, reference is made to a map and profile herewith filed marked (A.) and made

a part hereof Map on file The land owned by the Elwells is designated on said map by the names of "J. & J. Elwell," written on said map, Also the part owned by said Mann is known on said map by "Dr R. P. Mann" written thereon. Your Petitioners therefore pray that a Jury may be ordered as required by law to estimate and value the amount of compensation which the said several owners are entitled or may be entitled to for the property so appropriated as aforesaid; and also, that due notice according to law be issued, and served upon said owners of ~~their~~ the property sought to be appropriated as aforesaid, and that such other and further proceedings in the premises be had that the said property may be condemned for the purposes aforesaid.
By Cole & Porter Atty's for R. R. Co.

And afterwards to wit, on the 17th day of October, AD 1853, the following notice was issued to the Clerk of the Court of Common pleas, and the Sheriff of said County to wit, Springfield Mt Vernon and Pitsburg Rail Road Co. vs R. P. Mann et als } Union Probate Court. Appropriation. 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 of the pendency of the above cause and required to draw from the Jury Box of said Court of Common Pleas within one day from the date hereof, a Jury of twelve men, to estimate and assess the damages resulting to the several Defendants herein by reason of said appropriation and

make due return of this writ to this Court
Witness Thomas Brown Judge of said
Probate Court at Marysville, this 17th day
of October A.D. 1853 [L.S.] Thos Brown P.J.
And afterwards to wit: on the Eighteenth
day of the month and year last above written
said writ was returned with the following
names endorsed thereon, to wit, 1 J. C. Sidle
2. Westley Amring 3 William Davis, 4. John Gam-
ble, 5 James S. Wright. 6 Lewis Bricker 7. John
Cartzdafner, 8 Lemont Eckart. 9 Harrison Shaw.
10 William M. Baughan, 11 John M. Williams
12. Moses Dean. And afterwards to wit: on
the day and year last above written, the fol-
lowing Venire was issued to the Sheriff of
said County to wit. The State of Ohio [L.S.] To
the sheriff of Union County, greeting; We command
you that without delay you summons J. C. Sidle
Westley Amring, William Davis, John Gamble
James S. Wright Lewis Bricker, John Cartz-
dafner, Lemont Eckart, Harrison Shaw, William
M. Baughan, John M. Williams and Moses
Dean, to be and appear before the Probate
Court within and for the County of Union
at the office thereof in said County on
the 22nd day of October instant, at nine
O.Clock A.M. then and there to be impanneled
and sworn as a Jury to estimate and assess
damages by reason of Appropriation, Witness
Thomas Brown Probate Judge within and
for said County at Marysville, this 18th
day of October A.D. 1853. Thos Brown P.J.
which writ was returned on the 22nd day of
October in the year above written endorsed.

as follows, to wit: Received this writ Oct 18th 1853 Served this writ by reading to J. C. Sidle, Oct. 19th 1853, Reading to Westley Amrine Oct 19th 1853, Reading to William Davis " 20th 1853, Reading to John Gamble " 20 1853, served by leaving a copy at the residence of James S. Right and Lewis Bricker Oct 19th 1853. Reading to John Cartzdafner Oct 20, 1853 served by leaving a copy at the residence of Lemont Ecart Oct 20th 1853, by reading to Harrison Shaw Oct. 20, 1853, By copy at the residence of William M Baughan Oct 20th 1853, By reading to John M. Williams Oct. 20, 1853, By copy at the residence of Moses Dean Oct. 20th 1853 — Oct 22nd 1853. Fees, Service $4.00 William C. Malin Sheriff. And afterwards to wit, on the said 18th day of October, A.D. 1853, the following notice was issued from the Court: to wit S. Mt. V. & P. R. R. Co. vs R. P. Mann et als } Union Probate Court — Appropriation, To R. P. Mann, J. H. Elwell and John Elwell Greeting, You are hereby notified that the said Springfield Mt Vernon and Pitsburg Rail Road Company have filed their act of appropriation against you and that a jury have been summoned to attend at the office of said Court at Marysville, in said County on the 22nd day of October instant at 9 oclock A.M. then and there to be empanneled and sworn to render a just verdict in said Cause, Witness Thomas Brown, Judge of said Court at Marysville this 18th day of October A.D. 1853. [L.S.] Thos Brown P.J. which writ was returned endorsed as follows to wit, Received the writ October 18th 1853. Served this writ by delivering R.P.

Mann and Timothy Elwell each a certified copy of this writ, John Elwell was not at home, and there was no person at his residence that I could leave a copy of this writ with, the above service was made Oct 21st 1853 Oct 22nd 1853 Fees, Milage 25 service 75 Copy 40 return 5=145. William C Mahin Sheriff. And afterwards to wit on the day and year first above written Timothy H. Elwell by James W. Robinson his Attorney filed the following instrument to wit: The Springfield Mt Vernon and Pitsburg Rail Road Company against T. H. Elwell and others, Probate Court Union County Ohio, Appropriation. The Defendant Timothy H Elwell now comes, not waiving any of his advantages on account of the errors and imperfections in the proceedings &c in this case, and objects to any further proceedings herein, 1st Because he has not had any legal notice of the commencement and pendency of this proceeding, 2nd Because he was making arrangement with said Company, whereby the measure of damages occasioned to this defendant's land by said Company, should be ascertained by reference to arbitrators= This defendant would show if he had received a reasonable notice, that he and William Gabel, agent of said Company, had agreed to leave the matter in controversy to arbitrators, but the agreement had not yet been reduced to writing, but the time was fixed when the bond was to be executed The Company aforesaid and this defendant have not been ~~not been~~ unable

to agree with each other upon the compensation to be paid for the premises of this defendant which are needed by said Company, and which they now seek to appropriate T. H. Elwell. And afterwards, to wit: on the day and year first above written came the parties by their Attorneys, and also came a jury, to wit: J. C. Sidle, William Davis, John Gamble James S. Wright, Lewis Bricker, John Cartzdafner, Lemont Ecart, Harrison Shaw William M. Baughem, John M. Williams Moses Dean and John Nettleton a talisman Juror, instead of Westley Amrine, a regular Juror who was called but came not, and Timothy Elwell, one of the Defendants, moved to be discharged from this suit, pleading that he had not legal notice of its pendancy which motion the Court overruled, whereupon the said jury was empanneled and sworn justly and impartially to assess the damage resulting to the said defendants by reason of the said appropriation, and placed in Charge of the Sheriff of said County to be conducted to the premises sought to be appropriated by said Company in presence of William Gabril on the part of the Company and C. C. Kennedy on the part of the said defendants, according to the Statute in such case made and provided, and the cause continued. And afterwards, to wit: on the same day last aforesaid came again the parties by their Attorneys, and also came the jury empanneled and sworn herein this morning and upon the hearing

of the cause, the said Plaintiffs by their Attorneys filed the following Bill of exceptions to wit: Springfield Mt Vernon and Pittsburg R.R. vs J. & J. Colwell et als, Proceedings to appropriate land to use of said Corporation. On the trial of this cause the Plaintiff called James Riddle a witness and offered to prove for the purpose of sustaining issue on his part the following facts, Plaintiff proposed to ask the witness the value of the land appropriated previous to and at the time of the location of the road, which question the court overruled to which ruling the Rail Road Company excepts, and prays the Court to sign and seal the same and that it may be made part of the record which is accordingly, done and the same is ordered to be made part of the record Thos Brown P.J. (Seal) And the evidence being heard on behalf of the parties before the Court and Jury the following exceptions were taken to the Charging of the Jury by the Court, and filed herein to wit: The S. Mt. V. & P. R.R. Co vs R.P. Mann et als Appropriation Probate Court. Be it remembered that on the trial of this Cause the Counsel for said Company asked the Court to instruct the Jury that the true rule in assessing damages is "the true value of the land appropriated" which ruling the court refused to give but directed as follows, That the true rule is That they assess according to the best of their judgment the damages in money, which will be done, to the owners of the land, by the appropriation of the lands in the proceedings

now pending, which consists not only of the value of the land appropriated, but all damages resulting directly from the appropriation of the land, such as moving buildings & walls, &c. which are rendered necessary by the appropriation, To which ruling the Counsel for the Company objected and excepted, and prayed the court to sign and seal this Bill of exceptions, and make it a part of the record, which is accordingly done, Thos Brown P. J. (Seal) Whereupon the said jury retired and returned their verdict as follows, to wit. Springfield Mt Vernon & Pitsburg Rail Road Company vs R. P. Mann, The jurors in this case award to said R. P. Mann for the appropriation of land to said Company $150. one hundred and fifty dollars damages. Springfield Mt Vernon & Pitsburg Rail Road Company vs T. & J. Elwell, The jury in this case award to the said Timothy Elwell for the appropriation and damages $135 without refference to the embankment in the street, and the said verdicts are by the Court hereby confirmed, attested Thos Brown P. J.

The State of Ohio
Union County ss

I, Thomas Brown, judge of the Probate Court within and for the said county of Union and state of Ohio do hereby

I by certify that the above and foregoing is a full and true copy of the records of the proceedings in said Court upon the above named cause

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Marysville this 23d day of November AD 1853

Thos Brown T.J.

Fees $3,75

Springfield Mt
Vernon & Pittsburg
R R. Co
vs

R P Mann
et al

Cert of
certiorari

Filed Nov 14th 1853
Thos Brown P.J.

The State of Ohio
Union County ss

To the Judge of the Probate Court in and for said County, we being willing for certain causes to be certified in our Court of Comon Pleas of certain Proceedings lately had before you between The Springfield Mount Vernon & Pittsburg Rail Road Co & R P Mann & J to Elevate upon a certain Motion to appropriate Lands, do command without delay you send to the Court of Common Pleas in and for said County a certified transcript of the record of the Judgment and Proceedings aforesaid with all things touching the same as fully and entirely as they remain in said Probate Court before you by whatsoever name the Parties may be called therein to gether with this writ so that having the same in our said Court of Common Pleas next at the Court House in said County we may further cause to be done thereupon what of right we shall see fit to be done

Witness James Lyon Clerk of our said Court of Common Pleas at the Court House in Marysville this 5 day of November 1853

James Lyon Clerk

Civil/Domestic Case File

Case No. 1853-CV-0071

No. 53-CV-71

# Union Common Pleas Court.

James Cluggage Plaintiff,

AGAINST

Caroline Ballou et al Defendant.

April 1855

JUD'G VS PLAINT'F

Journal 5 Page 386

Record No. 7 Page 135

Ex. Doc. B Page 33

Law

No 11

James Lugase
for the use of
Bill Welsh
vs
Caroline Gallon
Et al

Cert bill
made Rec

Recorded

Plaintiff for the use of Bell & Welsh vs. Le Baron & James & Trustees

Amendment to this petition by leave of the Court April 10 1853

1st Count — Insert at the end of the 8th line in the petition after the word "seven" the following: The plaintiff further says that the Jack as which was the consideration the note on which this suit is brought was a foal getter, and as ready to perform covering as the common run of Jacks

P. Bleecker Atty for Plff

Amended petition filed April 10 1853 John Randall Clerk

Plaintiff's first amd petition

Bell & Welsh vs. Le Baron & James

Comes the plaintiff & for cause of action states that on the 25th day of March 1852 the defendants executed their promissory note to the order of the plaintiff for the sum of $300 payable on the 1st day of January 1853 with interest at the rate of 6 per cent per annum from date, a copy of said note is as follows, to wit:

$300 Boston March 25th 1852

For value received we promise to pay Bell & Welsh or order three hundred dollars on the first day of January next with interest at the rate of 6 per cent per annum from date

Le Baron & James

Trustees

Caroline Bassett

Alex. H. Sawyer

Christopher C. Baxter

Witness Chas. E. Mayo

Filed June 14 1853 James Dunn Clerk

Recorded

P. Bleecker Atty for Plff

James Chugage for the use of Bill Welch Plaintiffs

vs

Caroline Ballou Administratrix of John T. Davis & Administrator of Henry W. Ballou, and Erastus Martin, Summons

Defendants

Court of Common Pleas Union County.

Debt

James Chugage Plaintiff says there is due to him from the said Henry W. Ballou and Erastus Martin on a promissory note of the said Henry W. Ballou and Erastus Martin, a copy of which is hereto attached the sum of one hundred and ~~twenty~~ fifty dollars with interest from the 18th day of October one thousand eight hundred and forty seven, wherefore the plaintiff asks judgement against the defendant for one hundred and twenty five dollars with interest from October 18. 1847

The clerk will issue to sheriff Union County for Caroline Ballou and John T. Davis administrators &c. and to sheriff Champaign County & to Erastus Martin

Logan County ss

P. B. Cole Attorney for Plaintiffs

P. B. Cole Attorney for Plaintiff

James Chugage being duly sworn says that he believes the statements in the foregoing petition to be true. This affidavit is made by affiant on account of non residence of the plaintiff.

P. B. Cole

Subscribed to and sworn before me this 17 November 1852.

James Sumner Clerk

Copy of note on file and not paid

Springfield Oct. 18th 1847 For value received we promise to pay James Chugage or bearer one hundred and twenty five dollars for value received witness our hands and seals the day and year first above written

Henry W. Ballou (Seal)
Erastus Martin (Seal)

Witness J. T. Davis

Indorsed on the back of the above note

Pay the within note to James Chugage or order

Springfield Oct. 18th 1847

Henry W. Ballou
Erastus Martin

Witness J. T. Davis

Pay the within note to James Chugage or order

Springfield Oct. 18th 1847

Henry W. Ballou
Erastus Martin

Witness J. T. Davis

James Blossom
for the use of
Bill Welsh
vs
Caroline Bellow
John G Davis
Admr of Henry
Vs Bellow Etal

Amount claim
with int $125.00
from oct 18th 1847

Filed Nov 22 1853
James Sumner Clerk

Calc of Porter

Received this writ November 17th 1853
Served this writ By Delivering to Caroline
Ballow and John G Davis a certified copy of
this writ November 17th 1853 The within named
Erastus Martin not found

November 22d 1853

| | |
|---|---|
| Fees Mileage | 50 |
| Serv | 75 |
| Copy | 50 |
| Return | 5 |
| | 1.80 |

William C Mullin Sheriff

## THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY.

You are commanded to notify Coroline Ballow & John T Davis administrators of Henry W Ballow dec'd & Erastus Martin Survivor of Henry Ballow that They have been sued by James Cluggage for the use of Bill Welsh in the Court of Common Pleas of Union County, and that unless They answer by the 17th day of December A. D. 1853 the Petition of the said James Cluggage for use against them filed in the Clerk's 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 28th day of November A. D. 1853

Witness my hand and the seal of said Court, this 17th day of November A. D. 1853

James Turner ~~JAMES TURNER~~

Clerk of Court of Common Pleas of Union County.

Union Com. Plas

James Clugage for the use of Bill Welch

vs

Crockett Ballou Litton

Answer

Filed April 11 1854

James Lindsey Clk

Re Recorded by me

James Clingan, for the use of Bill Weld

vs

Caroline Ballou, Admx & John T. Davis, Admr. of Henry W. Ballou, and Ezra Martin, Survivor

Court of Common Pleas of Union County, Ohio

Ac. Cont.

The defendants Caroline Ballou, Administratrix & John T. Davis, Admr. of Henry W. Ballou and Ezra Martin, answer to the petition, that they are not indebted to the plaintiff as stated in said petition, that said Jack was "not a foal getter and" is ready to perform Covering as the Common sire of Jacks".

Young & Leedom,
Attys. for Defs.

The State of Ohio
Union County } ss.

John T. Davis, one of the defendants in the above case, being duly sworn, says that he believes the statements of the foregoing answer to be true.

Sworn to by John T. Davis & subscribed by him before me & in my presence April 11, 1854.

John T. Davis

Sworn to & subscribed before me April 11 1854
James Turner Clerk

I S G Smith a Justice of the Peace in and for the Township of Rush and County of Champaign Ohio do hereby certify that the above named Nathan Davis, Wm Spurs and Geo P Howard were by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice.

In testimony whereof I have hereunto set my hand this 10th day June 1854

Sam'l G Smith J P

James Cluggage
For use of Bill Welch
vs
Estate of Henry Ballou
& Erastus Martin

Union Co Court of
Common Pleas

Depositions will be taken in the above named case before Samuel B Smith a justice of the peace for Rush tpt Champaign Co at his Office in said township on the 16th of June 1854

Woodstock
June 8th 1854

Cole & Lincoln Attys for Plaintiff

In union Comm Pleas

James Cluggage for the use of Bill Welsh
vs
Caroline Ballou & John T Davis Admrs &c and Erastus Martin Survivor

Amount Claimed $125 00 with interest from the 18th day of October 1847

File Nov 22/53
James Linn Clk

Cole & Porter Attys for Plff

Rec'd this writ Nov 21st 1853 at 1 o'clock PM and on same day served the same personally by copy on Erastus Martin

Daniel F Sloan Shff
By Thos C Ogborn Dep'y

Fees $1.20

Isabella
Priscilla

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF UNION COUNTY.

You are commanded to notify Caroline Ballou & John T Davis, admrs of Henry Ballou dec'd & Erastus Martin survivor that They have been sued by James Cluggage for the use of Bill Welsh in the Court of Common Pleas of Union County, and that unless They answer by the 17th day of December A. D. 1853 the Petition of the said James Cluggage for use against them filed in the Clerk's 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 27th day of November A. D. 1853

Witness my hand and the seal of said Court, this 19th day of November A. D. 1853

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Chegage for the
use of Welsh
vs
Cordin Bellow
Sets for Writ,

Filed April 10 1855
Esher Rondall Clerk

Received this writ April 10th 1855 & have served it same day by reading the within writ in the presence of the within named Lynne Fillington & R. C. Mallon & S. M. Trimble and delivered a copy thereof

Fees service 50
Return 05
55

William H. Robbins Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon R. C. Motton G. M. Kimball E. Cranston & James Lillington

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 1st day of next term, at o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said Court depending, wherein James Cluggage for the use of Bill Webster Plaintiff, and Caroline Ballou Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 10th day of April A. D. 1855.

Taber Randall Clerk.

Clausse for
the use of B. Wilson
vs
Ballou
et al

Depositions

Filed June 13 1864
Dennis Lynn Clerk

Depositions of Witnesses taken in a cause pending in the court of common Pleas of Union County Ohio, Wherein James Clugage for the use of Bill Welch is Plaintiff and Estate of Henry Ballow and Erastus Martin defendants in pursuance of notice hereto attached and at the time and place therein mentioned present Geo Lincoln agt for Plaintiff and John I Davis Admr of the Estate of Henry Ballow dec'd & Erastus Martin defendants

Nathan Davis of the County of Champaign of lawful age being first duly sworn by me as hereinafter certified deposes as follows

1 Question, did you know of Jack belonging Erastus Martin that got his leg broke a few years ago
answer, I did

2 was he a good foal getter
Ans have heard Martin say he was sure
did you hear Martin say how many mules sired Jack got of a certain No of mares
out of 20 or 21 Mares got 18 or 19 Mules

3 are you used to tending these animals
and have tended Jack some

4 Is it not a common thing for Jacks sometimes to refuse to cover mares
Have found one or two instances
I have handled
where Jacks have refused to cover mares

5 How many different Jacks have you tended
answer Two,

6 Ans did you consider those common courses
as far as acquainted I do

7 Is 18 colts out of 21 Mares an average or not
Ans I consider it very good Excepted to W Hadley by Pltf
8 In what year did Mr Martin own this Jack
Answer I think 3 years ago he got his leg broke
did you know that Jack that broke his leg to be
the one Mr Martin bot & gave his note for
ans I know this to be the Jack that Martin
and Ballou bot of some one

Excepted to as stating by Def

Upon Cross examination by defendant to the
said Nathan Davis further says
1st Do you or do you not know this to be
the Jack Mr Martin gave his note for
ans I know this to be the Jack Martin & Ballou
bot together
Do you know how long Martin used that
Jack Ans No sir
Was you acquainted with that Jack during
any season
I never saw him led out to a Mare
I believe
Did you ever hear Henry Ballou
say any thing in reference to this Jack
Have heard him say he was very glad
he had got rid of him
did he assign any reason
Have heard him say he was not good
for anything
Had you any knowledge how many Mares
that Jack got
Ans Only what I was told by Mr Martin
From your knowledge of Jack as you got it & what did you suppose
him to be worth
From report in neighborhood I did not think

him worth. before Mr Martin told me what he
did. an I did not believe much he said
Did you ever hear Henry Ballow say he had
ever tried to cover mares with this Jack.
No Sir. have heard him say they had been
all the few moon trying to get this Jack to
cover a mare and could not do it
Had you any knowledge of any persons who
had taken any mares to this Jacks make
any remarks about him
I could not name any person
but had heard many a boring Martin about him
frequently
Question by Plaintiff
Was Mr Martin trying to sell this Jack at the
time the made the statement that the Jack got
so many mules
I that him to be recommending
him for the purpose of selling him
Nathan Davis

Mrs Spears of the county of Champaign
of lawful age being first duly sworn by me
as hereafter certified deposes as follows
Did Mr Martin a few years ago claim
Pay for you for a foal your Jenny had
He did said my Jenny broke in his
field where his Jack was and when he
found her to be with foal he claimed
pay for the foal
Upon cross examination by
by defendants said Mrs Spears further says
did you consider Martin in earnest at
that time. he made this demand
I believe he would have taken money
if I would have paid it Wm. B. Spears

Geo P Howard of the County of Champaign and of lawful being first duly sworn by me as hereafter certified deposes as follows

Question Did you know of a Jack that Martin & Ballard owned in company a few years ago afterward broke his leg

Ans I knew such a Jack

Martin had a Jack of mine at his I was often at his barn when these Jacks were doing business saw his Jack 2 or 3 times serve mares.

Have you any means of knowing how many mares this Jack went to

Never saw his Jack took but Martin told me he went to about 20 Mares

What No of Mares do you consider an average no ~~of mares~~ in our season

Ans A Jack in good health 50. Ordinary 40.

did you ever hear Martin make any complaint about this Jack

ans. He was fretful at times when he had been out

Have you been considerably used to Jacks

Ans. Have had the care of them for a No of years

Is it anything uncommon for Jacks to refuse to cover mares

It is not some days will refuse other days will cover readily and some mares they will refuse entirely

Does it need a steady hand to make Jacks perform well

Ans. It does needs a man with a good deal of Judgement and patience

Did Mr Martin at the time you spoke of as being fretful manifest this kind of a disposition

He wanted on him as long as it would have taken a good Jack to perform and then turned round and put him in the barn

Is a person who has a considerable of the business a fit hand to take care of a Jack

As a general thing they would not for they are an animal that will not be hurried

Have you known ~~several~~ Jacks considered as good foal getters not to cover more than 20 Mares

Ans when he could not get them but Jacks are more apt to be troublesome at the first of the season than after they commence to do business

~~Did Mr Martin stand that Jack more than one season~~

Upon cross examination by Defendants Sd Geo P. Howard further says

Did you say you were at Mr Martins barn frequently while these Jacks were doing business

Ans I did

Did Mr Martin keep a Jenet or Mule at that time.

Ans He did. Just ago have commenced moving to his farm said mule

was this Jack of Martins as ready to com
mand as ordinary Jacks
Should think by what I know of him that he
was not
do you ~~think~~ know how many mules you
got of me that came from my Jack
I do not for I do not know the individual
ones apart
Have you any knowledge of this Jacks performing
better in last part of season
when this Jack was brot out if he did
not get ready in about the usual time he
was led back and mare brot out
Plaintiffs Dont these Jacks vary in different seasons
They do but owing to their treatment
through the winter
Sefd was this Jack of Martins in fistrate condition
of flesh or not
I should think him
in good flesh but not very fat
Geo P. Howard

The plaintiffs Except to that part of ~~John~~ Nathan Davis Deposition, which gives the statements of Henry Badam in regard to the Jack. Also Except to all hearsay testimony in all said Depositions,

Cole & Sinclair
Attys for Pltffs.

Filed
June 15th 1854,

Civil/Domestic Case File

Case No. 1853-CV-0072

No. 53-CV-72

# Union Common Pleas Court.

Wm Vance

Plaintiff,

AGAINST

Samuel J Kirk

Defendant.

APR TERM. 1854

JUDGMENT VS DEFENDANT

$6 00

Journal 5 Page 310

Record No. 6 Page 736

Ex. Doc. A Page 445

Case 46

William Vance

vs

Samuel S Kirk

Cert Bill made

Record

Recorded

3

22
24
60
47
~~280~~
3,53

William Pence
vs
Samuel J. Kirk

Filed Nov 21 1853
James Lowe Clerk

No 1

William Vance
vs
Samuel J. Kirk

The State of Ohio Union County ss

Bill of Particulars filed August the 15, 1853
Items amount to $25 Dollars as back act —
Summons Issued and Delivered to Thomas
J. Funks Constable for the appearance of the
Defendant (S. J. Kirk) on the 20th day of August
A.D. 1853 at One o'clock P.M.
August the 20, 1853 Summons Returned Served
August the 16, 1853 By Reading to the Defendant
fees 20 Cents T. J. Funks Constable
By the Request of the plantiff (Wm Vance) Supona
was Issued D. A. Funks T. J. Funks Wm Patch
Joseph Smith James Vance and David J. Welsh
as witnesses Supona Returned and served in due time By Read-
-ing to the within named persons T. J. Funks fees $1.25 Cts

justice fees
Summons 12½ Cts
Supona for witnesses
36
judgment on trial
25 Cts
Costs 73½
31½
104

August the 20 A.D. 1853
Parties present and said Cause and the Defendant
(S. J. Kirk) was sworn and testified as to the matter under
Consideration D. J. Welsh D. A. Funks James Vance
and Wm Patch were Sworn and testified as
to the plantiff account (Wm Vance) whereupon it
is Considered By me that the plantiff (Wm Vance)
Recover of the Defendant (Samuel J. Kirk) the
the sum of twenty four Dollars and fifteen
Cents and the Costs of said herein taxt. at
four Dollars and Eighteen Cents
the whole amount of Debt and Costs twenty Eight
Dollars and thirty four Cents, Jared C. Jewett J.P.

Constable fees
serving summon
Mileage 20 Cts
serving Supona
Mileage $1.25 Cts
1.45

Witness fees
D. J. Welsh 50 Cts
D. A. Funks 50
James Vance 50
$2.00

In the action of William Vance against Samuel J. Kirk I, D. A. Junkin acknowledge myself Bail for the appelant (Samuel J. Kirk) in the Sum of Seventy five Dollars to be levied of my Goods and Chattels lands and tenements in Case the appellant shall fail to prosecute his appeal to effect and without unnecessary delay and shall fail to Satisfy the judgment which may be adjudged against him in the appeal

S. J. Kirk
D. A. Junkin

Taken Dated and acknowledged in my presence
on this the 20 day of August A.D. 1853

Jared O. Jewett J P

I, Jared O Jewett a justice of the peace in and for the Township of Leesburgh in the County and State aforesaid do hereby Certify that the above is a Correct transcript of the proceedings and judgment in the Case Before me given under my hand and Seal this 18th day of November A.D. 1853

Jared O. Jewett (Seal)

S S Kirk
to
Wm Vance

Wm Vance
vs
S. S. Kirk

Filed Nov 21st 1853
James Turner clerk

The plaintiff claims of the defendant
the sum of

Samuel Kirk Dr to

William Lance

January 7th 1850 to forty Bushels Corn at twenty five Cents per Bushel $10.00

January 8 1850 to nineteen Bushels of Corn by William Patch at twenty five Cents per Bushel $4.75

March 1850 to five hundred of ash flooring at one dollar & twenty five cents per hundred $6.25

$21.00

Interest on the above after six months 3.74

$24.74

Selectd Sin Pub Ab
Book & conts sep tothis Dat
March 19th 49 S. J. Kirk

Gouley Th 9 1850

I Gave Ted mine
five cents on the

~~Samuel J Kirk~~

Dolars And twenty
With in Not

Samuel J. Kirk

Samuel J. Kirk
Gouley

Samuel J. Kirk
Gouley

Know ye by these Presents I promise to pay
S. P. Neil or Bearer the sum of one
thousand Bushels of corn for
At Jast 24th 1849 William Lane

January 8. 1850

Received of William Patch for the use of William Vance the amount of 19 bushels of corn  V. S. Kirk

Lunary the 7 A.D. 1850
Received of William Patch for
the use of William Vance the sum
amount of 40 bushels of corn
S. S. Kirk

Civil/Domestic Case File

Case No. 1853-CV-0073

No. 53-CU-73

# Union Common Pleas Court.

John B. Aken
Plaintiff,

AGAINST

James McElroy
Defendant.

OCT TERM. 1854

April 1854

JUD'G VS PLAINT'F

Journal 5 Page 308

Record No. Page

Ex. Doc. A Page 447

June 47

John B Atkin

vs

James McSlory

cart bill made

No Recon

26
20
30
10
47
200
3.33

John B Aken
vs
James McElroy

Filed Nov 21 1853
James Linn Clerk

John. B. Akin
Vs
James McIlroy
Plaintiffs cost
Docket entry .12½
somanon .12½
const fea .30
judgment execution .25 2.25
$1.05
Plaintiffs cost
Bail Bond 25
transcript 31

suit Brought on a Note of hand which reads as follows
ten days after date I Promise to pay John. B. Akin or barer the sum of thirty Dollars for value Rec ~~27th day of~~ April 1853 (signed) James McIlroy
June the 18th 1853 Note of plaintiff filed
amount claimed $30.20
and somanon isued, directed to any constable for appearance of Defendant on the 23d day of June 1853 at 2 Oclock PM of said day and delivered to Plaintiff
June the 22nd 1853 writ returned endorsed
served By reading to Defendant June 18th 1853 My feas 30 cents John Baker (constable)
June 23d. 1853. 2 Oclock time for trial Parties Present case called But Defendant plead for further time and said that he had accounts as offsets. But Plea Over ruled and trial had and thereupon it is considered By me D. S. Norviel a justice of the Peace in and for Liberty Township Union County Ohio that the Plaintiff recover of the Defendant the sum of thirty Dollars and twenty cents Debt and his cost herein taxed at Eighty cents
June 23d 1853 Execution isued and delivered to Plaintiff But returned without Process
In the action of John B Akin against James McIlroy I Andrew Heminger acknowledg my self Bail for the appealent in the sum of sixty two Dollars to be levied of my goods and chattles lands and tenements in case the appealent shal be condemned in the action aforesaid and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court

( continued )

John B Akin
to
James McIlroy

of Common please signed Andrew Henninger
Taken signed and acknowledged this 27th
day of June 1853 Before Me
D. S. Norviel, J.P.

I do here by certify that the within is a
true copy of preceding had by and before
Me, this Oct the 27th 1853
D. S. Norviel, J.P.

Served on the Within Named
Defendant By Reading
June the 18th A.D. 1853
My Fees — 30
John Baker Constable

J. Baskins
vs
James McAllister
Debt $ 30.00
Costs $ 30.00

**State of Ohio, Union County, ss.**

To any Constable of the Township of Liberty Greeting:

YOU are hereby commanded to summon James McCroy to be and appear before me, D. D. Norris a Justice of the Peace, at my office in the Township aforesaid, on the 23d day of June in the year eighteen hundred and fifty three at 2 o'clock, of that day to answer unto John B Atkins in a plea of Debt and of this writ make legal service and due return.

Given under my hand and seal this 18th day of June A.D., 1853

D. D. Norris J.P. SEAL.

Pocketed
D. J. Norris pb

D. J. Norris
pb

Ten Days after Date I Promise To pay
John B Akins or bearer the Sum of Thirty
Dollars for ballue Received this 27 day of
April 1853

[illegible]

Civil/Domestic Case File

Case No. 1853-CV-0074

No. 53-CV-74

# Union Common Pleas Court.

Simon Sherk
Plaintiff,

AGAINST

John Stickney
Defendant.

APR TERM, 1854

JUDGMENT VS DEFENDANT

$60 27

Journal 5 Page 312

Record No. 6 Page 697

Ex. Doc. A Page 433

Jan 48

Simon Stirk

vs

John Stickney

48
297
90
16
451

Cost bill made
Record

22
150
6
25
29
50
40
47
60
32
130
100
12

---

7,03

Plaintiff's
Demurrer & Mark
to
Defendant's Pleading
Damages $51.00
Costs 1.81

Filed Nov 22 1853
James Lowner Clerk

No 1

Therefore it is considered by the D S Norris a Justice of the Peace in and for Union and state of Ohio that the Plaintiff recover of the Defendant the sum of fifty seven Dollars Damage and his cost herein taxed at six Dollars and sixty five cents

(Bond)

In the action of Simon Shark against John Stickney I Joseph Gladhill acknowledge Myself Bail for the appellant in the sum of one hundred and twenty seven Dollars and seventy eight cents to be levyed of my goods and chattles lands and tenements in case the appellant shall be condemned in action and shall fail to pay the condemnation Money and costs that have accrued or May accrue in the court of common Please

Signed Joseph Gladhill

Taken signed and acknowledged on this 25th day of July 1853 Before Me

D S Norris JP

State of Ohio Union County Liberty Township ss

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

D S Norris JP
of the aforesaid Township

Simon Shark
To
John S Tickney
Plaintiffs cost

| | |
|---|---|
| Summon | .12½ |
| Subpoena for 3 Wit | .32½ |
| do do 1 do | .12½ |
| Const fees | $1.42 |
| Witness fees | 4.00 |
| swearing witness | .25 |
| do do | .12½ |
| Judgment | .25 |
| Defendant cost | |
| Bail Bond | .25 |
| Transcript | .31¼ |

Suit Brought on the following Bill of Particulars wich reads as follows

Damages $70.00

The Plaintiff claims seventy Dollars for that the Defendant on or about the tenth day of June 1853 did willfully shoot with shot the three year old colt the property of the Plaintiff on account of wich shot said colt of the Plaintiff died on or about the 11th day of June 1853 the value of said colt was sixty Dollars or more and the Plaintiff is damaged on account of said willfull conduct of the Defendant ~~the~~ ten Dollars over and above the value of said colt and therefore sues for his full Damage to wit $70.00

July the 5th 1853 Bill of Particulars of Plaintiff filed and summon issued for appearance of Defendant on the 16th day of July 1853 at 10 Oclock of said day and delivered to Plaintiff

July the 6th 1853 issued subpoena for Benjamin Eckelberger Jacob Eckelberger Jane Eckelberger Godfrey Eckelberger Thos Ford, Josiah Thos Wayle as witnesses for Plaintiff and Delivered to Plaintiff to be directed to any constable for their appearance on the 16th day of July 1853 at 10 Oclock of said day

July 16th 1853 summon returned endorsed Received this writ July 13th 1853 served by leaving a copy with the Defendant wife July the 13th 1853 My fees 32 cents John Bakes const

July the 16th 1853 subpoena returned endorsed served by reading to Benjamin Echelberger and Jane Echelberger ~~[illegible]~~ she demanding her fees But not paid by reading to Thos. Herd he demanded his fees paid by Plaintiff 50 cts Geo. Echelberger and Godfrey Echelberger not found but copy left at their residents July 13th 1853 My fees 50 cent John Baker const. served by reading to Thos. Wigle July 16th 1853 fees 15 cents John Baker constable July 16th 1853 ten o'clock time for trial Parties present. Before the trial of the cause or the appearance of the Defendant was completed the counsel for the Defendant, asked that the Plaintiff become Nonsuited for reason that the proceedings were commenced after July 1st 1853 and not conformable to the code or law now governing the proceedings in such cases before a justice of the Peace. But Objection Overruled and trial had

In the trial of the case the Defendant asked that the witnesses be sent out and examined seperately which request was Overruled and the trial proceeded

~~Benjamin Echelberger fees 50~~

Plaintiff asked for a subpoena for Geo Echelberger. for which was executed and delivered to John Baker constable but writ returned without process

Benjamin Echelberger Geo Echelberger Godfrey Echelberger Thos. Herd Thos. Wigle and Stephen Shark sworn and examined for ~~Defendant~~ Plaintiff at the close of the trial. The court defered his Decision for further consideration.

July the 19th 1853 upon consideration of the case We find that the Plaintiff is damaged by the Defendant to the amount or value of his said colt (to wit $37,00

Union Com. Pleas

Simon Sherk
vs
John Stickney

Petition

Filed Jany 17 1854
James Linn Clk

No 2
X

Simon Sherk, Pltff
vs
John Stickney Deft

Court of Com. Pleas of Union Co. Ohio, Spring term AD. 1854.
Damage $70.00.

Petition

Simon Sherk, plaintiff, of the County of Union and State of Ohio, says that on or about the tenth day of June AD. 1853, ~~one~~ John Stickney Defendant, of said County & State, did unlawfully Shoot & Kill, a three year old Colt, of the value of Sixty Dollars, the property of the Plaintiff, said Colt then being in said County, & State. And the said Plaintiff says he is damaged by reason of the unlawful shooting & killing of said Colt, ten Dollars over and above the price and value of said Colt, therefore he asks Judgment for Seventy Dollars, with interest from the tenth day of June AD. 1853, his full damage

J B Allen, Att'y for Pltff

The State of Ohio Union County ss.
Simon Sherk plaintiff, of the County of Union aforesaid, being duly sworn, says that he believes the statement in the foregoing Petition to be true

Simon Sherk

Sworn to by Simon Sherk, before me and signed in my presence this 17th day of January AD. 1854

James Irwin Clerk
Com. Pls & ex officio C P

Union Com Plea

Simon Shook

vs

John Stickney

Answer

Filed March 11 1854
James Linn clk

113

Coats & Porter

Simon Shark } Court of Common Pleas
against } Union County
John Stickney } Answer

The defendant answers to the Petition that he did not shoot and kill a three year old colt or any other colt of plaintiff, and that said charge is untrue

Coats & Porter, Attys for Def

Union County Ohio

John Stickney being sworn says he believes the statements made in the foregoing answer to be true John Stickney

Sworn to by
John Stickney before me
and signed in my presence } James Lowe
this 11th day of March 1854 } Clerk Common Pleas

Tinnon Sheriff
3

John McCleary
Suit for Divt

Levied this writ by Reading
to Thomas Hurd George Cohelterson
Godfrey Cohelterson $1.15 Benjamin $1.15
Edward Colyer George Cohelterson Jr
Thomas Biggle Jefferson Clark Stephen
Clark & John Pickney April 4th 1854
Levied by Leaving at the Residence of the
wife of Jefferson Clark a copy of this writ April 8th 1854
her Husband demanded fees for her and
was paid

Thomas Biggle demanded his fees and was paid

Fees Mileage 1.50
Levy 1.25
Return .10
One copy 1.24
$2.97

Godfrey Cohelterson
Paid by Clark

Filed April 10th 1854
Thomas Clark

William L. Mulvin Sheriff
by Andrew Irwin

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Thomas Hurel. George Echelberger Godfrey Echelberger Benjamin Echelberger George Echelberger Jr. Thomas Wigle. Jefferson Clark. Stephen Shirk & John Stickney & the wife of Def.

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Third day of next term, at 8 o'clock, A. M.

to testify and the truth to speak on behalf of The Plaintiff

in a certain controversy in said Court depending, wherein Simon Shirk is Plaintiff, and John Stickney is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 30 day of March A. D. 185 4

James Turner Clerk.

Simon Shark
vs
John Stickney

Praecipe

Filed March 30 1854
James Lynn Clerk

J B Allen

Simon Shark pltff } Court of Com
against } Pleas. Union Co.
John Stickney deft }

Issue a subpoena for the following witnesses in this case. Thos Herel George Echelbarger. Godfrey Echelbarger, Benjamin Echelbarger. George Echelbarger Jr. Thos Wagle, Jefferson Clark, Stephen Shark & John Stickney.

To the Clerk of Com Pleas of Un. Co.
Marysville March 30th 1874.

J B Allen Atty
for Pltff.

Simon Shark

vs

John Stickney

Damages $10.00

The plaintiff claims seventy dollars from the defendant, for that the defendant on or about the tenth day of June 1853 did unlawfully shoot with shot, the three year old gelding colt of the property of the plaintiff, on account of which shot the said colt of the plaintiff died on or about the 11th day of June 1853. The value of said colt was sixty dollars or more and the plaintiff is damaged on account of said unlawful conduct of the defendant, ten dollars over and above the value of said colt, and therefore sues for his full damage to wit seven ty dollars

Filed April 12 1852
James Lemme Clerk

4.00

7.21
5.42
1.79

Served this writ by reading to the within named
Joseph Blackhill April 11th 1854

Fees Mileage 80
Serv 35
Return 80
90

William C. Martin Sheriff

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon Joseph Bladhill

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 P. M.~~, to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Simon Shock vs Plaintiff, and John Hickey vs Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 11 day of April A. D. 1854

James Turner Clerk.

No A 433

Simon Shorts
vs
John Thickney

Debt $60.27
Costs 38.37
Increased 9.98
This writ 53

Filed Aug 12 1854
James Dunn Clk

Received this writ June 27th 1854
Advertised the within described Real Estate for sale in the Marysville Tribune a newspaper published and in General circulation in union County Ohio for at least thirty days previous to the day of sale afterwards to wit on the 12th day of August A D 1854 it being the day I advertised said real Estate to be sold offered the said real Estate for sale at the door of the Court House at public auction and not sold for want of Bidders

August 12th 1854

| | |
|---|---|
| Fees Mileage | 5 |
| Levy | 35 |
| Advertising | 25 |
| Return | 10 |
| | 75 |
| Printers fee | 3 00 |
| | 375 |

William C Martin Sheriff

The State of Ohio, Union County, ss.

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

WE command you to expose to sale those Lands and Tenements of John Stickney to wit Part of Survey No 3487, for 198 acres in the name of Thomas Davis & Patterson to James Galloway, Begining at three Small Sugar Trees a Small ash an Ironwood, northerly corner of said Survey and Easterly corner of Joel Jones Survey No 3487, thence with said Davis line South 38 E 44 poles to a Stake in said line corner to a tract of Land conveyed by John Stickney to Thomas Stickney by deed recorded in Book No 14 Page 37, thence with said Thomas Stickneys line S. 52 W 90 poles to a Stake corner to said Thomas Stickney, thence N 38 W 44 poles to a Stake in the line of said Davis Survey, thence with said line N 52 E 90 poles to the begining Containing fifty acres more or less

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

the sum of Sixty dollars and Twenty seven cents for his debt for ~~damages~~ together with $38,37 for his costs, with interest thereon from the 13th day of April A. D. 1854 until paid, which late in our said Court the said Simon Shirk recovered against the said John Stickney

as of record is manifest. Also, $9.98 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you ~~have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said~~ make due return of this writ in sixty days

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

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 29th day of June A. D. 1854

James Turner Clerk.

D A 433

Lincoln Shorts
v
John Stickney

Debt $60.21
Costs 38.37
Execution 13

Filed June 20th 1854
James Lincoln Clerk

William Collins
Atty for Pltf

Received this writ April 24th 1854
of Goods or Chattles ~~Lands or tenements~~ found whereon to
levy, Levied April 24 1854 upon the following described
Real Estate Lying and being in the County of Union
and State of Ohio Bounded and described as follows to wit
being Part of Military Survey No 3487 for 198 acres in the name
of Thomas Davis and Patented to to James Galloway on the 30th
day of August AD 1841 and bounded and described as follows
to wit. Beginning at three small Sugar trees a small ash
and an iron wood northerly corner of said Survey and Easterly
Corner of Joel Jones Survey No 3487 thence with said Davis line
South 30 E 44 Poles to a Stake in said line corner to a tract
of Land conveyed by John Stickney to Thomas Stickney

by Deed recorded in Book No 14 Page 37 thence with said
Thomas Stickneys line South 54 W 90 Poles to a stake
Corner to said Thomas Stickneys said land thence N 38 W 44
Poles to a Stake in the line of said Davis Survey thence
with said line N 52 E 90 Poles to to the beginning containing
twenty five acres Moore or less have the same described Real Estate
Appraised on the 12th day of May AD 1854 by the oaths of John Baker
Luther Weston and George Hill at twenty five dollars per
acre and delivered to the Clerk of the court of the court from
which this writ issued a certified copy of the Appraisement
Advertised said Real Estate in the Marysville Journal a
News Paper published and in General circulation in Union
County Ohio for at least thirty days previous to the day of
Sale specified to wit on the 20th day of June AD 1854
it being the day & advertised said Real Estate to be sold
between the Legal hours offered said real Estate for
Sale at the door of the Court house in said County
at Public auction and not sold for want of Bidders

| | |
|---|---|
| Fees Milage | 120 |
| Levy | 35 |
| Levy | 35 |
| Advertising | 25 |
| Crier | 100 |
| Copy of Appraisement | 40 |
| Return | 25 |
| Appraiser fee | 150 |
| Deputy fee | 3.75 |
| | 9 05 |

9 05
5 25
3,80

William C Mulvin 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 13th day of April A. D. 1854

Simon Shick

recovered against John Stickney

as well as the sum of Sixty dollars and Twenty seven cents for his debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages,~~ as also the sum of $ 38.37 for his cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 13th day of April A. D. 1854 until paid; also the sum of $ 0,73 the costs of increase on said Judgement, and accruing costs; and that you ~~have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said~~ make due return of this writ in sixty days

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this 24th day of April A. D., 1854

James Turner Clerk.

Union Com. Pleas

Simon Shark

vs

John Slickney

Praecipe for Execution

Filed April
24 - 1854
James Lynch

D. B. Allen

Simon Shark } Judgment taken at the
vs } April term 1854 of
John Slickney } Union Com. Pleas.

To the Clerk of Union County Com. Pleas, you will please issue an execution in this cause directed to the Sheriff of Union County Ohio.
April 24th 1854

J B Allen
Atty for Plff.

Civil/Domestic Case File

Case No. 1853-CV-0075

No. 53-CV-75

# Union Common Pleas Court.

Perry Douglas et al
Plaintiff,

AGAINST

Joseph Sagar
Defendant.

APR TERM. 1854

JUD'G VS PLAINT'F
Dismissed

Journal 3 Page 298

Record No. No Record. Page

Ex. Doc. A Page 457

Law 64

Perry Douglas
Harrow Clemens
v
Joseph Laser

Cert Bill Mach
No Record

Perry Douglas
Farrow Clemens
v
Joseph Sager

Petition

Filed Novr 25th 1853
James Turner Clerk

Court of Common Pleas
Miami County Ohio

Perry Douglass & Farrow Clemens } plaintiffs
against } Petition
Joseph Sager defendant

Perry Douglass & Farrow Clemens plaintiffs say that on 8th day of February AD 1850 the plaintiffs made and executed and delivered their joint promissory notes of that date payable to Joseph Sager defendant or order as follows. one for four hundred and fifty five dollars and fifty cents payable with interest from date thereof on the first day of November AD 1854 and one other note of equal amount payable with interest from the date thereof on the first day of November AD 1855. Said two notes were given as part of the purchase money for the Frederick Sager farm in said County of Miami more particularly described in the mortgage given by the plaintiffs to the defendant to secure the payment of said notes and other notes recorded in Book 13 page 176 of the Records of deeds and mortgages of said Miami County to which reference is hereby made.

The plaintiffs say that at the time said notes and other notes were given and said mortgage executed the defendant bound himself by a written agreement as per exhibit (A) and by said mortgage that if he failed to and did not procure a quit claim deed from Hannah Sager then the wife, now the widow

of Frederick Sager conveying her right of dower in said farm so as that they the plaintiffs should not be disturbed in the possession thereof. he the defendant would allow the plaintiffs to retain the sum of fourteen hundred and twenty five dollars out of the said purchase money until said just claim did should be obtained and the plaintiffs say they have paid all of the purchase money aforesaid except a few dollars of interest. the exact amount of which is not to the plaintiffs known. and except the fourteen hundred and twenty five dollars aforesaid = Said two notes are not yet due and are negotiable and are the last to be come due of said purchase money for said farm

The plaintiffs further say that they fear and have good reason to fear that the defendant is about to and will sell and negotiate said premissory notes to some person who may be a bona fide purchaser for value & thereby defraud the plaintiffs

The plaintiffs say that the said Frederick Sager has died and the said Hannah Sager has enforced her right of dower on said farm and 98 120/160 acres thereof has been by the court of Common pleas of said County of Mercer assigned and set off to said Hannah Sager and the plaintiffs are now turned out of the possession of 98 120/160 acres of said farm as per record of said dower proceedings in said court = The plaintiffs further

say that by the failure of the defendant to obtain said quit claim deed, and by means of the assignment of said dower and the turning out of the possession of said premises, the said defendant has forfeited the payment of said two notes and more. and the plaintiffs say that they fear that if they give the defendant notice of the commencement of this proceeding, he will negotiate said notes before the injunction shall be granted, The plaintiffs further say that on account of said failure to procure said quit claim and by means of his refusal to endeavor to procure the same the defendant have been greatly defrauded and damaged and said notes should not be collected=

The plaintiffs ask an order to restrain the defendant from selling or negotiating said notes or either of them to any person whatsoever and that the defendant be ordered on a final hearing of this cause, to deliver up said notes to the plaintiffs that they be cancelled and that such other relief as may be proper may be granted in the premises

By Curry & Robinson
Attys for plaintiffs

State of Ohio, Miami County ss
Perry Douglass being sworn says that he believes the statements of the foregoing petition to be true

Perry his + mark Douglass

Sworn to and subscribed before me and in my presence this 25th day of November A.D. 1853

James Turner Clerk

Let an injunction be and the same is hereby granted as prayed for in the above petition to be continued until the further order of the Comm'n of Common pleas, ~~xxxx xxxx~~ the plaintiffs ~~before~~ having given bond in the sum of five hundred dollars conditioned according to law

Thos Brown P.J.

in Knullem Oles

Perry Douglass
Stoneer Clerness
65
35
Adolph Sager

Filed Decr 5 1853
James Duncan Clk

Received this writ Novemb 25th 1853
The within named Joseph Sager not found
December 5th 1853

Milage 50
Fees 35
Return 5
90

William C. Martin Sheriff

# THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Joseph Sager that an injunction has been granted restraining ~~him~~ from negotiating two notes of $455.50 each dated Feb 8th 1850, one due Nov 1st 1854 and the other Nov 1st 1855 given by plaintiffs to ~~him~~ order, for the foreclosure of a mortgage and that he has been sued by Perry Douglass & Honow Clemens in the Court of Common Pleas of Union County, and that unless he answer by the 25th day of December A. D. 1853 the Petition of the said Perry Douglass & Honow Clemens against him filed in the Clerk's 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 5th day of December A. D. 1853

Witness my hand and the seal of said Court, this 25th day of November A. D. 1853

James Turner ~~JAMES TURNER~~

Clerk of Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1853-CV-0076

No. 53-CU-76

# Union Common Pleas Court.

Wm Richards

Plaintiff,

AGAINST

A. Tuckermanet al

Defendant.

JUN TERM. 1854

JUDGMENT VS DEFENDANT

$308 13

Journal 5 Page 346

Record No. 7 Page 76

Ex. Doc. A Page 493

Case ~~50~~ 23

William Richards

vs

A Linekum

et al

Petition

Praeceipe

Recd

Wm Richards & Co

v

A Tenkham. Saml.
Maynard & Blanchard

Petition

Filed Sept 9 1853
James Lowrey Clerk

101

J W Ramsey
Atty for plffs

William Richards & Co plaintiffs
against
A Zinkham ~~Bland~~ John Bland &
Samuel Maynard defendants

Union County Ohio
Court of Common Pleas
petition

The plaintiffs William Richards & Co say that on the 21st day of November A.D. 1853 in the court of Common Pleas of said county of Union in the state of Ohio, the plaintiffs recovered a Judgement against the defendants A Zinkham and Samuel Maynard for the sum of two hundred and sixty nine dollars debt to be paid with interest at ten per cent until paid and the sum of three dollars & twenty five cents costs. Which judgement remains unpaid unsatisfied, unreversed and in full force

The plaintiffs further say that on the 26th day of November 1853 they caused an execution to be issued by the Clerk of said court directed to the sheriff of said county commanding him to make of the goods & chattels, and in default thereof, of the lands & tenements of the said A Zinkham & Samuel Maynard, the debt and costs aforesaid, which Execution was on this 8th day of December A.D. 1853 duly returned "No goods or chattels, lands or tenements found whereon to levy" = The said A Zinkham & Samuel Maynard have no goods, chattels, lands or tenements liable to levy and sale on Execution to pay said debt & costs & interest

The plaintiffs further state that the defendant ~~Samuel~~ John Bland is indebted to the said Samuel Maynard in a sum of about three hundred dollars, now due, or to become

due in a very short time; but the exact amount or the exact time of the maturity thereof, the plaintiffs are not informed & cannot say

The plaintiffs ask that the said ~~Sam~~ Alan Bland may be required to state to the court the amount of his said indebtedness to said Maynard; the nature of the debt, and the time of its maturity; that he may be restrained by the injunction of this court from paying any part of his said debt to said Maynard; that said Maynard be restrained in like manner from collecting from said Bland or negotiating either of the notes which said Bland may owe him any part of his said claim; that the said Bland may on a final hearing hereof order said sum of money or sufficient thereof to pay said judgement &c be applied to the payment of the plaintiffs said judgement & that such other & further relief be granted as is proper in the premises

By James W Robinson
Atty for Plffs

The state of Ohio Miami County s.
James W Robinson being first duly sworn says that he is Attorney for Wm Richards & C; that the plaintiffs are not residents of and are absent from said county of Miami; that the facts set forth in the above petition are within his own immediate knowledge & that he believes the allegations of said petition to be true

James W Robinson

Sworn to and subscribed before me by said James W Robinson and in my presence this 9th day of December AD 1853

James Turner Clerk

Received this writ December 9th 1853
Served this writ by delivering to John Blance a certified
Copy of this writ December 9th 1853
Served this writ by leaving a certified copy of this writ
at the residence of A Turkham December 9th 1853
the within named Samuel Mayhard not found
December 9th 1853

| | | | |
|---|---|---|---|
| December 9th 1853 | Fees | Mileage | 50 |
| | | Levies | 75 |
| | | Copy | 50 |
| | | Return | 5 |
| | | | 180 |

Wm Richards & Co
vs
A Turkham, John
Blance & Samuel Mayhard
Defendants

Filed December 9 1853
James Lewis Clerk

William C Maffin Sheriff

No 2

J M Robinson
Office Atty

The State of Ohio Union County ss

To the Sheriff of said County Greeting

You are hereby commanded to notify Samuel Maynard, A Jinkham and John Bland that they have been sued by William Richards Ho. and that they must answer unto said petition of the said plaintiffs on or before the 7th day of January AD 1854. or the petition will be taken as true and Judgement rendered accordingly

Also that John Bland is not put not to pay to Samuel Maynard any money or property which he may owe him

And make legal service and due return hereof this writ on the 17th day of December AD 1853.

Given under my hand and official seal of our Court of Common Pleas this 9th day of December AD 1853

James Lowner Clerk

Wm Richards & Co

vs

A Finkham et als

Answer

Filed June 19 1854
James Dunn Clerk

No 3

Wm Richards & Co
Plaintiffs
against
A Tinkham et als
Defendants

} Union Comm Pleas
} Answer

John Bland one of the defendants says it is true that he is indebted to Samuel Maynard by promissory note given April 29th 1853 for three hundred dollars payable with interest at six per cent on the first day of April AD 1854

That he is not indebted to either said Tinkham or Maynard except for said promissory note

John Bland

Union Cont Ohio

John Bland being sworn according to law says he believes the statements of the above to be true

John Bland

sworn to before me by John Bland and by him subscribed in my presence this 17th day of June AD 1854

James Linn Clerk

Civil/Domestic Case File

Case No. 1853-CV-0077

No. 53-CN-77

# Union Common Pleas Court.

A C Robinson
Plaintiff,

AGAINST

Jane Robinson
Defendant.

APR TERM. 1854

DECREE FOR PLAINTF

Journal 5 Page 317

Record No. 6 Page 724

Ex. Doc. A Page 727

Tacy 57

A C Robinson

v

Jane Robinson

$$\begin{array}{r} 1405 \\ \times 75 \\ \hline 1330 \end{array}$$

Paid

Paid 7 Apl

Curt Bill made

Rec Recorder

Lumber 6 03

Shingles 1,4 2

Barn 1,85

4,75

Outbuildings

14,0

petition, that a ~~subpoena~~ summons may issue to said defendant, that she may answer all and singular the matters & allegations herein set forth, and that on a final hearing of the cause your petitioner may obtain a decree of the court dissolving and annulling said marriage contract, and that the petitioner may have such relief as the nature of the case demands &c

James W Robinson
Atty for petitioner

Alex. G Robinson
vs
Jane Robinson

Petition for Divorce

Filed December 30th
1873
James Linn Clerk

No 1

JWR

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

The petitioner Alexander C Robinson of Union County in the state of Ohio respectfully represents that on the 10th day of September AD 1844 he was intermarried with Jane Robinson (formerly Jane Pollock) then and now a resident of said County of Union; that the petitioner & said Jane continued to live with each other in a very uncomfortable manner until some time in the summer of the year 1850. When after having spent almost all of their property, the said Jane & the petitioner came to the conclusion to separate from each other, never more to live with each other and divided their property and have ever since ceased to live with each other; that on or about the 28th day of September AD 1850 the petitioner still hoping that said Jane & himself could and ought to be reconciled to live with each other as husband and wife, did propose unto the said Jane that he would live with her and try to make her situation with him comfortable, if she would do the same with him; that instead of complying with the petitioners said request to come and live with him, she refused to accept his proposition and denied his request and declared she would not live with him as his wife, and has ever since that time to wit, for more than three years, continued to absent herself from the petitioner wilfully and without any just and reasonable cause and now is wilfully absenting herself from your petitioner; that the petitioner has been for more than one year and now is a bona fide resident of said County of Union in the state of Ohio

Your petitioner therefore prays that the said Jane Robinson be made defendant to this

A. C. Robinson
vs
Jane Robinson

Suit for Divorce

Filed April 13, 1854
James Turner Clerk

Direct Mrs Jane Robinson to appear Thomas Turner Amanda ~~[illegible]~~ Robinson Arthur Balloch April 13 1854

Jane Turner and Aaron Balloch sworn

Fees and Mrs Brick
Fees Milage 5
Fees 50
Return 50
70

Recorded Minutes Book

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Jane Turner. Thomas Turner. Drusilla Cassil. & Andrew Pollock

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ fourteenth ~~day of next term, at~~ ~~o'clock, A. M.,~~ to testify and the truth to speak on behalf of Alexander C Robinson in a certain controversy in said Court depending, wherein Alexander C Robinson is Plaintiff, and Jane Robinson is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 13 day of April A. D. 1854

James Turner Clerk.

Alexander C Robinson

v

Jane Robinson

Union Common Pleas

February 20th 1854

Petition for Divorce

Depositions ~~will~~ was be taken in this case by the pltff on the first day of ~~February~~ March 1854 at the residence of ~~Alexander Robinson~~ Culbertson Elder in ~~Logan~~ Hardin County Ohio between the hours of 8 A M. and 7 P. M

James W Robinson Att for pltff

I hereby waive notice of taking depositions in this case except I shall think it necessary

Jane Robinson

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas of Mion County, Ohio wherein Alexander C Robinson is petitioner and Jane Robinson is defendant and for said petitioner in pursuance of the Notice here to attached and at the time and place therein mentioned

The defendant and the agent for plaintiff present

Mary Kinney of the County of Logan of lawful age being first duly sworn by me as here after certified deposes as follows

Question by plaintiff

Are you acquainted with the petitioner and defendant in this cause

Answer I'm

Question 2d

State whether in September 1850, the plaintiff in your presence stated to the defendant that he wished to live with her and state as fully as you can the language used I believe it was in September 1850 that I heard the Plaintiff request the defendant to live with him

Question 3d

State whether the defendant then refused to live with the plaintiff and whether they have ever lived with each other since as husband and wife I did hear the defendant refuse in the same conversation ~~refuse~~ to live with the plaintiff I know they have not since lived together as man and wife Mary J. Kinney

Also Lathrop B Kinney of Logan County and of lawful age being first duly sworn as hereafter certified deposes as follows

Question 1st

State if you have heard the plaintiff tell the defendant he was willing to live with her and whether she has declined to do so. Also state whether the defendant has told you he had offered to live with her if she was willing & that she had refused I have not heard the Plaintiff tell the defendant he was willing to live with her the defendant has told me he was willing to live with the defendant but that the defendant was unwilling to live with him

L. B. Kinney

S. Culberson Elder a justice of the peace in and for the township of Hale in Hardin County Ohio do hereby certify that the above named Mary Kinney & Lathrop B Kinney were by me first duly sworn to testify the truth the whole truth, and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice. Witness my hand and seal this 1st day of March 1854

S. Culberson Elder J.P.

for more than three years, continued to absent himself from the petitioner wilfully and without any just and reasonable cause, and now is wilfully absenting herself from your petitioner; that the petitioner has been for more than one year and now is a bona fide resident of said County of Union in the state of Ohio

Your petitioner therefore prays that the said Jane Robinson be made defendant to this, that a summons may issue to said defendant, that she may answer all and singular the matters and allegations herein set forth, and that on a final hearing of the cause your petitioner may obtain a decree of court dissolving and annulling said marriage contract, and that the petitioner may ~~obtain a decree~~ have such other relief as the nature of the case demands &c

James W Robinson
Atty for Petitioner

Witness James Turner Clerk of said Court at Marysville the 1st day of February AD 1854
James Turner Clerk

Alexander G Robinson
vs
Jane Robinson

Petition for divorce

Summons & Notice

Filed Feby 12 1854
James Turner Clerk

Dec 9

Journal Entry
Feb 10th 1854
Jan Term 85
Vol 10
Page 185

Journal Entry
Feb 10th 1854
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Journal Entry
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Jan Term 85
Vol 10
Page 185

Journal Entry
Feb 10th 1854
Jan Term 85
Vol 10
Page 185

James Tom Elsworth

The state of Ohio Union County ss

To the Sheriff of Logan County Greeting

We command you to notify Jane Robinson (formerly Jane Pollock) that Alexander C Robinson has filed in the court of Common pleas of Union County Ohio his petition for divorce against said Jane, a true copy of which petition is hereunto annexed. You are further commanded to summon the said Jane Robinson to be and appear before the said court at the court house in Marysville on the first day of the next term thereof to answer unto said petition, and this she shall in no wise omit under the penalty of the law; and have you then & there this writ

Said petition exhibited against the said Jane by the said Alexander reads in the words following to wit:

"To the court of Common Pleas of Union County in the state of Ohio

The petitioner Alexander C Robinson of Union County in the state of Ohio respectfully represents that on the 10th day of September AD 1844 he was intermarried with Jane Robinson (formerly Jane Pollock) then and now a resident of said county of Union; that the petitioner and said Jane continued to live with each other in a very uncomfortable manner until some time in the summer of the year 1850, when after having spent almost all of their property the said Jane & your petitioner came to the conclusion to separate from each other, never more to live with each other and divided their property, and have ever since ceased to live with each other; that on or about the 28th day of September AD 1850 the petitioner still hoping that said Jane & himself owed and ought to be reconciled to live with each other as husband and wife, did propose unto the said Jane, that he would live with her and try to make her situation with him comfortabe, if she would do the same with him; that instead of complying with the petitioners said request to come and live with him, she refused to accept his proposition and denied his request and declared she would not live with him as his wife, and has ever since that time, to wit:

Civil/Domestic Case File

Case No. 1854-CV-0001

No. 54-CU-1

# Union Common Pleas Court.

Thomas Muncy Plaintiff,

AGAINST

Spencer Muncy Defendant.

OCT TERM. 1855

October 1855

Abated by Pltf's death

Journal 5 Page 435

Record No. No Record. Page

Ex. Doc. B Page 156

Thomas Muney

vs

Spencer Muney

434

D. B. 156

Plaintiff, but has fraudulently concealed said wife from Plaintiff, and refused to let them live and cohabit together, and refused to provide her with the necessary means of living 4th The Plaintiff further says that Defendant has not complyed in any respect with his agreement, ~~to~~ and that Plaintiff is left destitute of any visible means of supporting himself by virtue of Defendants conduct in not complying with his said agreement, to the Damage of Plaintiff, One thousand Dollars. Wherefore Plaintiff asks judgment for the sum of One thousand Dollars damages

J. C. Daughtery
Petition

State of Ohio
Lucas County } Thomas Murray being sworn says that he believes the statement of the foregoing Petition to be true.

Thomas his + mark Murray

Sworn to by Thomas Murray and subscribed in My presence this 5th day of January A.D. 1854.

James Downs Clerk

Thomas Murray
against
Jerome Murray

Petition
Damages $1000

Filed January 9 1854
James Downs Clerk

J. C. Daughtery
for Petitioner

Thomas Mussey
against
Spencer Mussey

Court of Common Pleas of Union County Ohio.
Petition

Thomas Mussey Plaintiff says. there is due to him from Spencer Mussey. Defendant On an Article of agreement. for Plaintiffs. Maintenance, the sum of One thousand Dollars. A Copy of which agreement is hereto attached. 1st The said Defendant entered into a written agreement with Plaintiff. whereby Defendant bound himself. to furnish. good and holesome food. Clothing and. a ~~Decent~~ Dwelling house, and all. other necessaries. for his and wifes. natural life, upon which said Agreement Plaintiff ~~[illegible]~~ executed a Deed in fee simple for a certain tract of land lying in the County of Ross and state of Ohio. known as the Mussey Farm. (for which said Farm Defendant bound himself to take Care of Plaintiff and wife, 2d The Plaintiff says. that Defendant. did without his consent, remove. Plaintiff from the Farm. and dispose. of said property and refused. to comply. with his said Agreement in any respect, but upon the contrary hath wholly neglected. And refused, to comply. with the said Agreement. 3d The Plaintiff further states that Defendant forced. him to leave his home and house. contrary to his own will, and seek. his living among strangers, and would not provide. the means for his living. And Defendant is further guilty. of a violation of said contract, by refusing to let Plaintiffs wife live with the

Article of agreement entered into this 5th day of March AD 1851 Between Thomas Muncy and Spencer Moncey Boath of Rossboro ohio the said Spencer Moncey doth hereby ~~agree~~ covenant and agree with said Thomas Moncy To provide the said Thomas Moncey and Ann S Moncey with good holsom food and Drink during their Natural Life time and the said Thomas Moncey is to have the privelage of Living in the house which he now occupies during the Lifetime of him or that of Ann S Moncey and the said Spencer Moncey doth agree to provide them with Good Beds and Bedding and Fuel and all other things nessary to their comfort Except said Thomas Moncey is to find his own clothing that of Ann S Moncey is to be provided by the said Spencer Moncey in Consideration of which the said Thomas Moncey has this day executed to the said Spencer Moncey a warrantee deed for the farm on which he now resides In testimony whereof we have hereunto set our hands and seal this day and year above writen

attest
John Ferrel

Thomas his mark Moncey (Seal)
Spencer Moncey (Seal)

I Certify this to be a true Copy of the article in my hands
Feby 1853

John Ferrel

Thomas Muncy
vs.
Spencer Muncy
Sub. for witnesses

Filed April 9th 1855
Jabez Randall Clerk

Sheriff 50
Clerk 25

Received this writ April 8th 1855 and served the same April 9th 1855 by leaving it at the residence of Spencer Muncy & Rebecca Muncy

Fees Service .25
Mileage (.25 .50)

William H. Rankin Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Simmons & Rebecca Simmons

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 ten o'clock, A. M., to testify and the truth to speak on behalf of the Plantiff in a certain controversy in said Court depending, wherein

Thomas Muncy is Plaintiff, and

Spencer Muncy Defendant, and

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 30 day of April A. D. 1855.

Taber Randall Clerk.

Turner
vs
Turner
Sub for Witnesses

Filed April 10th 1853
Calvin Randolph Clk

Sheriff 1.15
Clerk .40

Received this writ April 9th A.D. 1853 and served it same day by reading it in the presence of John Simmons Rebecca Simmons & Robert Sharpe and by leaving a copy of this writ at the residence of Samuel Turner

| | |
|---|---|
| Fees Service | .50 |
| Mileage | .40 |
| Return | .05 |
| Copy | .20 |
| | $ 1.15 |

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Turner, John Simmons, Rebecca Simmons & Robert Sharp

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 1st day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Plantiff in a certain controversy in said Court depending, wherein

Thomas Muncy is Plaintiff, and

Spencer Muncy Defendant, and

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 9th day of April A. D. 1855.

Taber Randall Clerk.

S 35
6 25

Muney
vs
Muney
Sub. fa wit.

Filed June 18th 1855
Faber Randall Clerk

Received this writ June 14th 1855 & leave certified copies of this writ at the residences of Samuel Turner & Thomas Muney

| | |
|---|---|
| Fees service | 25 |
| Mileage | 60 |
| Return | 10 |
| 2 Copies | 40 |
| | $1.35 |

William H. Bell Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Turner & Thomas Muney

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 1st day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Thomas Muney is Plaintiff, and

Spencer Muney Defendant, and

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 11th day of June A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Muney
vs
Muney
Sub. fa writ

Filed June 18th 1835
Geo Randall Clerk

Coats & Porter
Atty for Plff

Served this writ June 14th 1835 by reading the within writ in the presence of John Summers & Robert Summers
G. W. Williams
Sheriff

Fees
Service 25
Mileage 35
Return 50
G. W. Williams D. Sheriff

Sheriff 70
Clerk 25

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon ~~John~~ John Simmons & Rebecca Simmons

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 1st day of next term, at 10 o'clock, A. M.,

to testify and the truth to speak on behalf of Defendant

in a certain controversy in said Court depending, wherein

Thomas Muney is Plaintiff, and

Spencer Muney Defendant, and

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

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 14th day of June A. D. 1855.

Taber Randall Clerk.

to the fullest extent except so far as he was prevented by plaintiffs from so doing. And further says that he was always, ready and is still ready and willing to perform said contract to the letter excepting only so far as plaintiffs by his own contract and agreement has released him. defendant therefore asks to be dismissed with his costs in this behalf sustained

Coats & Porter Attys
for deft

Union County O

Spencer Munsey being sworn says that he believes the statements made in the foregoing answer to be true

Spencer L. D. Muncie

Sworn to and subscribed by Spencer Munsey in my presence Feby 10 1854

James Dunn Clerk

Noah Munsey
vs
Spencer Munsey
Answer

Filed Feby 10 1854
James Dunn Clerk

Coats & Porter

Thomas Murray } Court of Common Pleas
against } Union County
Spencer Murray }

Answer

The defendant answers to the petition and denies that he was bound by said written agreement to furnish plaintiff with any clothing, and 2d defendant denies that he did without the consent of plaintiff remove plaintiff from said farm, but on the contrary says that it was plaintiff was willing and consented to be so removed, 3d it is not true that defendant forced plaintiff to leave his home, and house contrary to his will, and to seek his living among strangers; but on the contrary plaintiff consented to leave said farm and to be brought to Union County by defendant, 4th It is not true that defendant would not provide the means of plaintiff's living, but on the contrary, defendant says he has always been willing and ready and has offered time after time to provide for plaintiff: and defendant has made arrangements, (being himself a single man) to have the plaintiff well provided for and taken care of by his friends 5th defendant says it is not true, that defendant refused to let plaintiff's wife live with him, nor is it true that defendant fraudulently concealed plaintiff's wife from him, but on the contrary says that plaintiff's wife refused to live with plaintiff, 6th Nor is it true that defendant refused to provide her with the necessary means of living, but that defendant always has and still continues to provide her with all the comforts of life, 7th Nor is it true that defendant refused to perform said agreement, but on the contrary says that he (defendant) has performed his contract on his part

Thomas Munsey
vs
Spencer Munsey

Filed Jany 24 1854
James Dunn Clk

Received this writ January 9th 1854
Served this writ January 14th 1854 by delivering
to the within named Spencer Munsey a certified
Copy of this writ

| | | |
|---|---|---|
| Fees | Milage | 25 |
| | Serv | 35 |
| | Copy | 25 |
| | Return | 5 |
| | | 90 |

January 21st 1854

William C Mulin Sheriff

J C Doughty
Atty for Plff

**THE STATE OF OHIO, UNION COUNTY:**

TO THE SHERIFF OF UNION COUNTY.

You are commanded to notify Spencer Munsey

that he has been sued by Thomas Munsey

in the Court of Common Pleas of Union County, and that unless he answer by the 11th day of February A. D. 1854 the Petition of the said Thomas Munsey against him filed in the Clerk's 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 23d day of January A. D. 1854

Witness my hand and the seal of said Court, this 9th day of January A. D. 1854

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Thomas Money
vs
Spencer Money

Suit for Cost

Filed October 18 1854
Francis Lemon Clerk

Served this writ by Reading to
John Simmons Rebecca Simmons and Robert
Sharp October 16th 1854 Samuel Turner not found

| | | |
|---|---|---|
| Fees | Mileage | 50 |
| | Serv | 50 |
| | Return | 10 |
| | | 1.10 |

$1.10
Turner 35

William C. Martin Sheriff

**THE STATE OF OHIO, UNION COUNTY, SS:**

To the Sheriff of said County, Greeting:

We command you to summon Samuel Turner, John Simmons, Rebecca Simmons, Robert Shoop

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Second day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Thomas Muncy is Plaintiff, and Spencer Muncy 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 14th day of Oct A. D. 1854

James Turner Clerk.

Muncy
vs
Muncy

Due for Cost

Filed June 20 1854
Francis Dunn Clk

Serve this by Reading to
Samuel Gunner June 20 th 1854

| | |
|---|---|
| Fees Milage | 40 |
| Serv | 12 |
| Reter | 5 |
| | 57 |
| Gunner | 20 |

W Allen Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Samuel 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 the writ ~~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 Thomas Muncy as Plaintiff, and Spencer Muncy & 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. 1854

James Turner Clerk.

Thomas Munsey
vs
Spencer Munsey

Court of Common Pleas
Union County Ohio
Civil Action

Depositions will be taken in this case by the defendant at the office of John Ferril a Justice of the Peace in the township of Concord, County of Ross, and State of Ohio, on the 9th day of October AD 1854 between the hours of six o'clock A.M. and nine o'clock P.M. of said day and will adjourn if necessary from day to day till we ~~[illegible]~~ finish taking the same.

Oct 2d 1854

Coats & Porter
Atty for deft

We acknowledge service of the within
notice this 2d day of Oct. 1854
Curry & Robinson Attys for Plffs

Thomas Mounsey } Union County
vs } Com Pleas
Spencer Mounsey }

Depositions of witnesses taken in a cause pending in the said Court of Union Common pleas wherein the said Thomas Mounsey is Plaintiff and the said Spencer Mounsey is defendant and on the part of said defendant in pursuance of the notice hereto attached and at the time and place therein mentioned.

Present the defendant and Hol P Hunt his Attorney

Cyrus Heiger of the County of Union of lawful age being first duly sworn by me as hereafter certified responses as follows

Question 1st by defendants Attorney. Are you acquainted with the parties to this suit or either of them

Answer I am acquainted Both plantiff and Defendant

Question 2d by same how has Spencer Mounsey conducted himself since the 5th day of March A D 1857

Answer Thomas Mounsey came to my house about two years ago last August With some Chicken on a plate as Pan & requested me to taste the Same wanted to know if said chicken was well cooked or if it tasted well and went to Seen of the other neighbors with the same

Question by same From what you have seen of plaintiff for the last three years do you consider him a sane man
Answer I thought at times that plaintiff was not in his Right mind

Question by same, Do you know the house plaintiff lived in on what was called the Mumsey farm referd to in the petition
Answer yes I do

Question by same. Did you ever hear the parties to this suit converse together about the plaintiff giveing up possession of same, If so state what it was,
Answer I did hear Spencer Mumsey offer to furnish plantiff with a hand to keep him but Plantiff said he would go when defendant would Bring Back his wife

Question by same, Was plaintiff geeted from said house or did he leave of his own accord and when did he leave
Answer I Beliene Plantiff Left said house about two years ago of his own accord

Question by same Do you know why plaintiffs wife left him or who caused her to be dissatisfied
Answer Plantiffs wife came to my house some two years ago said Goodevening and Burst into tears I inquired the cause She said it appeared that she could not live at home any more and complained of Plantiff and further this Deponent saith not

Cyrus Reyed

Also Jacob Pancake of the county of Rip and state of Ohio also of lawful age being first duly sworn as hereafter certified deposes as follows

Question by same Do you know the parties to this suit,

answer yes I do

Question by same Do you know whether or not the plaintiff was willing to leave the house on the farm he sold to defendant,

Answer Plantiff said he defendant was to Build ~~have~~ a house on his Land in union county Ohio and move him plantiff's wife up there then he was to leave and go up there to live this conversation took place after he plantiff had left the house he had formerly lived in

Question by same At the time this conversation took place did plaintiff say he had been forced to leave the house by the defendant

Answer no he did not

Question by same. Did you ever hear the plaintiff talk about his wife If so what did he say of her

answer I have heard plantiff talk bitterly about his wife some times in very high terms at other times very disrespectfully so much so that I would be a shamed to relate the conversation he plantiff complained that his wife was not virtuous

Question by same Did you ever hear him charge her with having

connection with any person
If so who
Answer I heard plaintiff accuse John W
Hall his Neighbor and Defendant his
son of having Carnal connection with
his wife
Question by same, Was Plaintiffs
wife a respectable woman before
he commenced talking about her
Answer She was as far as I know
Question by same Have
what you know of plaintiff do
you consider him a sane man
Answer at times I thought the plaintiff
was not in his Right mind Particularly
When he commenced about the difficulties
Between him and his family at other
times he appeared to be Rational and Right
when commencing on other Subjects When
commencing about his family I was fearful
he would distroy himself
and Further deponent saith not
Jacob Pancake
Also Garret Carmean of the
same place as last witness and
of lawful age being by me
first duly sworn as hereafter
certified deposes as follows
Question by same as before, Do
you know the parties to this suit,
Answer I do
Question by same Do you know any
thing about the plaintiffs giving up
the house he lived in on the Monday

farm & do state all you know about it

Answer I was at the house where Thomas Muncy lived he plantiff told John Leale the person to whom Defendant said said farm that if he Leale would give him Room up stares for his Goods he would give him Posesion of said house and Leale agreed to give plantiff Room for his Goods as Requested and plantiff called this Deponent and Defendant to witness the contract

Question by same From what you know of plaintiff do you consider him sane.

Answer at times I think he was Not in his Right mind one night in Perticular when deponent was at his house my self and defendant was standing on the door steps when we heard plantiff commence crying or making a noise Defendant turned & asked plantiff What was the matter plantiff made no Replye got up threw his coat around his shoulders and started up the Road in a crying so loud that some of his neighbors became alarmed and meet him on the Road with a light

Question by same Did you ever hear plaintiff talk about his wife if so what did he say of her.

Answer I have heard plantiff say to other persons that his wife had stayed out untill a late hour of night with other men

Question by same What was the reputation of plaintiffs wife in the neighborhood before he commenced talking about her

Answer as far as I know she had a good character her neighbors all gave her a good character and further this deponent says not

Garret Carmean

Also John Brown of the same place and of lawful age being first duly sworn as hereafter entitled deposes as follows

Question by same Do you know the parties to this suit

Answer I do

Question by same Did you ever hear the plaintiff talk about his wife if so what did he say of her

Answer I have heard plantiff speakently talk very disrespectfully of his wife accuse her of having unlawful intercourse with his Nalaugha John W Hall

Question by same, at the times you heard the plaintiff talk of his wife did he seem to be rational

Answer When talking on the subject of his family difficulties I think he was not in his right mind and one time in particular he came to Esq Robert Browns office & wanted said Justice R Brown to issue a Writ of Replevin for his Wife

and further this deponent saith
not
John Brown

Also John Leslie of the same place
being first duly sworn as hereafter
certified deposes as follows

Question by same. Are you acqu-
ainted with the parties to this suit
Answer I am

Question by same. What passed
between you and the plaintiff to this
suit ~~on the~~ about his giving up the
house he lived in on the Mussey farm
Answer at the time this deponent was
to have possession of said house from the
Defendant the plaintiff to this suit gave
him this deponent peasable possession
of said house and showed him how to
open the doores of said house and
said the defendant was a young man
and done about as he would have done

Question by same. Did you ever
hear the plaintiff say any-thing about
getting possion again of the house
after he had given it up to you.
Answer I did not he ~~the~~ stayed with
me several nights but said nothing
about possion of said house
and further this deponent saith not
John Leslie

Also Andrew Leisher of the
same place being first duly
sworn as hereafter certified
deposes as follows
Question by same Are you

acquainted with the parties to this suit
Answer I am
Question by same Do you think the plaintiff is a man of sound mind
Answer I have conversed with plaintiff at times when I thought he was not in his right mind particularly when conversing on the family difficulties
Question by same Was you the family Physician for plaintiff and if so state how long
Answer about five or six years
Question by same Did you ever hear plaintiff speak disrespectfully of his wife and if so what did he say of her
Answer he plaintiffs charged his wife ~~wife~~ with having criminal intercourse with Robert W Hall and defendant or intimated that defendant was guilty
Question by same from what you know of plaintiffs wife do you think he had any grounds for his jealousy
Answer I think not I have been acquainted with plaintiffs wife for five or six years and believe her much of a lady and a virtuous woman
Question by same. At any time when plaintiffs wife was at your house did he trouble you any
Answer at one time when plaintiffs wife was at my house ~~and~~ plaintiffs demanded his property he ~~[illegible]~~ I told him that I had no property of his he then came with

a witness and again demanded his property
Stating his wife was their and that he
wanted me to give her up
and further this deponent saith not
~~A. Gerber~~

Question by same. Was or was not
the defendant always when in con
-versation with you and the plaintiff
showed a willingness to comply with
the agreement
Answer I have often times heard the
Defendants a Express a willingness to comp
-ly with the agreement between him and
Plantiff and desirous of having the
Matter settled
and further this deponent saith not
A. Geiher

I John Fennel a Justice of the peace in
and for Jackson township Ross county Ohio do hereby
certify that the above named Cyrus Hizer
Jacob Pancake Garret Carmean John Beaver
John Leslie & Andrew Geiher were by me first
Duly Sworn to testify the truth the Whole
truth and nothing but the truth and that the
foregoing depositions by them Respectfully
Subscribed were reduced to writing by me and
Subscribed in my presents and were taken at the
time and place specified in the inclosed
notice in testimony Whereof I have hereunto
set my hand this ninth day of October
A D 1854 John Fennel J P

| | | |
|---|---|---|
| Justices fees Certifying 7 Subpoenas | | 2 5 |
| Swearing some 6 witts | | 5 5 |
| Writing Depositions | | 2 25 |
| witness fees | 3 60 | |
| Constable fees | | 5 |
| | $7,00 | |

Paid by Defendant

Deposition of a witness taken in a cause pending in the court of Common pleas of Union County wherein Thomas Mussey is plaintiff and Spencer Mussey is defendant and for said defendant in pursuance of the notice hereto attached and at the time and place therein mentioned,

Present the defendant and Thos S Hunt his attorney

John Ferrel of the County of Rich of lawful age being first duly sworn by me as hereafter certified deposes as follows

Questions by defendants Attorney

Do you know the parties to this suit

Ans I do

Question by same, Did you ever have any conversation with the plaintiff about his giving up the house he resided in on the Mussey farm if so state what it was

(Ans) The last conversation I had with the plaintiff I think was the day before he gave up possession of the house he said he came to ask my advice on that subject he stated that Spencer the defendant had agreed to take him out to union County and provide for him I advised him to accede to that offer and he said he would and he would go to his son in laws in Ruskin township and stay there untill defendant was ready to take him out to union County he said

that defendant further agreed to pay his expenses and he might go to his Dominlaw or any where else and stay until he was ready to take him out there or he might go and stay wherever he likes and he would pay his board and other necessaries his life time and plantiff said he would do so

Question by Same, Did you know plaintiff well & so do you think him a sane man

Ans I do and on the subject of Family difficulty I think he was not the last time I had a Conversation with the plantiff he wanted a Capias for defendant I asked on what ground he said to make him bring back his wife further deponant saith not

John Ferrel

State of Ohio M. Wisehart Mayor of the incorporated village of Frankfort in the County of Ross and state of Ohio do hereby certify that the above named John Ferrel was by me first duly sworn to testify to the truth the whole truth and nothing but the truth and that the foregoing deposition by him subscribed was reduced to writing by me and subscribed in my presence and was taken at the time and place specified in the enclosed notice

In testimony whereof I have hereunto set my hand ~~this~~ the 9th day of October A D 1854

John M. Wisehart Mayor

my fees 60 Cents
Witness fees 50
$1,10 Paid by defendant

Civil/Domestic Case File

Case No. 1854-CV-0002

Civil/Domestic Case

**1854-CV-0002**

located with

District Court Case

**1854-DC-0003**

Civil/Domestic Case File

Case No. 1854-CV-0003

No. 54-CN-3

# Union Common Pleas Court

Hannah Evans
Plaintiff,

against

William Evans et al
Defendant.

OCT TERM. 1854

Decree for Plaintiff

Journal 5 Page 352

Record No. 7 Page 85

Ex. Doc. A Page 529

Law ~~55~~ ~~27~~ ~~14~~
No 13

Hiram Gabriel
vs
John L Gabriel
Et al

Costs bill
$5,44

~~Re~~ Record

Recorded

Mr 355
Mr 189
5,44
300
8,44
16
860

Hiram Gabriel
vs
John J Gabriel et al

Petition for Partition

Filed February 4th 1854
James Turner Clerk

Recorded
Book T

Cole Atty for Plff.

Hiram Gabriel Plaintiff

vs

John F. Gabriel
Maria Gabriel
Joseph Gabriel } Defendants

Court of Com. Pleas
Union County
Petition

Hiram Gabriel represents to the Court that his father John F. Gabriel long since deceased, did about the year A.D. 1800 or 1806 or near that time purchase from one Lucas Sullivant the following land, to part of Survey No 4278-4 No. in Union County State of Ohio. Begining at a Hickory Burr oak and ash Southeast Corner to Richard Gabriel's Survey thence down the Creek with the meanders thereof S 65. E. 21 poles N. 87. E. 18 poles N 68. E. 12 poles S. 86 E 46 poles S 65. E. 27 poles to white oaks thence N. 52.25 - E. 192 poles to an ash and two Dog woods all saplings thence N. 40.30 W. 108 poles to an ash and Hickory South East Corner to Richard Gabriel Survey thence with the line of said Survey S. 52.25 W. 145 poles to a Spanoak ten Roads West of said line thence southerly so as to cross the ~~creek~~ original line 84 poles, thence to the begining Corner 44. poles. Containing One hundred and fifty acres of land. Petitioner further represents that his said father in his life time (as he is informed & believes) paid the purchase money in full to said Sullivant. But the deed for said land was made by said Sullivant to one William Gabriel. (Brother to said John F.) they having but begun and the title remained in said William Gabriel untill the day of 1834. which has subsequent to the death of said John F. At the last mentioned period the said William deeded to ~~the~~ Maria Gabriel widow of said John F. and to John F. Gabriel Joseph S. Gabriel and

the Petitioner said land by quit claim deed, in which said there is a clause ~~stating that~~ granting to the said Maria while she remains a widow, or one third during her life, Petitioner here charges that that the said land was bought by his said father and paid for in full in his life, and that the same descended to his heirs at his death. That the said William was only a trustee to hold the legal title for the said John F. during his life a like trustee for his heirs after his death and that said land descended to John G. Gabriel Joseph S. Gabriel and Petitioner, legal heirs of said John F. Gabriel, encumbered by the dower Estate of the said Maria — Petitioner further represents that the said Maria and John G. Gabriel reside on said land, and the said Joseph S. Gabriel, resides in Green County State of Wisconsin.

— The prayer of this petition is that the dower estate of the said Maria in said land be set off to her, and that partition of said land be made and one equal third part, be set off to your petitioner in severalty and a like share to the said John S. & Joseph S. all subject to said dower. And that a commissioner issue for that purpose, and that proceedings may be executed accordingly, — or that the Court will make such other order and decree in the matter referred as to the Court shall seem meet.

P B Cole Atty
for Pltff

Hiram Gabriel being duly sworn says he believes the statements of the foregoing petition to be true.

Sworn to & subscribed before me Feby 14 1854. Wm M Robinson Notary Pub

Hiram Gabriel
of the village of Marysville

The clerk will please issue a summons for John J. Gabriel and Maria Gabriel in this case

P. B. Cole Atty for Pltff

Heran Gabriel
vs

J J Gabriel & al

Answer of J. J. Gabriel

Filed March 3. 1854
James Turner Clerk

Recorded
Book J

40
4
160

22
50
10
120
50
252
173
425

195
160
355

16
4
64
125
189

Hiram Gabriel
vs
John S. Gabriel
Joshua Gabriel
Joseph S. Gabriel

Court of Common Pleas
Union County Ohio

Petition for Partition

Joseph S. Gabriel now comes and acquiesces to the partition of the land in the petition set forth, and prays the Court the petition to be granted, so far as setting off the dower of Alvina Gabriel, setting off to John S. Hiram and Joseph S. Gabriel their undivided one fifth each of said land, subject to dower as aforesaid.

Witnesseth
Thomas M. Biggs

Joseph S. Gabriel

John J Gabriel
ads
Hiram Gabriel

Answer

Filed March
27th 1854.
James Dunwoodie

Recorded
Book J

John F Gabriel
ads
Hiram Gabriel

Minn Common Pleas
Answer

John F Gabriel defendant now comes and for answer unto the petition of Hiram Gabriel plaintiff exhibited against him and others in partition, says that he believes it is true that his father John F Gabriel died leaving the said Maria Gabriel his widow and this defendant, and Hiram Gabriel and Joseph Gabriel his heirs, that the land in said petition ~~described~~ descended to said widow and heirs. That the said deed of William Gabriel was executed in manner as alleged in said petition to said widow and heirs; that said land was paid for by their Grand father and was held by said William in trust for said widow & heirs, and was executed in the manner aforesaid for the benefit of said widow, as this defendant is informed and believes; that this defendant being the oldest of said heirs has felt it to be his duty to remain on said farm and take charge of the same for the support and maintenance of his mother, & his younger brothers until they became old enough to take care of themselves & since that time he has continued to remain on the same & his brothers have left him the entire charge of taking care of his mother, and improving said premises, that he & his brothers frequently were attempting to agree upon the price he should pay his brothers for their share of said premises, and upon the faith that he would get their interest therein he has made valuable improvements thereon, & has cleared a large part thereof & has built a valuable house thereon, and made other very valuable improvements at great cost

and expense, to wit the cost and expense of about nine teen hundred and fifty dollars

Said John J Gabriel says that if partition of said premises be made, justice and right demand that the same be done, by giving him full credit and benefit for said improvements, and therefore prays that the commissioners who shall be ordered to make partition of said premises, shall take into consideration said improvements & make partition accordingly, and if said premises will not bear partition without manifest injury & said premises are sold, that this defendant be allowed full compensation ~~be allowed him~~ for said improvements out of the purchase money for the same

J W Robinson
Defts Atty

The state of Ohio Ottawa County ss
John J Gabriel defendant being duly sworn says that the matters and things in the above answer set forth are true as he verily believes

John J Gabriel

Sworn to by John J Gabriel and subscribed by him in my presence this 27th day of March AD 1854
Wm M Robinson Mayor

Abram Gabriel
vs
John L Gabriel
Et al

Filed March 6 1854
James Dunlap clk

Recorded
Book J

R B Cooke
Atty for Plff

Received this writ February 4th 1854
Served this writ by leaving at the
Residence of Each of the within
Named Defendants a certified copy of this
writ February 25th 1854
March 6th 1854

| | |
|---|---|
| Fees Mileage | 25 |
| Serv | 55 |
| Cost | 40 |
| Return | 5 |
| | 125 |

William C Maher Sheriff

**The State of Ohio, Union County, ss:**

To the Sheriff of the County of Union, Greeting;

We command you to summon John L Gabriel & Maria Gabriel

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 Petition for Partition ~~in chancery~~, exhibited against them & others by Hiram Gabriel

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

Witness JAMES ~~KINKADE, Jr.~~ Lowner Clerk of said Court, at Marysville, the 4th day of February A. D. 1854

James Lowner Clerk of Common Pleas.

Civil/Domestic Case File

Case No. 1854-CV-0004

No. 54-CV-4

# Union Common Pleas Court.

Hiram Gabriel
Plaintiff,

AGAINST

John J. Gabriel et al
Defendant.

April 1855

Dismissed

Journal 5 Page 380

Record No. 7 Page 132

Ex. Doc. B Page 38

Law ~~14~~ ~~25~~ 15

Hannah Evans
to
William Evans
et al

cert bill
Recon

Recorded

Hannah Evans
vs
William Evans Et al

Writ of Seizen

Filed Nov 16 1854
James Tunell

No 6

Received this writ November 10th A.D. 1854
Served this writ November 14th A.D. 1854 by plaving Hannah
Evans in possession of the within described premises

Fees Services $1.00
Mileage .50
1.50

November 15th A.D. 1854
William H. Bell Sheriff

The State of Ohio
Union County ss

To the Sheriff of said County Greeting
we command you that without delay you
cause Hannah Evans widow of Thomas
Evans Late of said County decead to have
full and peaceable possession of the following
Real Estate situate in said Union County
Ohio described as follows to wit Being part
of Survey No 5506, Bessining Bessining at 3 beechs
N.E. corner to the lot in the original North line
of the Survey, then with said line S 80 W 160
poles to the N.W. corner of the lot at A, on the
plat then S 10 E 40 poles to a small Lusar
tree, then S 76 E 74 poles to a stake at B. then
North 10 West 23 poles to a stake then N 61 W
10 poles to a stake in the Centre of the road
then with the Road N 16 E 24 pole to C, then
N 80 E 86 poles to a stake in the East line of
the lot at D. then N 10 W 20 poles to the Bessining
containing thirty four acres more or less
and which by our Court of Commun Pleas
within and for the County aforesaid was lately
adjudged to the said Hannah Evans for
her dower Estate as widow of the said Thomas
Evans and of this writ make legal service
and due return

Witness James Lyon clerk of
said Court this 25th day of
October AD 1854
James Lyon Clerk

Mun Com Pleas

Hannah Evans

vs

William Evans et al

Filed Jany 30 1854

James Lum Clk

p No 1

Cost Docket

Issue Subpoenas in this case for William Evans
George M Evans, James Evans, John W Evans
Thomas Evans, Virginia Evans, & Birl H Evans
(defendants) — To Franklin Co for George M Evans

Clerk. Com Pleas
Union County

Coats & Porter

Jan 28th 1854

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

Hannah Evans of the County of Union Ohio respectfully represents to the Court, that on or about the first day of May AD 1851, she intermarried with Thomas Evans then of Delaware County Ohio, that said Thomas Evans died on or about July 1st 1853 in said County of Union where he then resided, and where his principal Messuage was situate, leaving your petitioner his widow and William Evans George M. Evans, James Evans, John W Evans Thomas Evans, Virginia Evans and Birl H Evans (the five last named are Minors) his heirs at law and entitled to the next imediate Estate of inheritance in the lands and tenements herein after described; That the said Thomas Evans, during coverture with your petitioner, and at his death was seized as an Estate of inheritance of the following real Estate situate in the County of Union and State of Ohio and bounded and described as follows, Containing one hundred & Seven acres more or less, being part of survey No. 5506, known as lot No. (2) two. beginning in the original north line of said survey at three beeches, thence S. 80 W. 160 poles to a beech and ash, corner to a lot sold and conveyed to David Folland, thence S. 10 E 107 poles to a sugar tree beech and poinwood, thence N. 80 E. 161 poles to two white oaks and a beech, thence N 10, W 106 poles to the beginning

Also another piece of land lying in Union County Ohio and in Leesburg township bounded and described as follows, beginning at two ashes and oak, thence N. 82, 20 E. 211 poles

to a beech, thence N. 8. W 75 poles & 21 links to an Elm, Hickory & ash, thence S. 82.20 W 211 poles to two Hickories & Beech, thence S. 8, E. 75 poles & 21 links to the beginning containing one hundred acres; said 100. acres is part of a Survey of land of Seven hundred & Eleven acres patented by the President of the United States to Benjamin W Ladd bearing date August 31st 1810 and which is bounded as follows, beginning at two ashes & an Elm South East corner to Thomas M Bailey's Survey No. 5613. in the line of Andrew Meads Survey No. 5506, in which premises your petitioner is entitled to dower according to the statute in such case made & provided, Your petitioner therefore prays that Subpoenas may issue, against the above named heirs at law of said Thomas Evans deceased and that they may answer all and singular the allegations of this petition, truly directly and perfectly to the best of their knowledge information and belief, And that on the final hearing hereof, ~~that~~ reasonable dower may be assigned your petitioner, and that she may have such other & further relief, as may be right and proper in the premises, She shall ever pray &c

Coats & Porter
her Sol'rs

B. 9. 440
B. 15. 108

Samuel Evans
vs
William Evans
et al

Filed Feby 20 1854
James Brown Clerk

Received this writ January 30th 1854
Served this writ February 17th 1854 by leaving
at the residence of each of the within
named persons a certified copy of this writ

| | |
|---|---|
| Fees Milage | 30 |
| fees | 1 35 |
| Copy | 1 50 |
| return | 5 |
| | $3,20 |

William L Mullin Sheriff

Cost $4 Paid
Wm L Mullin Dep

**The State of Ohio, Union County, ss:**

To the Sheriff of the County of Union, Greeting:

We command you to summon Williams Evans James Evans John N Evans Thomas Evans Virginia Evans & Birl H Evans

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 Petition for Partition ~~in chancery~~, exhibited against them & others by Hannah Evans

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

Witness JAMES ~~KINKADE, Jr.~~ Lorner Clerk of said Court, at Marysville, the 30th day of January, A. D. 1854

James Lorner Clerk of Common Pleas.

One hundred acres in pursuance of an Order lately made in our Said Court of Common pleas within and for the County of Union in a certain Petition for Dower wherein the Said Hannah Evans is Petitioner and William Evans George M Evans James Evans John W Evans Thomas Evans Virginia Evans & Birl H Evans respondents and in like manner, by the Oaths of the same men you make a just and true appraisment of the yearly value of Sd real Estate, after deducting necessary expenses; and that you proceeding in the premises, you distinctly certify under your hand to our Said Court of Common Pleas
and have you then & there this writ.

Witness James Farmer Clerk of
Our Common Pleas this 20th day of June AD 1854
James Farmer Clerk

H. Evans
vs
Wm Evans et al

Writ of Dower

Abst

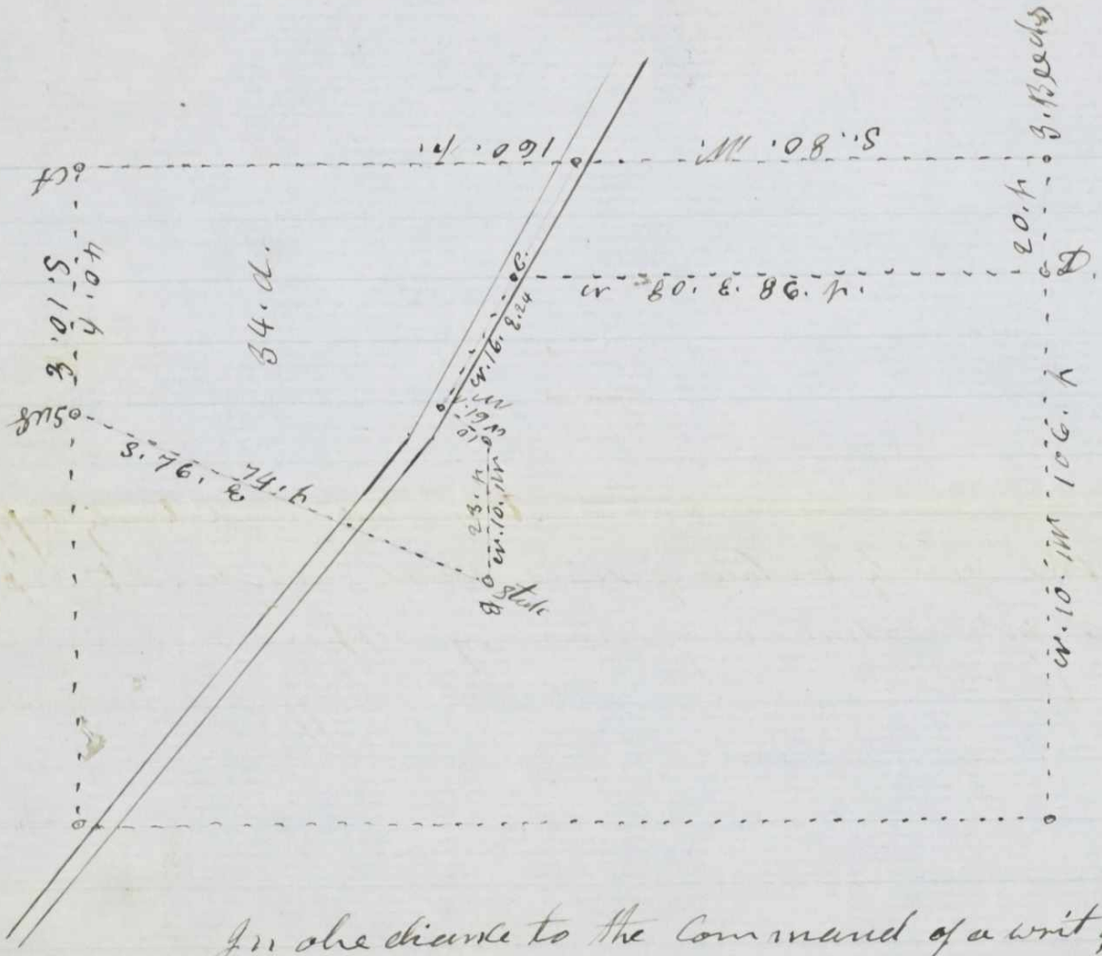
The State of Ohio

To the Sheriff of Union County Greeting

We Command you that without delay. by the Oaths of three judicious disinterested men of the vicinity who are not of kin to either of the parties interested you cause to be set off and assigned to Hannah Evans of Union County widow of Thomas Evans late of said County deceased one full equal third part of the following real Estate.

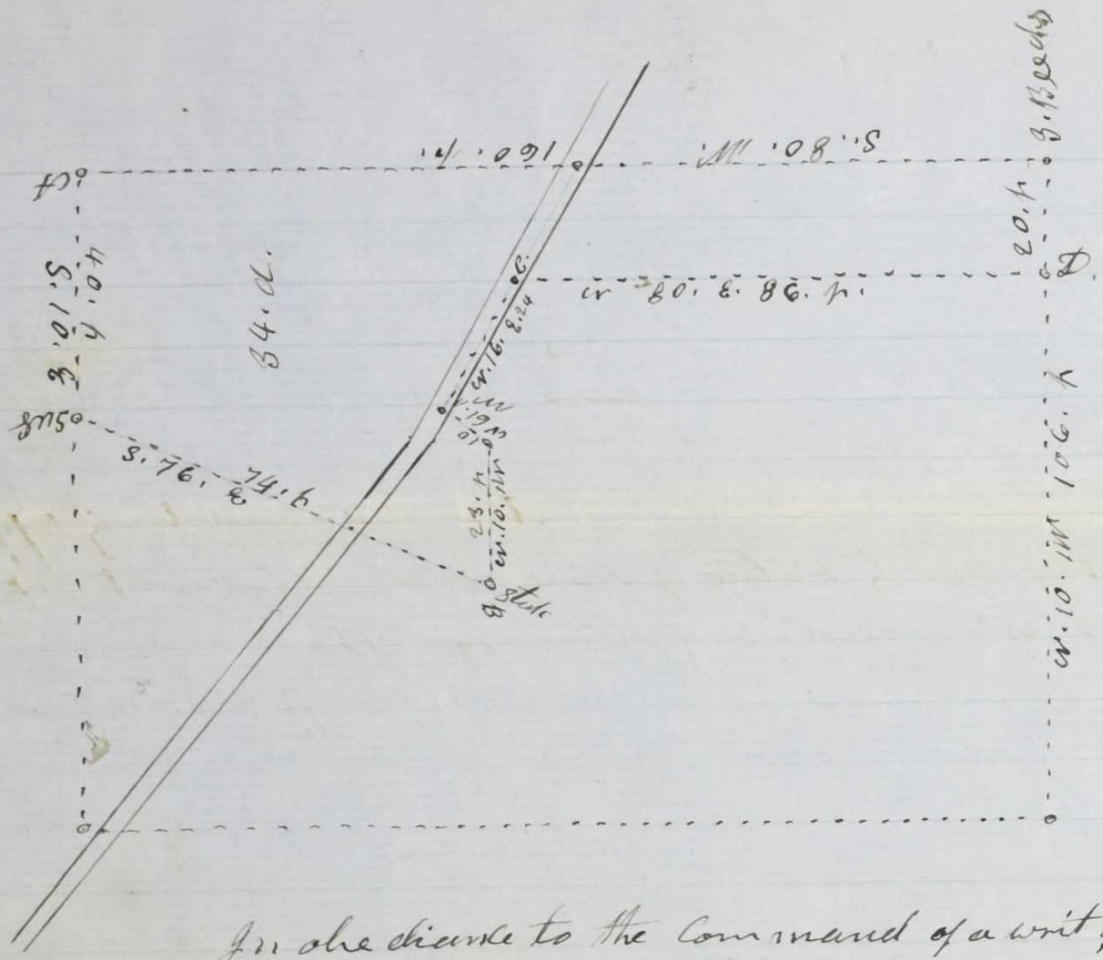
II^d A tract Situate in Union County Ohio and bounded and described as follows. Being part of Survey No. 5506 known as lot No. (2) beginning in the Original North line of said Survey at three beeches, thence S. 80. W. 160 poles to a beech & ash corner to a lot sold and conveyed to David Gulland. thence S. 10 E. 107. poles to a sugar tree beech & ironwood. thence N. 80. E. 161 poles to two white oaks & a beech. thence N 10 W. 106 poles to the beginning. Containing one hundred & Seven acres more or less

III Also another piece of land lying in Union County Ohio and in Leesburg township. bounded & described as follows. beginning at two ashes & Oak. thence N. 82. 20 E 211 poles to a beech, thence N. 8 W. 75 poles & 21 links to an Elm, Hickory & ash, thence S. 82. 20 W 211 poles to two Hickories & beech, thence S. 8. E. 75 poles & 21 links to the beginning. and is part of a survey of 711 acres patented by the President of the United States to Benjamin W Ladd bearing date August 31st 1810 and which is bounded as follows beginning at two ashes & Elm S. E. Corner to Thomas M Bailey Survey No. 5613. in the line of Andrew Meads Survey No. 5504 and contains




In obedience to the command of a writ from the Court of Common pleas for the ~~State of~~ County of Union State of Ohio in which the under signed were appointed Commissioners to set of dower to Hannah Evans widow of Thomas Evans late of Sd County in two lots of land named in Sd writ would we report that after being sworn by the Sheriff of Sd County we set of to the Sd Hannah Evans for her in line dower in the lots of land named in Sd writ a part of a lot of 107. acres in Survey No. 5506. Bound as follows Begining at B. Beeches N. E. Corner to the lot in the original North line of the Survey then with Sd line South 80. West 160 pols to the N. W. Corner of the lot at A. on the plat then South 10. E. 40 pols to a small Sugar tree then South 76. East 74 pols to a stake at B. then North 10. West 28. pols to a stake then N. 61. W. 10 pols to a Stake in the Center of the Road then with the Road N. 16. E. 24. pols to C. then N. 80. East 86. pols to a stake in the East line of the lot at D. then N. 80. West 20 pols to the Begining Containing thirty four acres more or less and we appreis the yearly Rent of Sd Dower after Reserving as pers goods to be worth fifty dollars per year

William B. Irwin
Joseph Bain
J. J. Robb




In obedience to the Command of a writ from the Court of Common pleas for the ~~State of~~ County of Union State of Ohio in which the under Signed were appointed Commission ers to set of dower to Hannah Evens widow of Thomas Evans late of Sd County in two lots of land named in Sd writ would we report that after being Sworn by the Sheriff of Sd County we set of to the Sd Hannah Evans for her in line dower in the lots of Land named in Sd writ a part of a lot of 107. acres in Survey No. 5506. Bound as follows Begining at B. Beech cr. E. Corner to the lot in the original North line of the survey then with Sd line South 80. West 160 pols to the cr. W. Corner of the lot at A. on the plat then South 10. E. 40 pols to a small Sugar tree then South 76. East 74 pols to a stake at B. then North 10. West 23. pols to a stake then cr. 61. W. 10 pols to a Stake in the Center of the Road then with the Road cr. 16. E. 24. pols to C. then cr. 80. East 86. pols to a stake in the East line of the lot at D. then cr. 80. West 20 pols to the Begining Containing thirty four acres more or less and we appreis the yearly Rent of Sd Dower after Keeping repairs paid to be worth fifty dollars per year

William B. Irwin
Joseph Bain
J. J. Welch

Hannah Evans } In Union Common Pleas
vs } Dct for Dower
Wm Evans et al }

By the oaths of Wm B Irwin, Joseph Bain and D. D. Welsh three judicious disinterested men of the County who are not of kin to either of the Parties, I have caused to be set off and assigned to said Hannah Evans as her dower Estate, the lands within described in the report of said Commissioners, above named, and by the oaths of same men have Estimated and truly appraised the yearly value of said real Estate, at fifty dollars after deducting necessary expenses

1834 } William C. Allen Shff of Union County

Fees 1.50
Commissioners Fees 6.50
$8.00

Paid

Copy. In the table in Cor.

Joseph Bain one day Sur. mission and journeying
and Claim Certificate $1.75
D. D. Same 1.75
Mileage in A. Irwin to Surveying and detaining
and so find his said mileage disallowed 3.00

Union Comm Pleas

Hannah Evans
vs
George M Evans
Et al

Filed March 7 1854
Amos Lorner clerk

No 3

Coats & Porter
Attys for Plff

Service this writ by delivering to
George M Evans a certified copy of this
writ Marion Co Ohio
Fees Milage 5
Serv 35
Copy 20
60
Mellen G Mellen Sheriff per
Agustus Turner Dept

**The State of Ohio, Union County, ss:** ~~Franklin~~ Union

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

We command you to summon George M Evans

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Petition in chancery, exhibited against him & others by Hannah Evans

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

Witness JAMES ~~FINKADE, Jr.~~ Lowner Clerk of said Court, at Marysville, the 30th day of January A. D. 1854

James Lowner Clerk of Common Pleas.

No.

Wm E

ap g

& Pe

Hannah Evans
vs
William Evans et al.

Petition Com Pleas
Set for Dower

William Lawrence Esq Guardian ad litem herein for James Evans John W. Evans Thomas Evans, Virginia Evans, & Birl Evans, infant independents comes and for Plea says, that said Hannah Evans is entitled to Dower in said premises, but leaves the same to the Court

Wm Lawrence
Gun ad litem

Civil/Domestic Case File

Case No. 1854-CV-0005

Law 56

Joseph Temple

vs

John G Merit

Et al

Cert Bill made

no Recon

Received this writ February 8th 1854
Served this writ February 18th 1854 by delivering
to each of the within named defendants
except Emely Reeding a certified copy of this writ
left a certified copy of this writ at the residence
of the heirs of Emely Reeding February 18th 1854

| | |
|---|---|
| Fees Milage | 100 |
| Fees | 195 |
| Copy | 225 |
| Return | 5 |
| | $5,25 |

William C Mulinthrill

Joseph Semple
vs
Robert G Merrit
Scheriff &c

Filed February 20 1854
Frances Dunn Clerk

A C Dodge
Atty for Plff

THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY.

You are commanded to notify John G Merit adm^rs Phebe Merit Samuel Merit, Charles Merit George Merit, Anna Merit Daniel Merit Rachael Merit & Emely Reading that they have been sued by Joseph Temple in the Court of Common Pleas of Union County, and that unless they answer by the 11th day of March A. D. 1854 the Petition of the said Joseph Temple against them filed in the Clerk's 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 20th day of February A. D. 1854

Witness my hand and the seal of said Court, this 8th day of February A. D. 1854

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Joseph Lempler
v
John Gillenett, Adm.r &c
~~al~~ et al.

Petition to complete
contract

Filed February 8th 1854
James Lynn Clerk

Jul Dougherty Sol
for Petitioner

To the Honorable Judge of the Court of Common pleas of
Union County Ohio

Your Petitioner Joseph Temple of the County of Union and state of Ohio Represents, unto your honour that On the 16th day of January 1841. That Samuel Merritt, now deceased, was the Owner of in fee. the Simple of a certain Real Estate situate in said County of Union and bounded, and described As follows. to wit, part of Survey No 9917. Beginning at a stake and heap of stones in the center of Rush Creek, running N 7 W. 166. poles to A Stake in the center of the Road, leading from Richwood, to Arbela, Then with said Road. S 78¾ W. 93 poles. to a stake in the center of said Road, witness a Beech Tree. marked, as a corner, On the South side of the road. Thence S. 7 E, 77 poles. to the center of the creek. Then down, the creek, with the meanderings thereof. S 47 E. 16 poles. N 80 E 13 poles. S 36 E. 7 poles. N 64 E. 15 poles. S 77 E. 10 poles. S 38 E. 15 poles N 44½ E 12 poles N 54 E. 4½ poles. S 38 – 15 poles. N 55 E. 14½ poles. S 22½ E. 36 poles, to the place of Beginning Containing 75 Acres, be the same more or less. That the said Samuel Merritt, deceased being desirous, to sell said real estate entered into a written agreement with your Petitioner, for the sale thereof to your Petitioner which agreement bears date January 16th 1841, And is to the purport, and effect as follows. The said Samuel Merritt deceased binds, himself, his heirs and Executors Administrators assigns, under, a penalty of eight hundred and twenty five Dollars, to make unto Joseph Temple a deed in fee. for the lands described, upon the punctual payment of the purchase money, at the rate of $5 50 cts per acre

Payments: to be made as follows. Two hundred
& Dollars and twenty four cents on or before the
first day of November 1841. and the remainder
on or before the first day of November 1842.
as by said Agreement when produced will
appear, which said Agreement is hereunto
filed and made part of this bill.
Your Petitioner further represents, that,
since the execution of said Agreement,
the said Samuel died, and left the following
persons heirs at Law of the said Merrett deceased,
and whom Your Petitioner prays may be
made party defendants to this bill. to wit.
Pheba Merrett widow, John G. Merrett, (Adm) who was duly
appointed Administrator of said Samuel Merrett's
deceased Estate, Samuel Merrett, (Adm) Rachael Merrett (minor)
Pheba Merrett. Samuel Merrett, Charles Merrett
George Merrett, Anna Merrett, and Emely Reading
(infant heirs) Your Petitioner further represents
that he has fully, and in every respect
complyed with the tenor and effects
of the said conditions of the Bond, and
that the purchase Money has been paid,
Your Petitioner therefore prays process of
Subpoena against the said John G. Merrett,
Administrator of the Estate of Samuel
Merrett deceased, and the widow and
heirs at Law of the said Merrett deceased,
and that on the final hearing the said
John G. Merrett as Administrator, and heirs
at Law may be decreed to convey all their
right title and interest in said premises
to Your Petitioner with such covenants as
to Your honour shall seem fit, and that
Your Petitioner may have such other and further
relief in the premises as to Your honour shall seem meet
Your Petitioner shall ever pray &c. Jos. Dorsey Solr for Pltff

Your Petitioner May have such other and further relief in the premises as to your honour shall seem meet, And Your Petitioner shall ever pray &c,

J. C. Dougherty Solr for Petitioner

Joseph Temple
vs
John P. Merrett Admr.
et al.

} Petition in Union Common Pleas

Issue a summons to John P. Merrett Adm. Phebe Merrett, widow, Samuel Merrett, Charles Merrett, George Merrett, Anna Merrett, and Emely Reading, Daniel Merrett and Rachael Merrett,

To James Irvine Clerk of Union Co. Pleas
Feby 8th 1844.

} J. C. Dougherty Solr for Petitioner

2 p 07
2 3 34 7
1 4

Civil/Domestic Case File

Case No. 1854-CV-0006

No. 54-CV-6

# Union Common Pleas Court.

Williams & Latimer
Plaintiff,

AGAINST

Beriah M Miller
Defendant.

APR TERM 1854

Settled

Journal 5 Page 312

Record No. No Record. Page

Ex. Doc. A Page 427

Case 57

Williams & Latimer
vs
B W Miller

Cost $3,27

Paid

Cost bill made
No Record

Clerk 156
Staff 171
321

Union Com Plea

Williams & Patrick
against
Bryant W. Miller

Civil action

Filed Feby 10 1854
James Linn Clerk

Sullivan & Rosetti
Attys for Plaintiff

I authorize Anyody
Bail for costs Feby 10 1854
W. Wasil.

Copy –

Williams & Patterson Bot of B. W. Miller from 150 to 200, head of good Corn fattened hogs for 3,10 $ per cwt gross to be delivered here in Delaware by the first day of Feb next to be weighed off of feed twelve hours on Standing Scales wet Received on this contract fifty Dollars Delaw Jany 11 T 1834 Signed B. W. Miller –

Nathan Williams &
John L. Satterwhite doing Business under firm of Williams & Satterwhite
against
Bryant W. Miller Defendant

Court of Common Pleas
Union County Ohio

Williams & Satterwhite, Plaintiffs say that they entered into a Contract with one Bryant W. Miller on the Eleventh day of January in the year of Lord one thousand eight hundred & fifty four. By which said Contract the said Miller to ~~said Williams & Satterwhite~~, was to deliver to said Williams & Satterwhite at the Town of Delaware from one hundred & fifty to two hundred corn fatted hogs, said hogs to be delivered on the first day of February one thousand eight hundred & fifty four, said Williams & Satterwhite was to pay said Miller three dollars & ten cents per hundred weight, when said hogs were delivered to them in Delaware aforesaid, A Copy of said Contract is hereto attached & made part of this Petition, & marked A, said Williams & Satterwhite aver that they were ready willing & anxious to perform their part of the aforesaid Contract and pay the said Miller the full amount agreed upon for said hogs & that said Miller, wholly failed to fulfill ~~this~~ part of the Contract but on the contrary refused to deliver said hogs & the time & place agreed upon, but sold them to some other person for a large advance on the aforesaid price, said Williams & Satterwhite further say that they advanced fifty dollars to said Miller at the time of the contract, which said fifty dollars is not paid at this time, Plaintiffs say that they are damaged by the ~~wrongful~~ ~~neglect~~ of the said ~~to~~ ~~complied~~ refusing to comply with said Contract one hundred & fifty dollars, ~~one hundred & fifty~~

Wherefore the Plaintiffs asks Judgement for the sum of two hundred dollars with interest from the first day of February A.D. 1854 one hundred & fifty dollars as damages & fifty for money advanced

Swetser & Rosette Attys for Plaintiffs

The State of Ohio Delaware Co ss

Before me personally appeared John F. Latimer, who being duly sworn according to law deposeth, & says that he believes the statements of the within Petition to be true.

John F. Latimer

Sworn to & John F. Latimer & subscribed before me & in my presence this 9th day of Feb A.D. 1854

John D. Vandeman
Notary Public

Wilkins & Patinn
against
Bryant W. Miller

---

Praecipe

Sweetser & Rosette Attys
for Plaintiff

Nathan Salmon

Nathan Williams &
John F. Putnam doing
Business under the firm
of Williams & Putnam
against
Bryant W. Miller

Issue a summons returnable
according to Law, Amount Claimed
Two hundred dollars, with interest
from the First day of Feby 1854

Lawrence & Morse
Attys for Plaintiffs

Feb 9th 1854

William & Plaintiff

against

Bryant & Miller

Ant claim $200.00
Ant from the
1 day of February 1854

Filed Feby 20 1854
Francis Turner Clerk

I. G. A. Cassile do acknowledge myself Bail for Plaintiffs for costs in this case

G. A. Cassie

Received this writ February 10th 1854
Served this writ February 17th 1854
by delivering to the Defendent a certified copy of this writ

| | |
|---|---|
| Fees Milage | 90 |
| Serv | 35 |
| Copy | 25 |
| Return | 5 |
| | $1.55 |

William C. Martin Sheriff

Executed & Returned
Feb 23 to Plff

THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Bryant W Miller

that he has been sued by Nathan Williams & John L Latimer doing Business under form of Williams & Latimer

in the Court of Common Pleas of Union County, and that unless he answer by the 11th

day of March A. D. 1854 the Petition of the said Williams & Latimer

against him filed in the Clerk's 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 20th

day of February A. D. 1854

Witness my hand and the seal of said Court, this 10th

day of February A. D. 1854

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Dear Sir: Delaware July 9th 1874

Enclosed we send you a Petition for a Dist. with a letter and papers herewith returned. To be filed to enter hereby as this County which must be done before the Dist Court of the United States in order to proceed. Send bond & since say the keeper into Court. Yours W. L. to enter his name and I will see him sign. and then send on the Papers

Otto R. Cy the Court Yours truly
by Chas Phillips
Marion Co O. Chancellor Sheridan

Civil/Domestic Case File

Case No. 1854-CV-0007

No. 54-CU-7

# Union Common Pleas Court.

Charles Roberts
Plaintiff,

AGAINST

Orrin Franklin
Defendant.

OCT TERM. 1854

JUD'G VS PLAINT'F

Journal 5 Page 360

Record No. 7 Page 101

Ex. Doc. A Page 541

Law 17

Charles Roberts
vs
Arad Franklin

cost bill made
Record
Remitter

No 28

Charles Roberts
to
Cornad Frankler

Transcrip

Filed Feby 14 1854
James Lowrie Clk

No 1

Charles Robirds
vs
Asad Franklin
Damage $40.00

justice fees
issuing ~~trial~~ .12½
issuing 2 subpoenas 52
qualifying 11 witnesses 44
entering appeal and 25
taking Bond 25
issuing transcript 31
189

This bat to recover damage
Bill of petculars filed of which the following
is a copy } Damage $90.00
Suit bat to recover the above amount of damy
for fraud in the trade of Horses made on or about
the 10th day of November AD 1853 which said
property is unsound defective and good for nothing
Said trade was made by Caldwell Franklin by
the order and permission of Asad Franklin his father
also to recover the above amount for fraud and
deceipt in not makeing known the defects of
Said property but conceal them from the Said
Charles Robirds defects to wit the heaves and
other inward diseases

constable fees $1.45

November 25th 1853 at the instance of the plaintiff
Summon issued for the appearance of the Defendant
on the first day of December AD 1853 at 10 oclock
AM and at the same time Subpoenas issued for the
following witnesses on behalf of the plaintiff
Jo Jewett & Abraham Scott Josephus Jordan J. G. Smith
Richard Hoskins Samuel Gamble and William Johns
all delivered to J J Junks constable Summons returned
in due time endorsed Served this dat November 26th 1853
Service 10 cts Mileage 15 cts
J J Junks Constable

Witness fees $3...

Subpoenas returnd in due time endorsed served
on the within named persons fees $1.20 cts
J J Junks Constable

November 28th 1853 subpoenas issued for Alfred
Scott and H H Cary and served and returnd by
the Defendant H H Carey faild to attend
December 1st 1853 parties present trial bar and
the aforesaid witnesses examined except J G Smith
and R Hoskins and J do find for the plaintiff
forty Dolars It is therefore considerd by me
that plaintiff Charles Robards recover of the

defendant Arad Franklin the sum of forty Dollars and costs of Suit

State of Ohio
Union County } Leesburgh Township

I do hereby certify that the above is a true copy from my Docket of the proceedings had by and before me in the above Case

John Barnett. Justice of the
peace for the Township aforesaid

February 14th 1854

Union County }
State of Ohio } ss

Jackson C. Doughty being sworn says, that the plaintiff is absent from the county, and that he believes the statements of the foregoing petition to be true.

J. C. Doughty

Sworn to by Jackson C. Doughty and signed by him in my presence this 1st day of June A.D. 1874.

James Linn clerk

Charles Roberts
vs
Aud Freeman
Petition
Filed June 1st 1874
James Linn clerk

No 2

Doughty & Powell
Attys

Court of Common Pleas,
Union County Ohio

Charles Roberts, Plaintiff
against
Arad Franklin, Defendant

Petition
Damages $90,00

Charles Roberts, Plaintiff, by Doughty & Gould, his attorneys, brings suit against Arad Franklin, defendant, for damages to the amount of ninety dollars for fraud and deceit in the trade of horses made on or about the 10th day of November A.D. 1853. The said plaintiff says that the said property was and now is unsound, defective, and good for nothing, and that said trade was made by Culvell Franklin son of the said defendant, by the order and ~~said~~ supervision of the said Arad Franklin, his father. And that the plaintiff further says that the said Arad Franklin acquiesced in the said trade made by his son Culvell Franklin. The plaintiff asks to recover the amount of ninety dollars for fraud and deceit in not making known the said defect of the horse - to wit - heaves and other inward diseases, and in concealing them from the said Charles Roberts.

Whereupon the plaintiff asks judgment of ninety dollars against the defendant as damages sustained in said trade.

Doughty & Gould, Attys

Charles Roberts

vs

Israel Franklin

Answer

Filed June 20th 1854

James Turner
Clerk

No 3

Court of Common Pleas
Mon Com Co  } Answer

Arad Franklin defendant,
vs
Charles Roberts plaintiff

Arad Franklin defendant says it is not true that he either before the trade mentioned in said petition authorized his son Calwell Franklin to make said trade, or that after the trade was made, that he ratified or acquiesced in the same ~~after the said trade was made~~.

And the defendant further says that he does not know anything of the conditions of said trade except as he has been informed by others, but is induced to believe from the statements made to him that no fraud or deceit was practised upon the plaintiff in said trade and demands proof upon that point

The plaintiff positively says he never did claim any benefit of said trade and still repudiates the same, and demands judgement against the plaintiff for his costs in this behalf expended

Curry & Robinson
Defts Attys

The state of Ohio Mon County
Arad Franklin being sworn according to law defendant says he believes the allegations of the above answer to be true

Arad Franklin

sworn to by Arad Franklin before me & subscribed by him in my presence this 12th day of June 1854
Fee 12½ ¢  John Bastow Clk

Charles Robards
vs
Asad Franklin

Rec for witnesses

Filed June 5 1854
James Lunn Clk

Doughty & Gould
Attys for
Plaintiffs

Charles Robinson } In Common
vs } Common Pleas
Asad Franklin }

Issue a Subpoena for
J. O. Jewett Esq. Ralph Bonnett.
Benjamin Franklin. Caldwell
Franklin and Josephus. Jordan witnesses
for Plaintiff

Dwight A. Gould
Atty for Plaintiff

Jr. James Turner Clerk
of the C. Pleas.

This is served on me this 31st day of May 1854
and the plaintiff is notified that in the trial
of this case the defendant will testify

J W Robinson
Defts Atty

Filed May 31 1854
Francis Lincoln Clerk

Charles Roberts
v
Aaron Franklin } June Term 1854

To C. W. Robinson Esq.
Atty for Franklin:

You will please take notice that the Plaintiff in the above cause will give evidence in the said case, at the next Term of the Court of Common Pleas Union County Ohio-

Charles Roberts-
By Doughty & Gould,
His Attys-

June 1st 1854-

Charles Roberts
to
Amos Franklin
Sub for Ca'st

Filed June 20 1854
James Dunn Clerk

Served this writ by Reading to Each of the within
Named persons June 13th 1854
John Elcott & Stephen McClain Claimed their
Fees and were paid by the Defendant

| | |
|---|---|
| Fees Mileage | 75 |
| Levis | 125 |
| Return | 5 |
| | 205 |

William L. Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Israel Franklin, Colwell Franklin Alphens Scott. Samuel Gamble. James Johnson Russel Clugsase Stephen McLain. John Elliott V. S. P. G Brown Alexander Sunderland

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the second day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Charles Roberts is Plaintiff, and Israel Franklin 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 13th day of June A. D. 1854

James Turner Clerk.

Bill of Portiulas

Filed Feby 14 1854
James Turner clk

Charles Robards } Damages:
v. } $90.00
Brad. Franklin }

Suit brought to recover the above Amount of Damages for fraud in the trade of horses made on or about the 10th day of November AD 1853. which said property is unsound, defective and sold for Nothing, said trade was made by Culwell Franklin by the order and permission of ~~Charles Robards~~ Brad. Franklin his father; also to recover the above amount for fraud and deceit in not making known the defects of said property, but concealed them from the said Charles Robards, to wit; the heaves, and other inward, ~~defects,~~ disease.

Filed February 14 1854

James Lorrain Clerk

In the action of Charles Robirds against Arud Franklin I William John do acknowledge myself bail for the appellant in the sum of Sixty Dollars to be levied of my good and Chattels lands and tenements in case the appellant Shall be condemned in the action and Shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of common pleas

Signed. William John

Taken signed and acknowledged on this 8th Day of December in the year A.D. 1853 before me John Barnett J.P.

Roberts
vs
Franklin

Precipe for writs

Filed June 13 1854
James Lyon clk

Charles Roberts } Mun Common Pleas
vs }
Asad Franklin }

Issue subpoena for Asad Franklin, Colwell Franklin, Alphens Scott, Samuel Gamble, James Kinsen Russel Chuggage & Stephen McLain John Elliott & S. P. G. Brown witnesses for the defendant

Curry & Robinson Defts Attys

To the clerk of Mun Common Pleas
June 12th 1854

Charles Roberts
vs
Asad Franklin

Sub fer Writ

Filed June 20 1857
James Lum Clk

Served this Writ by reading to each of the within named persons Lum 20 1857

Fees Mileage 65
Serv 62½
Return 5
1324

William A. Allen D.Shff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon J O Lewett, Ralph Bonnett ~~Benjamin Franklin~~, Culver ~~Franklin~~ Josephus Ponder

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 Charles Roberts is Plaintiff, and Arad Franklin is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 5th day of June A. D. 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1854-CV-0008

No. 54-CU-8

# Union Common Pleas Court.

Margaret Morlen
Plaintiff,

AGAINST

Charles Morlen,
Defendant.

OCT TERM. 1854

Journal 5 Page 357

No Record.

Record No. Page

Ex. Doc. Page

Law ~~17~~ ~~27~~ 18

Margaret Morton

vs

Charles Morton

no Record

Court of Com Pleas

Margaret Morton
vs
Charles Morton
Pet. for Divorce

Filed Feby 14 1854
James Lowe Clk

J B Allen

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

Your Petitioner Margaret Morton formerly Margaret Little, of the County of Union aforesaid, respectfully represents that she was legally married to Charles Morton, in the said County of Union, on the 12th day of October A.D. 1850. That the said Charles Morton and your petitioner lived and cohabited together from the time of said marriage intill about the 12th of February A.D. 1851. at which time he, the said Charles Morton abandoned your Petitioner without any just cause, or provocation, and that the said Charles Morton willfully absented himself from your Petitioner for more than three years. that previous to his leaving your petitioner as aforesaid, he the said Charles Morton disposed of all of his property and effects and left your Petitioner, entirely destitute of the means of subsistance and that he has never returned or made any provisions for your Petitioner.

Your petitioner further represents that the said Charles Morton, some time in the year A.D. 1851 went to Blackford County, Indiana where he has ever since lived and cohabited with one Tabitha Ann Shannon.

Your Petitioner represents that the said Charles Morton has committed adultery with the said Tabitha Ann Shannon, in Blackford County, Indiana, at divers times, to wit on or about the 15th of Jan. 1852. on or about the 15th of Feb. 1852. on or about the 15th of March

1852, on or about the 15th of April 1852, on or about the 15th of Sept 1852, on or about the 15th of Dec 1852 on or about the 15th of Feb. 1853, on or about the 15th of March 1853 on or about the 15 of Apr. 1853, on or about the 15 of June 1853, on or about the 15th of Aug. 1853, on or about the 15 Oct. 1853 on or about the 15th of Dec 1853, and on or about the 15th of Jan. 1854.

Your Petitioner represents that the said Charles Morton has been guilty of wilful absence from your Petitioner for more than three years.

Your Petitioner represents that the said Charles Morton has been guilty of gross neglect of duty toward your Petitioner. Your Petitioner further represents that the said Charles Morton now resides in the County of Blackford, Indiana, that your Petitioner is a bona fida resident of the County of Union Ohio, and has been for five years last past.

Your Petitioner therefore asks that the said Charles Morton be made party defendent to this petition, that he may full answer make to all and several, the matters and things herein set forth, and that the said marriage contract may be dissolved - That the said court may grant your Petitioner divorce, and that such other proceedings be had as the court may deem proper and just, &c.

By J B Allen

Margaret Morton } Union County Com.
vs } Pleas. April term
Charles Morton } A.D. 1854.

Issue a summons to Charles Morton to Blackford County Indiana, his P.O. address is Mont Pelier, Blackford Co. Ia.

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

Feb 14th 1854.

J B Allen. Atty for Pet

Margaret Morton
vs
Chas. Morton

Sub for Wit

Filed April 4 1854
James Lincoln

A. B. Allen

Margaret Morton
vs
Charles Morton

Court of Com. Pleas
of Union County Ohio
In Divorce

Please issue a subpoena for the following witnesses in behalf of the Plaintiff to wit, J. A. McNeal, ~~and~~ Margaret McElroy & Adam Hemminger.
To the Clerk of Union Com. Pleas.
Marysville April 4th 1854.

S. B. Allen
for Pltff.

Civil/Domestic Case File

Case No. 1854-CV-0009

No. 54-CV-9

# Union Common Pleas Court.

Bradley, Burnham & Co
Plaintiff,

AGAINST

Wm Graham et al
Defendant.

APR TERM. 1854

Settled

Journal 5 Page 297

Record No. No Record. Page

Ex. Doc. A Page 394

Case 60

Bradley, Burnham
Lamb & Co

vs

Wm Graham
Nancy Graham

Settled & costs
Paid no
Record

6
16
86
30

1,38
335

4,73
135

3,38

In Union. Com. Pleas.

Bradley, Burnham
Lamb & Co. Plffs.
agt.
Wm Graham &
Nancy Graham. defts.

Petition on Mortgage &
notes &c.

Filed Febry 20 1854
James Lunn clerk

Finch & Critchfield
Plffs. attys.

Court of Common Pleas. Union County, Ohio.

| | | |
|---|---|---|
| Chauncey F. Bradley. John A. Burnham. Henry Lamb. Sherman Finch John J. Burnham & Peter Keiser doing business under the firm name of "Bradley, Burnham Lamb & Co" | plaintiffs | Petition. |
| against | | |
| William Graham & Nancy Graham his wife | defendants | |

Plaintiffs say that on the 20th day of July A.D. 1853. the defendants executed and delivered a deed of mortgage conveying to the plaintiffs the following premises situate in the County of Union in the State of Ohio & in the Virginia Military District & Survey No 6307. and bounded & described as follows: Beginning at the N. E. Corner of land owned by John Graham dec. and running thence S. 15° E. 28 poles to a stake - thence S. 75° W. 12 poles to a stake - thence N. 15° W. 28 poles to a stake - thence N. 75° E. 12 poles to the place of beginning containing two Acres & sixteen poles together with the saw mill and all other appurtenances belonging to the same. to secure the payment of a debt evidenced by four notes, of even date with said mortgage,

executed by the said William Graham for the payment of the following sums of money at the times following, and in the manner following - : All of said notes payable in Merchantable white ash flooring boards delivered in the village of Delaware at Market price - the first note for thirty nine dollars payable on or before the first day of September next after the date of said note, - the other three notes for four hundred dollars each & payable respectively, the first on the 1st of November next after the date of said note. - the 2d one on the first day of May 1854, and the 3d one on the first day of November 1854.

The mortgage was recorded in the Recorders Office of Union County Ohio on the 22d day of July A.D. 1853. having been filed in said office at 8 O'clock P.M. of said day - which said mortgage and a copy of each of said notes are hereto attached.

Plaintiffs further say that said note for thirty nine dollars payable on or before the first of September next after the date of the same, as well as the said note for four hundred dollars payable on or before the first day of November next after the date thereof are due, and no payment has been made either of them either in lumber or money, nor on either one of said four notes, except

Copy of Notes.

"$39. On or before the first day of September next I promise to pay Bradley. Burnham Saunt & Co. thirty nine dollars in merchantable white ash flooring boards delivered in the village of Delaware at market price. Delaware July 20 1853.

(Signed) Wm. Graham"

"$400. For value received on or before the first day of November next I promise to pay Bradley Burnham. Saunt & Co. the sum of Four hundred dollars in merchantable white ash flooring boards delivered in the village of Delaware at market price

Delaware July 20 1853 (Signed) Wm Graham"

"$ For value received on or before the first day of May One thousand eight hundred fifty four I promise to pay Bradley. Burnham. Saunt & Co. or bearer the sum of four hundred dollars in merchantable white ash flooring boards delivered in the village of Delaware at market price

Delaware July 20 1853

(Signed) Wm Graham"

a quantity of lumber & flooring ~~boards~~ all together not exceeding the value of Ninety ~~five~~ 73/100 after deducting expenses dollars, a bill of which said last named lumber & flooring is hereto attached marked (B) & made a part of this petition

Whereupon plaintiff pray judgment for three hundred & fifty six dollars & forty four ~~dollars~~ cents, with interest from the 6th of February 1854. being balance due on note dated ~~September~~ November 1 1853. for the sale of said Mortgaged premises to pay said debt and for other proper relief

Finch & Critchfield
attys for Plffs.

Wm Graham
To Mortgage
Bradley Burnham & co

Filed for record July
22nd AD 1853 at
8 o'clock P M &
Recorded on the same day
in Book No. page 373
Wm M Robinson
Recorder
W.C.

July 20/53

fee 40 cts paid

# MORTGAGE.

E PLURIBUS UNUM

## KNOW ALL MEN BY THESE PRESENTS:

That We William Graham & Nancy wife of said William of the county of Union and State of Ohio, for and in consideration of the sum of twelve hundred thirty nine dollars, to us in hand paid by Chauncey F. Bradley ~~of the county~~ John A. Burnham Henry Lamb Sherman Finch John S. Burnham & Peter Kessler of ~~Delaware~~ Delaware County and State of Ohio, the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, convey and confirm, unto the said C. F. Bradley John A. Burnham Henry Lamb Sherman Finch John S. Burnham & Peter Kessler their heirs and assigns forever, the following premises, situate in the County of Union and State of Ohio, and in The Virginia Military District, & Survey No. 6307 and bounded and described as follows: Begining at the N. E. corner of land owned by John Graham Sec. and running thence S. 15° E. 28 poles — to a stake — thence S. 75° W. 12 poles to a stake — thence N. 15° W. 28 poles to a stake — thence N. 75° E. 12 poles to the place of begining — Containing Two acres & sixteen poles — together with the saw mill & all other Appurtenances thereunto belonging to the same

**TO HAVE AND TO HOLD** the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said grantees & to their heirs & assigns forever

**PROVIDED ALWAYS**, and these presents are upon this condition, that, whereas said William Graham hath executed to the said C. F. Bradley J. A. Burnham, Henry Lamb Sherman Finch J. S. Burnham & Peter Kessler by their firm name of Bradley Burnham Lamb & Co his four notes of even date herewith, for the payment of the following sums of money, at the time following: & in the manner following, all payable in merchantable White ash flooring boards delivered in the village of Delaware at market price — The first for thirty nine dollars payable on & before the first day of September next — The other three for four hundred dollars each & payable respectively the first on 1st November next, The second on 1st of May 1854 & the third on the 1st day of November 1854

Now if the said William Graham shall pay the several notes ~~of money~~ to said Bradly, Burnham Lamb & Co ~~or their~~ assigns, when they respectively become due, ~~with the interest~~, then these presents to be void, otherwise to be and remain in full force.

**In testimony whereof**, the said William & Nancy his wife hereunto set their hands and seals, this 20th day of July in the year of our Lord one thousand eight hundred and fifty three

Signed, sealed and delivered in presence of
J. B. W. Haynes
N. W. Lee

Wm Graham [L. S.]
Nancy her X mark Graham [L. S.]

**The State of Ohio,** Union **County, Ss.**

*Before me,* J. B. W. Haynes *a Justice of the Peace in and for said county, personally appeared the above named* William Graham & Nancy his wife *and acknowledged the signing and sealing of the above conveyance to be* their *voluntary act and deed; and the said* Nancy Graham *being at the same time examined by me, separate and apart from her said husband, and the contents of the said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith.*

Given under my hand officially, this 20th day of July A. D. 1853.

J. B. W. Haynes, J. P.

Gazette Print, Delaware.

"$400. For value received on or before the first day of November one thousand eight hundred fifty four I promise to pay Bradley. Burnham. Lamb & Co. or bearer the sum of four hundred dollars in merchantable white ash flooring boards delivered in the village of Delaware at market price - Delaware July 20 - 1853.

(Signed) Wm Graham"

(B)

Bradley Burnham Lamb & Co

To Wm Graham

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1852 | | | | | | | | D |
| Oct | 6th | 64 | Pc Lumber | 15 | 2 by 12 | 1920 | | 21 60 |
| | " | 70 | " " | 16 | 2 " 12 | 2240 | | 25 20 |
| | " | 13 | " " | 13 | 3 " 12 | 507 | | 5 70 |
| | " | 6 | " " | 15 | 8 " 8 | 480 | | 5 40 |
| | " | 50 | " " | 10 | 4 " 4 | 650 | | 7 08 |
| | " | 2460 | feet Flooring | | @ $1.25 | | | 30 75 |
| | | | | | | | | $95 73 |
| | | | Deduct for expenses | | | | | 5.00 |
| | | | | | | | | 90.73 |

of the foregoing petition to be true

Sworn to by Chauncey F. Bradley before me & signed by him in my presence this 15th day of February A. D. 1854. S. J. Critchfield Notary Public

Chauncey F. Bradley

Delaware County. –

Chauncey F. Bradley one of the firm of Bradley. Burnham. Saunders and one of the plaintiffs being sworn says that he believes the statements of the foregoing petition to be true

Sworn to by Chauncey F. Bradley before me & signed by him in my presence this 15th day of ~~January~~ February A. D. 1854.

L. J. Critchfield
Notary Public

Chauncey F. Bradley

Bradley Barnham Lambro

vs

William Graham

In Mun C. P.

This cause is settled at cost of defendant

June 21. 1854

S. Hinds

atty for plff

paid us be

Received this writ February 20 th 1854
Levied this writ March 5th 1854 by B. B. Lamb
to William Graham and Nancy
Graham & made certified copy of this
writ
March 6th 1854

Fees McPerse 50
Fees 55
Copy 37½
return 5
$2.00

William Mulvaney Sheriff

Union Comm Pleas

Bradley Bromham Lamb & Co
against
William Graham
& Nancy Graham

Filed March 6 1854
James Lynch Clk

amount claimed $356.44 &
interest from February 6 1854,
Plaintiffs ask for sale of mortgaged
premises described in petition and
also for satisfaction of whole mortgage
debt, being amount claimed above
& also two notes for $400. each - the
one payable 1st May 1854. the other
1st November 1854.

Finch & Critchfield
pltffs attys

The State of Ohio. Union County

To the Sheriff of Union County

you are commanded to notify,

William Graham & Nancy Graham his wife, that they have been sued by Chauncey H Bradley, John A Bromham, Henry Lamb, Sherman Finch, John J Bromham & Peter Keiser, doing business under firm name of, Braley, Bromham Lamb & Co, in the Court of Common Pleas of Union County, and that unless, they answer by the 25th day of March AD 1854 the Petition of the said, Bradley, Bromham Lamb & Co, 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 6th day of March AD 1854

Witness my hand and the seal of said Court this 20th day of February AD 1854

James Downes

Clerk of Court of Common Pleas of Union County

Civil/Domestic Case File

Case No. 1854-CV-0010

No. 54-cv-10

# Union Common Pleas Court.

Bradley, Burnham & Lamb &c
Plaintiff,

AGAINST

John Cartwright et al
Defendant.

JUN TERM. 1854

JUDGMENT VS DEFENDANT
$779 21

Journal 5 Page 322

Record No. 7 Page 42

Ex. Doc. A Page 489

30

Bradley, Barnhem
Lamb & Co
vs

Lisle & Cortzdafner

297
322

Journal Entry
inside

Cost bill
Record

Union: Com. Plea.

Bradley. Burnham.
Saunt & Co. - plffs
vs
John Cartydafner &
Eli M. Lisle partners
under name of
Lisle & Cartydafner
- defendants.

Petition &c.

Filed Feby 20th 1854
James Lowe Clerk

No 1

Finch & Critchfield

Court of Common Pleas. Union County, Ohio.

Chauncy F. Bradley, John A. Burnham, Henry Lamb, Sherman Finch, John J. Burnham & Peter Keiser by their firm name of Bradley, Burnham, Lamb & Co. — Plaintiffs

against

Eli M. Lisle & John Cartzdafner late partners under name of Lisle & Cartzdafner - defendants — Petition.

1st Plaintiffs say there is due to them from the defendants, on the promissory note of the said defendants, payable to Bradley, Burnham & Co. and by them endorsed to plaintiffs, a copy of which promissory note is hereto attached, the sum of Fifty dollars with interest since October 25th 1853.

2d Plaintiffs further say there is due to them from the defendants, on the promissory note of the said defendants, payable to Bradley, Burnham & Co. or order and by them endorsed to plaintiffs, a copy of which promissory note is hereto attached, the sum of Two hundred dollars, with interest since the 1st day of November 1853

3d Plaintiffs further say there is due to them from the defendants on the promissory note of

the said defendants, payable to Bradley, Burnham & Co or order in merchantable ash flooring delivered in Delaware, the sum of two hundred and seventeen dollars thirty eight cents with interest since the first day of July 1853, said promissory note, a copy of which is hereto attached, having been endorsed to plaintiffs and said defendants not having delivered any of said ash flooring to payees or plaintiffs.

4th Plaintiffs further say that in addition to the indebtedness of the said defendants to plaintiffs on the promissory notes herein before mentioned, the said defendants on the 25th day of August 1853 was indebted to plaintiffs in the further sum of two hundred and seventy six dollars, and that to pay that sum to plaintiffs, they and defendants, on that day entered into an arrangement to the following effect to wit: that the said defendants as principals with William Digget and plaintiffs as sureties executed a promissory note (a copy of which is hereto attached) jointly & severally for the sum of two hundred & seventy six dollars payable in sixty days after date to the Delaware County Branch of the State Bank of Ohio at Delaware, and that they got said Branch Bank to discount said promissory note and that these

Copies

"$50.00 Twelve months from date for value received we promise to pay Bradley. Burnham & Co. Fifty dollars.

Delaware Oct. 25-1852.

(Signed) Lisle & Cartzdafner"

Endorsed "Bradley. Burnham & Co"

"$200. Ten months from date we promise to pay. Bradley. Burnham & Co. or order Two hundred dollars for value received.

Delaware Jan. 1st 1853.

(Signed) Lisle & Cartzdafner"

Endorsed "Bradley. Burnham & Co"

"$217 38/100. On or before the first day of July next we promise to pay Bradley. Burnham & Co or order Two hundred & seventeen dollars thirty eight cents in Merchantable ash flooring delivered in Delaware for value received. Delaware March 5th 1853.

(Signed) Lisle & Cartzdafner"

Endorsed "Bradley. Burnham & Co."

"Due 24/27 Octr

$276. Delaware. O. Aug 25. 1853.

Sixty days after date for value received. we jointly and severally agree to pay the Delaware County Branch of the State Bank of Ohio. at Delaware Two hundred and seventy six dollars

(Signed) "Lisle & Cartzdafner"

" William Ligget

" Bradley. Burnham. Saunt & Co."

State of Ohio Delaware County.

Chauncy F. Bradley one of the plaintiffs being first duly sworn says that he believes the statements contained in the foregoing petition to be true. Chauncy F. Bradley

Sworn to by Chauncy F. Bradley before me and signed by him in my presence this 15th day of February A.D. 1854.

L. J. Critchfield
Notary Public

Chauncy F. Bradley, John A. Burnham, Henry Lamb, Sherman Finch, John J. Burnham & Peter Keiser by their firm name of Bradley, Burnham, Lamb & Co. — In Union Co. Com. Pleas — Plaintiffs

against

Eli M. Lisle & John Cartzdafner late partners under name of Lisle & Cartzdafner. — Defendants

Issue a summons for John Cartzdafner to Sheriff of Union County Ohio and for Eli M. Lisle to Sheriff of Franklin County Ohio returnable according to law.
Amounts claimed $50 + interest since October 25th 1853. - also $200 with interest from 1st November 1853. - also ~~for~~ $217,38 with interest from July 1st 1853 - also $276 with interest from August 25th 1853.

Finch & Critchfield
Pltff's attys.

Feb. 15. 1854

Union Common Pleas

Bradley, Burnham
Lamb & Co
against
Eli W Fisle &
John Cortzdafner

Filed Nov 6th 1854
Lincoln Lowner Clk

Amount claimed $50.00
interest since October
25th 1853. also $200,
with interest from 1st
November 1853. also
$217.38 with interest
from July 1st 1853
also $276, with
interest from August
25th 1853

No 2

Finch & Critchfield
Pltffs attys

Lewis & Fle — Ptffs Atty — Ent. Jn.
Eli Fisle acquitted on Bond and the Ptffs
House & John Bortzdafner has Judgment
against Def't Fisle & Costs
Costs $1.00

The State of Ohio, Union County

To the Sheriff of Franklin County

you are commanded to notify, Eli M. Lisle & John Cartzdafner, late partners under name of Lisle & Cartzdafner, that they have been sued by, Chauncey F Bradley, John A Bromham, Henry Lamb, Sherman Finch John J Bromham & Peter Keiser by their firm name of Bradley, Bromham, Lamb & Co, in the Court of Common Pleas of Union County, and that unless they answer by the 25th day of March AD 1854, the Petition of the said, Bradley, Bromham, Lamb & Co 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 6th day of March AD, 1854

Witness my hand and the seal of said Court this 20th day of February AD 1854

James Downer

Clerk of Court of common Pleas of Union County

Union Comm Pleas

Bradley, Bourham
Lamb & Co
against
Eli W Lisle &
John Bartzdafner

Amount claim $50,
& interest since October
25th 1853. Also $200,
with interest from 1st
November 1853. Also
$217.38 with interest
from July 1st 1853
also $276, with
interest from August
25 1853

Filed Feby 24 1854
James Linn Clerk
No 3

Finch & Critchfield
Pltffs attys

Received this writ February 20th 1854
Served this writ by delivering to John Bartzdafner
a certified copy of this writ February 23 1854

| | | |
|---|---|---|
| February 24th 1854 | Fees Milage | 50 |
| | Serv | 55 |
| | Copy | 25 |
| | Return | 5 |
| | | $1,35 |

William C Martin Sheriff

The State of Ohio Union County

To the Sheriff of Union County.

you are commanded to notify, Eli M Lisle & John Cortzdafner, late partners under name of Lisle & Cortzdafner, that they have been sued by, Chauncey H Bradley John A Bromham, Henry Lamb, Sherman Hinet John J Bromham & Peter Keiser by their firm name of Bradley, Bromham, Lamb & Co, in the Court of Common Pleas of Union County, and that unless they Answer by the 25th day of March AD 1854, the petition of the said, Bradley, Bromham, Lamb & Co, 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 6th day of March AD 1854

Witness my hand and the seal of said Court this 20th day of February A.D. 1854

James Lowner

Clerk of court of common pleas of Union County

John Carlyle et al
vs.
Bradley Burnham et al

Answer to petition

Filed March 4 1854
James Lee Clerk

No 4

J. C. Dashiell atty for
Defendants

Eli M Leland John Corlydoge late partners under the name of Leland & Corlydoge
ads.
Chauncy F Bradley John A Burnham Henry Lamb. Sherman Finch John J Burnham & Peter Rosenfelt the firm name of Bradley Burnham Lamb & Co

In Union Common pleas

Answer

The Defendants ~~Answers~~ Answer of Ann of the petition that they did execute and sign said Notes of hand as set forth in the Petition of Plaintiffs And says That there is justly due from the said Plaintiffs the sum of Three hundred Dollars Damages for the non performance of a contract in building and preparing a Steam Engine & Boiler for a Steam Saw Mill for action as will appear from a written contract signed by Plaintiffs whereby they the Plaintiffs bound themselves to make a Steam Engine and boiler for a steam saw Mill and to have the same ready for ~~delivery~~ operation on or before the first day of October 1853 which the said Plaintiffs failed to do And kept the Defendant out of the use of the same for the term of two months after the first day of October 1853 to their Damages Three hundred Dollars for which said Steam Engine And Boiler for said Saw Mill, the said Notes in Petition described was given Further the Defendant says there is due them the sum of Three hundred Dollars for not furnishing good and suitable

material, as pertains to the Muley Blocks for the use of said Mill, A copy of which agreement is ~~filed~~ herewith filed, and made part of this Answer. The Defendants asks a judgement for the sum of three hundred Dollars Damages as an offset against the claims of the said Plaintiffs

J C Daugherty atty for Defendants

State of Ohio
Union County } John Cartledge being sworn says that he believes the statements of the foregoing ~~petition~~ Answer to be true

Sworn to by John Cartledge and subscribed in my presence this 4th day of March 1857.

John Cartledge

Thos Brown J.P.

Fee 25 ct Fee Paid

Bradley et al,
vs

Field & Cortes Daffey

~~Sub~~ Replication

Filed June 13
1854
James Lee Clerk

No 5

Court of Common Pleas Union County

Chauncy F. Bradley, John A. Burnham
Henry Laub, Sherman Finch
John J. Burnham & Peter Reisher
late Bradley Burnham Laub & Co. plaintiffs
against
Eli M. Disher & John Cort defendants
Defendants

Replay

Chauncy F. Bradley one of the plaintiffs & one of the late firm of Bradley Burnham & Co. in the petition in this case named says that the steam Engine & boiler in the answer in this case mentioned were fully completed & ready to be delivered as per contract by the sixth day of October 1852 & before the said defendants were ready to receive the same, that the work was all accepted by the defendants before the notes were given, that defendants have suffered no damages from any default of plaintiffs or of Bradley Burnham & Co. that the notes in petition mentioned were all given on final & satisfactory settlements for various parts of the work so done by said Bradley Burnham & Co for defendants & that defendants have always expressed full satisfaction with the so work till after the commencement of this suit

Finch & Gatchel
Attys for plaintiffs

Delaware County

Chauncy F. Bradley one of the plaintiffs being sworn says that he believes the statements of the foregoing petition to be true

Chauncey F. Bradley

Sworn to by Chauncy F. Bradley before me & subscribed by him in my presence this 13th April 1854

W. F. Rice Justice of the Peace in & for said County & State

D A 489

Bradley Bromham
Lauck & Co
vs
Lisle & Cortzhafner

Debt $779.71
costs 9.50
This writ 73

Filed Oct 16th 1854
James Downs clk

Fuller & Critchfield
Attys for Plffs

Received on this writ $500.00
Sept 1. 1854 Thos Miller
Rec debt 8th/54 $125.00 Shff
Rec " 14th " $112,00

Received the remainder of this
writ in full Oct 8th 1854
Thos Miller
Shff

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

# 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 20th day of April A. D. 1854

Bradley Bromham Lamb & Co

recovered against John Cortzdafner & Eli M Lisle

as well as the sum of Seven hundred and seventy nine dollars & 71 dollars and

cents for their debt, ~~as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages;~~ as also the sum of $ 9,50

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 Cortzdafner & Eli M Lisle

you cause to be made the debt, ~~damages~~, and costs aforesaid, with interest thereon from the 20th day of April 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 Court House aforesaid, on the first day of our next Term, to render unto the said~~ make due return of this writ in sixty days

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this 5th day of July A. D., 1854

James Turner Clerk.

Ⓢ A 459

Bondy Brompson
Levi & Co
vs
Isle & Cortlepher

Debt $119.71
Cos 5 50
Pl costs 13 00
Filed Sept 5 1854
Francis Simon Clerk

Received this writ July 5th 1854
No Goods or Chattles ~~found~~ found whereon to Levy
Levied September 4th 1854 upon the following Described
Real Estate to wit Situate in the County of Union and in
the State of Ohio Bounded and described as follows to wit
in the Virginia Milatary Survey No 1307 Beginning
at a Hickory in the original line of said Survey thence
with said original line N 80 E 65 poles to the center
of Millcreek thence up the same 70 poles to a stone in
Millcreek opposit a Spring thence passing through said
Spring N 9 W 18 poles to the beginning containing Sixty one
one half acres. Not advertised for want of time

September 5th 1854

| | | |
|---|---|---|
| Fees | Levy | 35 |
| Milage | Three Trips | 1 30 |
| | Levy | 35 |
| | Return | 10 |
| | | $2 10 |

William L Malin 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 20th day of April A. D. 1854 Bradley Burnham Lamb & Co recovered against John Cortzdafner & Eli M Lisle

as well as the sum of seven hundred & seventy nine dollars & 71 dollars and cents for their debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages~~; as also the sum of $ 9,50 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 Cortzdafner & Eli M Lisle

you cause to be made the debt, d~~amages~~, and costs aforesaid, with interest thereon from the 20 day of April 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 Court House aforesaid, on the first day of our next Term, to render unto the said~~ make due return of this writ in sixty days

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this 5th day of July A. D., 1854

James Turner Clerk.

Civil/Domestic Case File

Case No. 1854-CV-0011

No. 54-cv-11

# Union Common Pleas Court.

A L Skinner
Plaintiff,

AGAINST

W. C. Malen
Defendant.

APR TERM. 1854

Settled

Journal 3 Page 311

Record No. No Record Page

Ex. Doc. A Page 441

Law 62

A L Skinner

vs

Jno C Malin

Cert Bills

made no Recor

22
66
50
47
10
10
151

The State of Ohio Morrow County ss

The within named Aaron Lathrop Skinner being first duly sworn, deposes and says that the matters and things set forth in the within petition are each and all of them true = A L Skinner

Sworn to and subscribed before me by Aaron Lathrop Skinner this 2d day of March 1854

James Lyons clk

Lathrop Skinner
vs
Wm C. Martin
Petition

Filed March 2 1854
James Lyons Clerk

W N Kirkendall
Atty for Plff

Aaron Lathrop Skinner plaintiff — Union Comty Ohio
against — Court of Common Pleas
Wm C Malin defendant — petition in Replevin

The plaintiff Aaron Lathrop Skinner says that he is the owner of the following property, to wit 13 bee stands, 2 Bay horse colts, one sorrel mare one, 2 horse waggon, one buggy, one blaze faced horse forty head of sheep, one White Steer, one yearling heifer and two calves of the value of five hundred dollars and is entitled to the immediate possession of said property

That said property is wrongfully detained by the defendant; That said property was not taken in execution on any order or judgement against said plaintiff, or for the payment of any tax, fine or amercement assessed against him, or by virtue of any order of delivery issued under any law of the state of Ohio, or any other mesne, or final process issued against said plaintiff

The plaintiff asks for an order for the delivery of said property to the plaintiff and asks judgement for his damages in this behalf sustained for the said unlawful detention of said property, amounting to at least five dollars and his costs

James W Robinson Att for plff

E. D. 500

George B Wright
Jerome Buckingham
Admrs of
J Mathias Dec'd
vs

Aaron Skinner

Damages $211.22
Costs 4.54
increascents 3.90
This cost 73

Filed April 12th 1854
Jas Lum Clerk

Received this writ December 19th 1853
Levied on the January 24th 1854 upon the following
Property to wit 13 acre Plants two Bay horse Colts
one Large Mare one two Horse Wagon one Buggy one
Black Fence Horse 40 Head of Sheep one White Steer
one Gentlemen Saddle once two Ladies
The above described Property was replaced out of my
Hands by the Garnishee Benjamin L Kelley Nov 3d 1854
Jas Milcox 8
Levy 35
Fees 35
Retn 10
85

April 12th 1854

Millican & Allen Sheriff

The State of Ohio Union County, ss

To the Sheriff of said County Greeting

Whereas Joshua Mattiott on the 27th day of June AD 1848. in our court of common Pleas within and for the County of Union and by the Judgment of the same Court. Recovered against Aaron Skinner a Judgment for the sum of $211. 22. Damages and $4. 54 costs of suit and whereas afterwards to wit on the 25th day of June 1853. upon our certain writ of Scire facias in that behalf by the Judgment of the said court of Common Pleas of Union County it was ordered that George B Wright and Jerome Buckingham Administrators of Joshua Mattiot, decease have their 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 George B Wright and Jerome Buckingham, administrators as aforesaid. recover of the said Aaron Skinner their costs in that behalf expended amounting to $1. 56 as appears to us of record. therefore we command you that of the goods and chattles and for want thereof then of the lands and tenements of the said Aaron Skinner in your Bailwick you cause to be made the Damages & costs aforesaid with lawful interest and the costs that may accrue and have you the said moneys before our court of Common Pleas at their next term to render unto the said George B Wright & Jerome Buckingham, administrators &c and have you then there this writ

Witness James Downer Clerk of our said Court of Common Pleas at Marysville this 19th day of December AD 1853

James Downer Clerk

A L Skinner

vs

Wm C Malin

Bond

Filed March 4 1854

James Turner clerk

Aaron Lathrop Skinner plaintiff
against
Wm C Malin defendant

Union Common Pleas Court

We bind ourselves to the defendant William C Malin in the sum of Eleven hundred and fifty dollars that the plaintiff Aaron Lathrop Skinner shall duly prosecute this action and pay all costs and damages which may be awarded against him

Marysville March 3 1854

A L Skinner (seal)
M Irwin (seal)
E. D. Richey (seal)

A L Skinner

vs

Wm C Mallin

Appraisement

Filed March 4 1854

James Lyon Clerk

Name of Witness for the Plaintiff Samuel D Mu

d.

15

A. L. Skinner plaintiff

vs

Wm. C. Maline defendant

Mion Common Pleas

Petition in Replevin

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 Ohio upon a writ of restitution in the above case as follows

| | | | |
|---|---|---|---|
| 13 Bee stands | at | $ 26.00 | |
| 2 Bayhorse colts | " | $ 150.00 | |
| 1 Sorrel mare | " | $ 75.00 | |
| 1 Two horse nagger | " | $ 40.00 | |
| 1 Buggy | " | $ 30.00 | |
| 1 Blaze faced horse | " | $ 100.00 | |
| 40 Head of sheep | " | $ 90.00 | |
| 1 White steer | " | $ 16.00 | |
| 1 Yearling heifer | " | $ 12.00 | |
| 2 Calves | " | $ 16.00 | $ 575.00 |

Marysville March 3 1854

C. S. Hamilton sen

A. J. Johnson sen

Attest B. F. Kelsay

Coroner of Mion County

A. L. Skinner
vs
William C. Hall
Order of detining of
Personal Property

Filed March 4 1854
James Brown Clk

By virtue of this writ, March 3. A.D. 1854 I delivered the within described Property, in the within Writ named. I caused the value of the same to be ascertained by the oath of O.S. Hamilton and A.S. Johnson, As per schedule herewith returned and delivered said Property to the Plantiff he having given bond with W.W. Woods and E.J. Richey his sureties two responsible freeholders pr bond herewith returned.

I also summoned the defendant to appear at the return term of this writ, in pursuance of the Command thereof.—

| | | |
|---|---|---|
| Fees Mileage | .05 | |
| service of Summons | 35 | |
| Bail Bond | 50 | |
| Swearing Appraisers | 25 | |
| Appraisers Fees | 1.00 | $2.15 |

B. F. Kelsey Coroner
Union Co Ohio

I acknowledge service of this writ March 3d 1854
William C. Hall

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

A L Skinner. Plaintiff
vs
William C Malin Defendant } To the Coroner of the County of Union

you are commanded to take, 13 bee stands. 2 Bay horse colts. one sorrel Mare. one 2 horse waggon. one buggy. one blaze faced hose forty head of sheep. one white Steer. one yearling heifer. and two calves. from the possession of the defendant William C Malin. and deliver the same to the Plaintiff A L Skinner. upon his giving the undertaking required by law. you will make due return of this order. on the 13th day of March A D 1854. second Monday after its date

Witness my hand and the seal of said Court this 2nd day of March A D 1854

James Lyons
clerk of court of com P of Union County

Civil/Domestic Case File

Case No. 1854-CV-0012

No. 54-CV-12

# Union Common Pleas Court.

Delegher Anderson
Plaintiff,

AGAINST

Thomas Anderson
Defendant.

Dismissed

Journal 5 Page 367

Record No. 7 Page 120

Ex. Doc. A Page 521

Case ~~No~~ ~~3~~ 19

Delight Anderson
vs
Thomas Anderson

cert bill made
Record

Delight Anderson
vs } Pet. for Alimony
Thomas Anderson

Filed Nov 28 1854
James Lynn clerk

No 1

Rule for Pet.

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

Your petitioner Delphi Anderson of the County of Union and State of Ohio, Respectfully represents that she intermarried with one Thomas Anderson on the 17th day of November A.D. 1852 (when your petitioner's name was made defendant here) Your petitioner further represents that she had when she intermarried with said Anderson about four hundred and fifty dollars worth of personal property to which said Anderson took possession of and has appropriated the same to his own use. Your petitioner further represents that said Thomas Anderson has been habitually and almost continually drunk the space of six months last past. She further represents that he has been guilty of gross neglect of duty for more than one year last past. Your petitioner further represents that the said Anderson has frequently struck petitioner in a violent manner and has threatened to kill her during the year last past so much so that petitioner has, and is, still afraid that she would be in danger of personal violence if she should continue to live with the said Anderson and on account of the ill treatment aforesaid your petitioner has left, and yet believes that her personal safety ~~requires~~ forbids ~~that~~ that petitioner shall longer reside with said Anderson, and she accordingly about the 28th day of July 1854, separated from him and has on account of said ill treatment, and her fears concerning the same, lived separate from the said defendant, ever since,

Your petitioner further represents that said defendant, has kept all her social property and refuses to give her any part thereof, or in any way support petitioner. Petitioner further represents that said defendants own a house and five acres of land near Monroeville in said County, which is said to be worth about one hundred dollars. The prayer of this petition therefore is, That your honorable Court will grant your petitioner such reasonable sum as alimony for her support, as the circumstances of this case, may require and that your petitioner may have such other and further relief as to your Honor may seem meet.

A. B. Cole Atty for Petitioner

The clerk will issue summons for Thomas Anderson

A. B. Cole

Delight Anderson
vs
Thomas Anderson

Filed March 10 1854
James Linn Clerk

P B Teale
atty for Pltff

Received this writ March 8th 1854
Served this writ March 9th 1854
by delivering to Thomas Anderson a certified
Copy of this writ
March 10th 1854

Fees Mileage 50
Serv 35
Copy 25
Return 50
1.15

Milton L. Martin Shff

**The State of Ohio, Union County, ss:**

To the Sheriff of the County of Union, Greeting:

We command you to summon Thomas Anderson

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

Delight Anderson

and this you 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 8th day of March A. D. 1854

James Turner Clerk of Common Pleas.

T. Anderson

vs

T. Anderson

Replication

Delight Anderson
vs
Thomas Anderson

The said Delight Anderson, now comes and says that the matters and things set forth in her ~~answer~~ petition are true. and that ~~the~~ all the several matters and things contrary thereto in the answer of Defendant are untrue

P. Bleckley Jr.
for Petitioner,

S Anderson
vs
Y Anderson

Sub pen wit

Filed October 18th 1854
James Turner clerk

Agree this suit by Recog to William
Ore and Barrett Harris October 18th 1854
Ch Cannon not Home

Fees Subs 3.50
Ser 5.00
47.

William to Allen Atty

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Wm Ow. Garrett Harris & C H Converse

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Delight Anderson is Plaintiff, and Thomas Anderson 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 18 day of Oct A. D. 1854

James Turner Clerk.

Filed Oct 17 1854
James Lunell

Delight Anderson
vs
Thomas Anderson

Petition for Alimony

Delight Anderson being duly sworn says that Lavina Bogan a resident of Shelby County Ohio is a material witness for her in this case without whose testimony she cannot go to trial, She further states that she the (petitioner) has been necessarily absent from this County until within a few days past and that she has not been able since she got back to the County on account of ill health to get the deposition of said witness, Petitioner further states that this term of the Court commenced one week sooner than she had understood. ~~which~~ and that she was taken by surprise as to the time of sitting of the Court, which is an other cause that has prevented her from getting said testimony she hopes to be able to get said testimony by the next term of this Court, and that this affidavit is not made for delay alone but that justice may be done

Delight her × Anderson mark

Sworn to & subscribed before me this 17th Oct. 1854,

Johnson Coats J.P.

Indorsement

To subpoena

Sarah Jane Hunt

— Served this writ on the 8th day of Jan 1 & Dublette posted in Sage & Dublette posted in Sage

Fees Mileage 50

Svs 62½

112

Petitioner paid

Witness fees P. Sage 41.15

" Dublette " 1.15

William G. Munn Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Isaac Mapes, Jacob Mapes, A. D. Doolittle Frederick Sager & Wm Beach

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ 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 Delight Anderson is Plaintiff, and Thomas Anderson 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 17 day of Oct A. D. 1854

James Turner Clerk.

Thomas Anderson
vs
Delight Anderson

Answer

Filed March 30 1854
James Lowe clerk

No 3

The answer of Thomas Anderson to the petition for alimony of Delight Anderson in the Court of Common Pleas of Union County, Ohio

The defendant Thomas Anderson for answer unto said petition says he admits it to be true that he intermarried with petitioner as alleged in said petition. He also admits that she brought when she became his wife, two cows & ~~spring~~ heifer young cattle worth not exceeding fifty dollars some eight or nine head hogs worth not exceeding ten dollars, she also brought a few articles of clothes & house hold furniture, not exceeding fifteen dollars in value; and no more; that the petitioner did leave the defendant in manner as alleged in said petition, but not on account of any wrong conduct of the defendant. The defendant denies that he has been drunk as alleged in said petition, that he never threatened to kill petitioner & never ill treated her, but on the contrary has always been ready and now is willing to treat her well if she in turn will do her duty. Defendant further says he owns a small lot near Unionville, of about five thy acres; of which the defendant had sold to Joel Conklin 2/5 of an acre for locating a land warrant which land was traded for said five & a half acre lot & defendant has executed to said Joel Conklin a deed for said 2/5 of an acre, leaving about 5, 1 acres now his own. The defendant that since says, the petitioner has left him, she has taken of the defendants property the following property, one mare & year old colt worth eighty dollars; Also two cows worth fifty dollars; she also took a large amount of other personal property of the defendant. She also took

with her two head of cattle which defendant had sold to Andrew Marquis for twenty four dollars and

The defendant further says said petitioner has no reason to fear, and defendant believes she does not fear any personal violence from him; as he has always since said marriage done all within his power to make her comfortable; but he says further that the petitioner some time in October 1853. demanded of the defendant to make to her a deed for said house & lot and which request he was unwilling to comply with and ever since that time to the present. she has continued to annoy the defendant by every means within her power and succeeded in making their home a house of broil and confusion by her misconduct

The defendant having fully answered said petition asks to be dismissed

J W Ramsa
Defts Atty

Union County

Thomas Anderson being sworn says he believes the matters and things in the above answer are true as he verily believes

Thomas his X mark Anderson

sworn to and subscribed before me by Thomas Anderson this 29th day of March 1854

Wm M Robinson Mayor Ex Offo
fee 12½ cts

Civil/Domestic Case File

Case No. 1854-CV-0013

No. 54-CV-13

# Union Common Pleas Court.

James Tayler Ex
Plaintiff,

AGAINST

Whitacre Harris et al
Defendant!

OCT TERM. 1854

DECREE FOR PLAINTF

Journal 3 Page 368

Record No. 7 Page 147

Ex. Doc. A Page 039

Case 20

James Taylor Ex^r of
James Taylor
vs
Whitacre Harris
et al

cert bill
made Record

No 82

Union Com Pleas

James Taylor Exr &c

vs

Whitacre Harris et al

Petition

Filed Nov 15 1854
James Linn Clk

No 1

Stanton & Allison

James Taylor, Executor of James Taylor, Sen. deceased, plaintiff

against

Whitlane Harris, Joshua Scott & Sarah Scott his wife, Benjamin Scott & Eliza Scott his wife, Thomas Wallace & Lacy Wallace his wife, Saul Richards & Eliza P. Richards his wife, James Harris and ~~Perrit~~ Baldwin, Administrator of John S Harris, deceased, defendants

Court of Common Pleas. Union County.

Petition.

James Taylor as Executor of James Taylor, Sen. deceased, plaintiff, says that the said James Taylor, Senior, being the owner in fee simple of the land hereinafter described, on the 8th day of February A.D. 1844, sold the same by title bond, to one John S Harris, therein specified for the sum of $192.00. The said land is situate in the County of Union and State of Ohio, being part of Virginia Military Survey No. 9894 on the waters of Bokes Creek and bounded and described as follows, beginning at 3 beeches in the North line of Henry Williams land, thence N. 11° 30' W. 107 1/2 poles, to two beech & hon wood, in the North line of said survey; thence S. 78° 30' W. 95 poles to an ash, sugar, & lynn, N. W. corner to said survey; thence with the west line of said survey S. 11° 30' E. 107 1/2 poles to an ash & 2 elms N. W. corner to said Williams; thence N. 78° 30' E. 95 poles to the beginning containing 64 acres more or less. That said John S Harris paid $39.60 cash in hand, and executed to the said James Taylor, Sen. his two promissory notes for the ballance of the purchase money, for $76.20 each, payable in 1 & 2 years copies of which are hereto attached. That said Harris, at the same time agree

to pay all taxes assessed on said land after the sale, which agreement is expressed in said title bond given to said Harris. That when said notes became due said Harris was called on for payment from time to time, and refused and neglected to pay said notes, or either of them or any part thereof. That said Harris never took possession of said premises but abandoned the same, and refused to pay any taxes thereon. That about the month of March 1846 the said Harris died in the County of Logan Ohio, intestate and insolvent leaving the defendants Whitaker Harris, Sarah Scott, Eliza Scott, Lucy Wallace, Elma S Richards, and James Harris his heirs at Law and legal representatives, all of whom reside in said County of Logan. That Lemuel Baldwin of said County of Logan was duly appointed by the Court of Common Pleas of Logan County, administrator of his estate, to whom said notes were duly presented for payment, and who neglected to pay the same on the ground of the insolvency of said estate, and abandoned said land, and treated the Contract for the same as abandoned, of all which the other defendants had due notice. That none of said defendants ever took possession of said premises, but all of them ever after the death of said John S Harris neglected and refused to pay said notes, or either of them, or any part thereof, and neglected and refused to pay the taxes thereon, and suffered the same to be sold for taxes, on the 10th day of January 1848 to one Galatia Sprague; and neglected and refused to redeem the same. That about the 29th day of January 1853 the plaintiff at much trouble and expence, redeemed said land, paying to the tax holder the sum of $24.27, and he has also paid the taxes

and the sum of $4.50 cents in taxes before said tax sale, but after said, Harris was to pay them since, That said land still remains unimproved.

That said James Taylor Sen. departed this life about the close of the year 1848. leaving a last will and testament which is duly recorded in the Probate Court of Union County. That the plaintiff is the Executor and duly authorized by said will to make deeds, and close up all business of said estate, sell lands, &c. That no deed has ever been executed for said land under said Contract. That defendants refused and neglect to cancel said contract and release all claim under the same.

Whereupon the plaintiff asks judgment for the Cancellation of said real contract, and for other proper relief.

Marton & Allison, Attys for Pltf.

The State of Ohio, Logan County.

Jared S Dawson being sworn, says that he is the Agent of the plaintiff, and that he believes the statement of the foregoing petition to be true; and for a reason why this affidavit is filed by him says that the plaintiff does not reside within the State of Ohio, and that most of the facts are within his personal knowledge, having been the Agent of James Taylor Sen at the time of said sale to John S Harris, cognizant thereof, and until his death, and for said Executor ever since his qualification.

Jared S. Dawson

Sworn to by Jared S Dawson before me and subscribed in my presence this 3rd day of ~~February~~ March 1854

William Newell
Noty Public Sv. Co. Ohio

$76.20/100 Bellefontaine February 8th 1844

For value received I promise to pay James Taylor of Newport Kentucky, seventy six dollars twenty cents, on or before the 8th day of February in the year 1845

John S Harris

$76.20/100 Bellefontaine February 8th 1844

For value received, I promise to pay James Taylor of Newport, Kentucky, seventy six dollars twenty cents, on or before the 8th day of February in the year 1846

John S Harris

James Taylor, Executor of James Taylor Sen. deceased, plaintiff.

against

Whitaue Harris, Joshua Scott & Sarah Scott his wife, Benjamin Scott & Eliza Scott his wife, Thomas Wallace & Jac. Wallace his wife, Saul Richards & Eliza S Richards his wife, James Harris and Jacob Baldwin Administrator of John S Harris, deceased defendants

Union County Com Pleas.

Issue a summons returnable according to law. on 2nd Monday after date of the writ, to Sheriff of Logan County for all of the defendants. Also issue for all the defendants to Sheriff of Union County.

Canton & Alison
Attys for Pltf.

March 9th 1854
To Clerk of Union Com Pleas.

before; The amount is now therefore about $2.00 more than then

The calculation above is not a close calculation, but is near enough

We have made the assignment & had the transfer made & the land is clear of taxes; you can either send the $24.00 by mail at our risk or acknowledge the receipt of the receipts & keep the money until our Spring term of Court, as it suits you best

Co C. notes us that there is some prospect of making a new Judicial District of Logan, Champaign & Clark Co's; We are in favor What say you?

: Your house & Lot are well taken care of by Madkins = What will you take for it? = We are well. Clary is gone to Cincinnati to lecture to the Young Men's Mercantile Association !!! = 1853

Hoping business to be able

Yours truly
Madkins & Johnson

(Sam) Sec
Adams Ohio
Urgent

Maryville January 29th 1853

Bro. Allison

Dear Sir

James Kinkade showed us an item in a letter to him from you, respecting the tax claim of C. G. Hopkins, upon the taylor land

We herewith transmit you the tax certificate with the receipts for the payment of taxes since the purchase

| | | |
|---|---|---|
| 1 | Tax certificate & transfer Jan 18th 1848 | $407 |
| 2 | Tax receipt December 30th 1848 | 137 |
| 3 | Tax receipt December 27th 1849 | 107 |
| 4 | Tax " January 1st 1852 | 628 |
| 5 | Tax " December 25 1852 | 190 |
| | | 1471 |
| | Fifty per cent | 735 |
| Interest on the 1st | | 1.22 |
| Interest on the 2d | | .33 |
| Interest on the 3d | | .19 |
| Interest on the 4th | | .37 |
| Transfer to Taylors name | | 10 |
| | | $2427 |

We have paid the taxes for this year since we wrote you

I asign my right, title and intrust to the within to E. G. Hopkins

Galatia Sprague

Transfered to E. G. Hopkins Jany 1 1852 J. M. Neil J. M. C

fee 50 pd

I assign my right title and interest of the within to Dr. Jn. Rathbone

Chas. L. Hopkins

Transferred to Chas. L. Hopkins Dec. 29. 1852

Jn. Rathbone

To Jno Jones

To Union County Surveyor:

I HEREBY CERTIFY, THAT 64 acres of land, was this day sold for Taxes unto Gallatin Sprague for the sum of 3 dollars 89 cents and mill; being a tract of land entered for taxation, in the name of John S. Harris 9894 No. of Entry 1000 Original Quantity Bokes 6 Water Course, Swan & Taylor Original Proprietor.

YOU ARE REQUIRED, at the request of said purchaser, to lay off, by metes and bounds, as near a square as may be, at the most northwesterly corner of the tract from which the sale was made; the quantity of land so purchased, being subject to redemption, at any time within two years from this date, on payment (in the manner prescribed by law,) of the purchase money, with fifty per cent. thereon—and the amount of taxes paid by said purchaser, together with interest. Given under my hand this 10th day of January 1848.

3.89
10 cent
10 trans

Jno Johnson
County Auditor.

Sarah Scott — Joshua Scott
Whitacer Harris ———
Eliza Scott — Benjamin Scott
Tacy Wallace — Thomas Wallace
Elma Jane Richards — Saul. Richards
James Harris

50
26½
300
100
25
1325
5
66,25

TREASURER'S OFFICE, UNION CO. O., Dec the 25th 1852

Received of C. G. Hopkins $ 1.90 Tax on 64 acres of land survey No 9894 for the year 1852 ~~also $ _____ in full for his chattel tax for said year.~~

J. Marshall Treasurer U. C.

5,841

TREASURER'S OFFICE, UNION COUNTY, Dec 30th 1848

Received of C G Hopkins $1.36.8 tax on 64 acres

of land on Survey No. 5894 for the year 1848; also $ _____ ~~in full for his chattel tax for said year.~~

C Lee Treasurer U. C.

1.01.5
1.06.4
066 c
2.73.9
~~1.1.5~~
1.85.4
2.73.9

TREASURER'S OFFICE, UNION COUNTY, Dec 27th 1849

Received of C G Hopkins $ 1.06.4 tax on 64 acres of land on

Survey No 9894 for the year 1849 ~~Also $~~ in full for his chattel ~~tax for said year.~~

C Dee Treasurer U. C.

TREASURER'S OFFICE UNION COUNTY, Jan 1st 1852

Received of C. G. Hopkins est $ 6.28.8 tax on 64 acres of land on survey No 9894 for the year 1851 Also $ ~~in full for his chattel tax for said year.~~

C Lee Treasurer U. C.

Tax Receipt
No 3

Wm. S. Harris notes

$76.20

$76.20

76. 20/100

Bellefontaine February 8th 1844

For value received I promise to pay James Taylor of Newport, Kentucky,

Seventy Six . . . . . Dollars,

Twenty cents, on or before the 8th day of

February in the year 1845 with interest from date

until paid.

John S Harris

76. 20/100

Bellefontaine February 8th 1844

For value received, I promise to pay James Taylor of Newport, Kentucky,

Seventy Six Dollars,

Twenty cents, on or before the 8th day of

February in the year 1846 with interest from date

until paid.

John S Harris

James Taylor Exor
vs
Whitacre Adams Etal

Summons

Issued March 27th 1854

2 1/2

Martin V. Allison
Atty for Plff

Received this Writ March 15th 1854
Served this Writ March 27th 1854
By leaving at the Residence of Jane Richards
and Eliza J Richards Each a certified copy
of this writ, the Remainder of the within
Named Persons not found

| | |
|---|---|
| Fees Milage | 125 |
| Serv | 55 |
| Copy | 50 |
| | $2.30 |
| | 48 |
| | 78 |

William C Martin Shff

The State of Ohio, Union County

To the Sheriff of Union County

you are commanded to notify, Whitacre Harris, Joshua Scott & Sarah Scott his wife Benjamin Scott & Elizer Scott his wife, Thomas Wallace & Lucy Wallace his wife, Saul Richards & Elizer L Richards his wife James Harris & Jacob Baldwin Administrator of John S Harris decean, That they have been sued by James Taylor, Executor of James Taylor sen decean in the Court of Common Pleas of Union County, and that unless they answer by the 15th day of April AD 1854 the Petition of the said James Taylor Executor of James Taylor sen dec 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 27th day of March AD 1854

Witness my hand and the seal of said Court this 15th day of March AD 1854

James Lowmer

clerk of Court of Common Pleas Union County

Rec'd this writ March 18th 1854 and on the 29rd Day of March 1854 Served this writ by Copeys Left at the Residence of Each of the within named Defendants

Fees Serve 2 75
Mileage 30 1 50
Copeys 2 75 6 60

Jonah Ball Sheriff
Logan County

Union Comm Pleas

James Sayler Exr &c
vs
Whitacre Harris Et al

Summons

Filed March 25 1854
Lorenzo Lewis Clerk

No 2

Manton & Allison
Attys for Plff

The State of Ohio Union County
To the Sheriff of Logan County
you are commanded to notify Whitacre Harris Joshua Scott & Sarah Scott his wife, Benjamin Scott & Eliza Scott his wife Thomas Wallace & Lucy Wallace his wife Saul Richards & Eliza J Richards his wife James Harris and Sarah Baldwin, Administrator of John S Harris deceased, that they have been sued by James Taylor Executor of James Taylor sen decd, in the Court of Common Pleas of union County and that unless they answer by the 15th day of April AD 1854, the petition of the said James Taylor Executor of James Taylor sen decd, 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 27th day of March AD 1854

Witness my hand and the seal of said Court this 15th day of March AD 1854

James Turner
clerk of court of common Pleas union County

Civil/Domestic Case File

Case No. 1854-CV-0014

Civil/Domestic Case File
Case No. 1854-CV-0015

No. 54-CV-15

# Union Common Pleas Court.

James H Evans
Plaintiff,

AGAINST

Jonathan Burrows,
Defendant.

JUN TERM. 1854

Settled

Journal 5 Page 330

Record No. No Record Page

Ex. Doc. A Page

James W Evans
vs
Jonathan M Burroughs
and others

Petition

Filed March
28 1854
James Lowell Clk

Copy

S W Robinson
Atty for Pltf

James W Evans plaintiff
against
Jonathan M Burroughs
Thomas V Brimmer
Joshua Van Brimmer
John Van Brimmer
defendants

Union County Ohio
Court of Common Pleas
petition

James W Evans plaintiff says there is due him from Joshua Van Brimmer, Thomas V Brimmer and John Van Brimmer makers and Jonathan M Burroughs endorser and guarantor, on the promissory note of the said Thomas V Brimmer, Joshua Van Brimmer and John Van Brimmer payable to Jonathan M Burroughs or order and endorsed to the plaintiff and the payment thereof guaranteed by the defendant Jonathan M Burroughs, a copy of which note, and endorsement and guaranty is hereunto attached, the sum of five hundred dollars with eight per cent interest from March 22d AD 1853

The plaintiff says that said Thomas V. Brimmer, Joshua Van Brimmer and John Van Brimmer did not pay the note when the same became due, though payment of the same was demanded then of them, of all which Jonathan M Burroughs had due notice

Whereupon the plaintiff asks judgement against the defendants for five hundred dollars with eight per cent interest from March 22d AD 1853

James W Robinson
Plffs Atty

The state of Ohio Union County ss
James W Evans being sworn says he believes the statements of the foregoing petition to be true

J. W. Evans

sworn to by James W Evans and subscribed by him in my presence this 28th day of March 1854

Wm M Robinson Mayor
fee 25 cts

"

$500

One year after date we or either of us promise to pay J M Burroughs or order five hundred dollars for value rec'd bearing interest from date at Eight per cent. March 22d 1853

Thos V Brimmer
Joshua Van Brimmer
John Van Brimmer "

Endorsed

"I garantee the payment of the within note
J M Burroughs
L H Burroughs as agent"

The above are the copies referred to in the within petition

J M Robinson
Pltffs Atty

James W Evans
Plaintiff
vs
Jonathan M Burroughs
Thomas V Brimmer
John Van Brimmer
Joshua Van Brimmer
defendants

Issue an attachment to the sheriff of Mercer & Delaware counties, with summons returnable according to law
Amount claimed $500.00 and interest at Eight per cent from March 22d AD 1853

James W Robinson
Pltffs Atty

Teste Clerk of
Mercer Common Pleas
March 28th 1853

Filed March
29 — 1854
James Lynch

James M Evans plaintiff

vs

Jonathan M Burroughs
Thomas V Brimmer
Joshua Van Brimmer
John Van Brimmer
defendants

Court of Common pleas
of Union County Ohio

We bind ourselves to the defendants Jonathan M Burroughs, Thomas V Brimmer Joshua Van Brimmer, and John Van Brimmer, that the plaintiff James M Evans shall pay said defendants the damages not exceeding Eleven hundred dollars which they may sustain by reason of the attachment in this action, if the order therefor be wrongfully obtained

Marysville March 29th AD 1854

J. W. Evans
G. A. Davis

Approved by me this 29th day of March AD 1854
James Lowman Clerk

No 34

Evans
v
Burroughs et al

Motion
to
substitute pretrial

fees $18.79
cost paid

W. P. Reid

3d Jury
22 July

James W Evans Plaintiff
against
Jonathan Burroughs &
others Defendants

Motion,

The above named Thomas, John & Joshua Van Brimer, by W. P. Reid their Attorney now come and move the Court to dismiss the Attachment so far as it affects the said Van Brimers.
For the following causes,

1st

No affidavit was filed which authorized the issuing of an attachment, against the Defendants Van Brimers.

2d

The Plaintiff has attached an exempt amount of property.

3d

The Court has no jurisdiction as against the Van Brimers - as the cause of action against Burroughs - is entirely separate and distinct and should not be joined with the claim against Van Brimers.
The Van Brimers live in Delaware County

All of which is respectfully submitted

W. P. Reid
Atty

Garnishee on
Burroughs = $1500 -
6742 40
Total = $8242 40

Said Mills including all interest of the said Van Bremer in land attached to said Mills the being on the west bank of the Scioto River in Millville Scioto Township Pike County Ohio being the same property now occupied by Van Bremer & Dunlap & known as the Dunlap & Van Bremer Mill property. appr at $3000.00

Amount in full of appraisement $ 6742.40
Witness our hands

David Snyder
Hor. Smith

State of Ohio Pike County ss
I do hereby certify that the above named David Snyder & Horatio Smith are disinterested freeholder of Pike County and were duly summoned and sworn to make the above valuation this 5 day of April A D 1854

E C Vining Sheriff

Filed April 10 1854
James Clark

An inventory and appraisement of property attached by E C Vining Shff of Delaware County at the Suit of James W Evans against Jonathan Brenough and other in the presence of David Cryder and Horatio G. Smith Made 5th day of April AD 1854 by the Said Shff and David Cryder & Horatio G Smith two freeholders of Said County the Said David Cryder & Horatio G Smith having been first duly sworn by Said Shff to mak Said appraisement to wit one Cow & Calf appraised at $30.00
the undivided half of 20 Stock hogs at $25.00
the undivided half of one Truck wagon 15.00
the undivided half of a Yoke of work oxen 40.00
one Yoke of Work oxen 80.00
one ~~Sorrel~~ Bay mare 50
2 40
a lot or parcel of Land Situated in the County of Delaware Ohio in Range 20 Township 5 & Section 4 No 8 W
Beginning at the East bank of the Scioto River at the north Corner of Land owned by David Davies then East twenty rods then north twenty five rods then west to the Said river then South to place of beginning Supposed to Contain 3½ acres more or Less including distillery water privileges and all fixtures thereto belonging appraised at $3000.00
11 Lot of Land about 1 Acres ~~on which~~ including the house where John Van Brenen now Resides in Millville Scioto Township Delaware County Situated on the west Side of the Road Leading North & South on the west Bank of the Scioto River and 2d Lot South of the Road leading west from Millville
Appraised at $400.00
Also the undivided half or the Entire interest of John Van Brenen in the Grist Mill Saw Mill Water privileges and all fixtures belonging to

and Judgement rendered accordingly

You will make due return of this writ of attachment and this summons on the tenth day of April AD 1854

Witness my hand and the seal of said Court this 29th day of March AD 1854

James Downer Clerk

"Amount Claimed $500.00 & interest at Eight per cent from March 22d AD 1853"

James M Evans

vs

Jonathan M Burroughs and others

Writ of Attachment and Summons

Filed April 10 1854

James Downer Clerk

Received this writ March 29th 1854

Served this April 5th 1854 By delivering to Rowland Lee a certified copy of this writ. Served this writ April 4th 1854 By leaving at the Residence of William Thompson and John Robinson Executors a certified copy of this writ, the within named Jonathan M Burroughs Thomas A Brenner Jochum Van Brenner John Van Brenner and J Thompson Not found

April 10th 1854

Fees
Mileage 1.00
Serv 5.00
Copies 1.00
Return 1.00
$8.00

William C Mullin Sheriff

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

James W Evans plaintiff
against
Jonathan M Burroughs
Thomas V Brimmer
Joshua Van Brimmer } defendants
John Van Brimmer

To the sheriff of Union County

You are commanded to attach and safely keep the lands tenements, goods, chattels, stocks, or interests in stocks rights, credits, money and effects of the defendants Jonathan M Burroughs, Thomas V. Brimmer, Joshua Van Brimmer & John Van Brimmer, not exempt by law from being applied to the payment of the claims of the plaintiff James W Evans, or so much thereof as will satisfy his claim for five hundred and forty dollars & fifty cents and fifty dollars, the probable costs of this action

You will also notify John Robinson, Jr, and Wm Thompson, and Rowland Lee to appear on the first day of our next term of court of common pleas aforesaid and answer such questions as the plaintiff may ask respecting their indebtedness to the defendant Jonathan M Burroughs, and abide the order of said court respecting them as garnishees in this behalf. You are commanded further to notify Jonathan M Burroughs, Thomas V Brimmer, John Van Brimmer, and Joshua Van Brimmer that they have been sued by James W Evans in the court of Common Pleas of Union County in the state of Ohio and that unless they answer by the twenty ninth day of April A.D. 1854, the petition of the said James W Evans against them, filed in the clerks office of said court, such petition will be taken as true

Union Common Pleas

James W Evans
vs
Jonathan Burroughs
and others

Writ of Attachment &
Summons

Amount claimed $300.00
& interest at Eight per cent
from March 22 AD 1853
Filed April 10 1853
James Linn clerk

* the other defendants
not found
Fee $5.00
April 5 1854
E B Vining clk

J W Robinson
Atty for Plff

Served with a Notice hereto as the law requires
Feb April 5 1854

Joshua Linn Sheriff
Thos O'Brimmer
D Sullivan Deputy

Sworn as aforesaid by Giving the defendants Joshua Thompson, & John Norrisson the notice required by the law of Ohio also attaches in the present of Ohio County the goods Chattels lands & tenements in the possession of the said Joshua & Thomas & John Norrisson as from and the same to be appraised by said Freeholder they having first been duly sworn according to law

Sworn & subscribed before me April 5th 1854

James Lawrence Clerk

Eli Vining Sh

Sworn appraisers on the other side of this Court, each petition will be taken as true and the Sheriff returned accordingly

Witness Charles Allen clerk of said Court this 24 day of March AD 1854

Charles Allen clerk

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

James W Evans plaintiff
against
Jonathan M Burroughs }
Thomas V Brimmer }
Joshua Van Brimmer } defendants
John Van Brimmer }

To the Sheriff of Delaware County you are commanded to attach and safely keep the lands tenements, goods, chattles, stocks, or interest in stocks rights credits, moneys and effects of the defendants Jonathan M Burroughs, Thomas V Brimmer, Joshua Van Brimmer & John Van Brimmer, not kept by law from being applied to the payment of the claims of the plaintiff James W Evans; or so much thereof as will satisfy his claim for five hundred and forty dollars & fifty cents and fifty dollars, the probable costs of this action. you will also notify John Robinson, J. and Wm Thompson, and Rowland Lee, to appear on the first day of our next term of Court of Common pleas aforesaid and answer such questions as the plaintiff may ask respecting their indebtedness to the defendant Jonathan M Burroughs and abide the order of said Court respecting them as garnishees in this behalf, You are commanded further to notify Jonathan M Burroughs, Thomas V Brimmer John Van Brimmer, and Joshua Van Brimmer that they have been sued by James W Evans in the Court of Common Pleas of Union County in the State of Ohio, and that unless they answer by the twenty ninth day of April AD 1854, the petition of the said James W Evans

Evans
vs
Burroughs } Cost bill

22
25
35
40
150
20
60

Zinn 362

Vining 500 pd by Robinson & Reynolds

Malin 385 } by James Turner
32

150

$14,29
430

18,79

Amount and nature of debt, so to the best of my knowledge

S. W. Evans

Sworn to and subscribed before me this 28th day of March 1854

Thos. Th. Robinson Justice of the Peace

S W Evans

vs

Jonathan M Burroughs and others

Affidavit for Attachment

Filed March 28 1854

James Lane Clk

Copy

James M Evans plaintiff
against
Jonathan M Burroughs
Thomas V Brimmer
Joshua Van Brimmer
John Van Brimmer } defendants

Union County Ohio
Court of Common Pleas
Affidavit

The plaintiff James M Evans makes oath and says this action is on a promissory note and an endorsement thereon, and says there is due him from Thomas V Brimmer John Van Brimmer, and Joshua Van Brimmer makers, and Jonathan M Burroughs endorser and guarantor of said note the sum of five hundred and forty dollars & fifty cents on said promissory note of the said John Van Brimmer, Joshua Van Brimmer and Thomas V Brimmer made and dated March 22d 1853 and payable one year after said date with eight per cent interest to said Jonathan M Burroughs or order and endorsed to the plaintiff and the payment thereof guaranteed by the defendant Jonathan M Burroughs by his agent Lewis H Burroughs = Said Thomas V Brimmer, Joshua Van Brimmer and John Van Brimmer did not pay said note when the same became due, though payment of the same was demanded of them, of all of which the defendant Jonathan M Burroughs had due notice = Plaintiff further says and makes oath the said claim is just and that he ought as he believes, to recover thereon five hundred dollars with eight per cent interest from March 22d 1853 = He also makes oath that said Jonathan M Burroughs is not a resident of the state of Ohio but is a resident of the state of Illinois = Plaintiff further makes oath that he is informed and believes that John Robinson resident of Union County in the state of Ohio is indebted by promissory note dated March 28th 1853 the sum of fifteen hundred dollars payable to said Jonathan M Burroughs June first 1854 = That Rowland Lee of same county is also indebted to said J M Burroughs. but the and J and Wm Thompson

Evans
vs
Burroughs
"

James W Evans plaintiff

v

Jonathan M Burroughs
John Van Brunner
Thomas V Brunner
Joshua Van Brunner
defendants

} Plea in Common Pleas

The undersigned John Robinson comes and says he is indebted to said Jonathan M Burroughs as follows to wit on two notes the first one of thirteen hundred dollars due first day of June 1854, and the second one of fifteen hundred dollars due June first AD 1855. I owe said Burroughs nothing besides said two notes

Wm Robinson

sworn to and subscribed in my presence by John Robinson this 11th day of April 1854

James Lynn Clerk

Filed April 10 1854
James Lynn Clerk

James M Evans
v
Jonathan Bourroughs
and other

Union County Com'n Pleas

the following property to wit the undivided half of a yoke of work Cattle the undivided half of 20 head of Stock hogs the undivided half of one black waggon one Cow & Calf having been attached in this action in the hands of John Van Brem or on an order dated 29 day of March 1854 we bind ourselves to the Plaintiff James M Evans in the sum of two hundred & fifty dollars that the property or its appraised value in money shall be forthcoming to answer the judgment of this Court in this action.

Dated April 5th 1854.

John Van Brimmer
John H. Mendenhall
Hanaiah J. Smith

James M Evans
v
Jonathan Bourroughs
and other

Union Com Pleas

the following property to wit one yoke of Red work oxen one bay mare 16 ~~twenty (20)~~ barrels of whiskey having been attached in the hands of Thomas M Van Brimmer & Joshua Van Brimmer on an order dated 29th day of March 1854 we bind ourselves to the Plaintiff James M Evans in the sum of Four hundred sixty five dollars that the property or its appraised value in money shall be forthcoming to answer the judgment of the Court in this Case

Dated April 5 1854

Thos Van Brimmer
Joshua Van Brimmer
John Van Brimmer
M. W. Sprague

Filed April 10 1854
James Turner Clerk

May 10

James W Evans plaintiff
against
Jonathan M Burroughs
Joshua Van Brimmer
Thomas V. Brimmer
John Van Brimmer
defendants

In Union Common Pleas
In attachment

James W Evans, plaintiff being duly sworn says that a summons cannot be served upon Jonathan M Burroughs one of the defendants in this case, and that he is not a resident of the state of Ohio and has debts due him in this state owing to him which the plaintiff seeks to appropriate to the payment of his claim in the petition pending in this case set forth by means of his proceedings in attachment

James W. Evans

sworn to and subscribed before me this 8th day of April 1854

James Downes Clerk

Civil/Domestic Case File

Case No. 1854-CV-0016

No. 54-CU-16

# Union Common Pleas Court.

John Cassell
Plaintiff,

AGAINST

Solomon Sagar,
Defendant.

JUN TERM. 1854

JUDGMENT VS DEFENDANT

$172 ⅝

Journal 5 Page 335

Record No. 7 Page 78

Ex. Doc. A Page 487

No 35

John Cassil

vs

Solomon Sager

Petition

Filed Nov 30 1854

James Lunn Clerk

Copy Bill

Middle Rico

Recorded

John Cassil plaintiff
against
Solomon Sager defendant

Court of Common Pleas
Union County State of Ohio
Petition

John Cassil plaintiff says there is due to him from Solomon Sager defendant on the promissory note of said Solomon Sager, a copy of which is herein to attached the sum of Eighty two dollars with interest from July 24th 1844. which now amounts to one hundred & twenty nine dollars and fifty six cents altogether

2d plaintiff also says there is due to him the sum of twenty four dollars & seventy five cents with interest from Dec 3d 1842 from defendant on a judgement on the docket of John S Irwin J.P. now deceased. which was paid by Moses Mitchell as surety and duly assigned to the plaintiff. now amounting to forty one dollars & thirty three cents

Whereupon the plaintiff asks judgement against the defendant for one hundred and seventy dollars & Eighty nine cents with interest on one hundred and six dollars & seventy five cents from this date March 27th 1854

James W Robinson
Pltffs Atty

The state of Ohio Union County ss
John Cassil being sworn says that he believes the statements of the fregoing petition to be true

John Cassil

sworn to by John Cassil & subscribed by him in my presence this 27th day of March 1854

James Lemon clerk
Union County Comon Pleas

"One day after date I promise to pay John Cassil or order the sum of Eighty two dollars for value rec'd
Witness my hand this 23 day of July 1844
$82.00 Solomon Sager "

True copy D. W. Robinson
Pl's Atty

John Cassil plaintiff
against
Solomon Sager defendant

Union Common Pleas

Issue a summons returnable according to law

Amount claimed $170.89 and interest or $106.75 from March 29th 1854

To the clerk of Union Common pleas
March 29th 1854

James W Robinson
Pl's Atty

John Cardis
vs
Solomon Luger

Summons

Amount Claim
$170.89 cents
in Court on $106.75
from March 25th
1854

Filed March 30th
1854
James Shum Clerk

W. B. Robinson
Atty for Pltff

Received this writ March 30th 1854
Served this writ by delivering to the
within named Solomon Luger a certified
copy of this writ March 30th 1854

| | |
|---|---|
| Fees Milage | 50 |
| Serv | 35 |
| Copy | 25 |
| Return | 5 |
| | $1,15 |

William C. Malin Shff

THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify Solomon Sager

that he has been sued by John Cassil

in the Court of Common Pleas of Union County, and that unless he answer by the 29 day of April A. D. 1854 the Petition of the said John Cassil against him filed in the Clerk's 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 10th day of April A. D. 1854

Witness my hand and the seal of said Court, this 30th day of March A. D. 1854

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

John Cassels
note from Sol
Sager

1780

The State of Ohio Union county ss
Before me Thomas B

S. Sager
$82,00

To Cassil

One day after date, I promise to pay John Capsie or Order, the sum of Eighty two dollars, for value received. Witness my hand this 23rd day of July 1844

$82,00

Solomon Sayles

Assigned Dec. 3, 1842.
I. E. Wilson,
Assignee in Bankruptcy.

J. Lazen to Wilson
$24,75

Solomon Sagar, Kalamazoo Co. Mich. To Moses Mitchell, Jr.

1838. Sept. Judgment on docket of John S. Irwin, Justice Sp.

on which I was bail for Sagar, and paid it, $24.75

D. A. 487

John Capsil
vs
Solomon Sagar

| | |
|---|---|
| Debt | $172.00 |
| Costs | 4.86 |
| this writ | 70 |

Filed May 30, 1859
Taber Kendall Clerk

Recorded

Robinson

Received this on the 23 day of May A.D. 1859
No goods or chattles land or tenements
found whereon to levy

Abraham Wiley Sheriff

Fee serves 35
mileage 05
return 10
50

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* 20th *day of* June *A. D.* 1854,

John Cassel *recovered against*

Solomon Sagar

*as well as the sum of* One hundred & Seventy two *dollars and* *cents for* his *debt, as ~~the sum of~~*

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

*~~damages~~; as also the sum of* $ 1.81 *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* Solomon Sagar

*you cause to be made the debt, ~~damages~~, and costs aforesaid, with interest thereon from the* 20th *day of* June *A. D.* 1854 *until paid, also the sum of* $ 0.70 *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

*Witness* **TAPER RANDALL,** *Clerk of said Court,*

*at the Court House aforesaid, this* 23d *day of* May *A. D.* 1859.

Taper Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1854-CV-0017

No. 54-CV-17

# UNION COMMON PLEAS COURT.

G. A. Cassil et al. Ex
Plaintiff

against

William Parry
Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT

Journal 5 Page 336

Record No. — Page —

Ex. Doc. — Page —

Cassel V Pickett
Ex's of R Pickett dec

Wm Perry

Declaration

Filed April 6th 1854
James Turner Clk

To Brief out as ordered by the Court
James W Paulson
Clerk
William Ellis atty

The State of Ohio Miami County ss
Court of Common Pleas of the April Term AD 1834
G. A. Cassil & Mary Pickett Executors of R. Pickett
deceased. Creditors of Wm Perry against whose
property &c an attachment hath been issued. at
the suit of C. Cooper &c. now come and complain
of Wm Perry in a plea of assumpsit for that whereas
the defendant on the 2d day of November 1832 at the
County aforesaid made his premissory note of that
date for thirty dollars & thirty one cents due at date
and delivered the same to Cassil & Pollock ~~order~~
and thereby promised to pay said sum of money to said
Cassil & Pollock or order according to the tenor of
said note. And said note was afterwards
assigned to said R. Pickett deceased. of which
the defendant had notice. And the defendant
in consideration of the premises aforesaid at the
time & County aforesaid promised the plaintiffs
to pay them said sum of money on demand. yet
the defendant hath disregarded his said promise
and hath not paid the same or any part thereof

And the said plaintiffs further complain
as aforesaid of said defendant for that the defen
dant on the 18th day of March 1832 at said County made his
premissory of thirteen dollars & Eighty one cents paya-
ble one day after date to Rodney Pickett or order and
then and thereby promised to pay said R. Pickett said
sum of money one day after said date which period hath
elapsed. And the said defendant hath disregarded
his said promise and hath not paid said sum of money or
any part thereof to the plaintiffs damage fifty
dollars & therefore they sue And the plff here bring
into Court their letters of ~~administration~~ testamentary granted
in due form of law by the Probate Court of said County
which will shew to this Court the plaintiffs right

Civil/Domestic Case File

Case No. 1854-CV-0018

No. 54-CV-18

# UNION COMMON PLEAS COURT.

Malin and Smith
Plaintiff

against

William Parry
Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT

$8 40

| | | | |
|---|---|---|---|
| Journal | 5 5 | Page | 365 366 |
| Record No. | 6 — | Page | 749 — |
| Ex. Doc. | A | Page | 282 |

Malin & Smith
vs
William Perry

Declaration

Filed April 6 1854
James Turner Clerk

The state of Ohio Union County ss

Cent of Common pleas of April Term 1854

Malin and Smith, Creditors of William Perry against whose property an attachment is said at the suit of C Cooper & Co, now come and complain of William Perry in a plea of assumpsit for that whereas heretofore on the 31st day of January 1853 at said County the defendant made his promissory note of seven dollars & seventy Eight cents payable at said date to the plaintiffs or bearer, and delivered the the same to the plaintiffs & thereby then and there promised to pay said note according to the tenor thereof And afterwards on the day & year aforesaid at the County aforesaid in Consideration of the premises promised to pay the plaintiffs said sum of money on request, yet the defendant thereof often requested hath disregarded his said promise & hath not paid said sum of money or any part thereof to the plaintiffs damage ten dollars & therefor they sue &c

James W Robinson
Pltffs Atty

Civil/Domestic Case File

Case No. 1854-CV-0019

No. 54-CV-19

# UNION COMMON PLEAS COURT.

Cyprian Lee Plaintiff

against

William Parry Defendant.

JUN TE... 1854

JUDGMENT VS DEFENDANT

$38 62

| | | | |
|---|---|---|---|
| Journal | 5 5 | Page | 865 336 |
| Record No. | 6 — | Page | 749 — |
| Ex. Doc. | A | Page | 282 |

Cyprian Lee

vs

Wm Perry

Declaration

Filed April 6th 1854

James Turner clerk

The state of Ohio Union County ss
Court of Common Pleas of April Term 1854

Cyprian Lee one of the creditors of Wm Perry against whose property &c an attachment has issued at the suit of C Cooper & Co now comes and complains of William Perry in a plea of Assumpsit for that whereas heretofore to wit, on the 10th day of October 1852 at said County the defendant was indebted to the plaintiff in the sum of forty dollars for the price and value of goods then & there sold to him by the plaintiff at his request. And the defendant afterwards to wit on the same day & year at said County promised the plaintiff to pay him said sum of money on request. Yet the defendant hath disregarded his said premise and though often requested hath not paid said sum of money, or any part thereof, to the plaintiffs damage forty dollars & therefore he sues &c

James N Robinson
Pltffs Atty

Civil/Domestic Case File

Case No. 1854-CV-0020

No. 54-CW-20

# UNION COMMON PLEAS COURT.

John Gibson
Plaintiff

against

William Parry
Defendant.

JUN TERM 1954

JUDGMENT VS DEFENDANT

~~838~~ 62

Journal 5 5 6 Page 365 397 749

Record No. No Record. Page —

Ex. Doc. a Page 282

John Gibson
To
Wm Perry

Declaration

Filed April 6 1854
James Irwin clerk

The State of Ohio Mahoning County ss
Court of Common Pleas of April Term 1854
John Gibson one of the creditors of William Perry against whose property & can attachments hath been issued at the suit of C. Cooper & Co. now comes and complains of said Wm Perry in a plea of assumpsit. for that whereas the defendant Wm Perry on the 20 day of September 1852 at said county, was indebted to the plaintiff in the sum of thirty five dollars for the price and value of a waggon then and there sold & delivered to the defendant by the plaintiff at the defendants request. And the defendant afterwards on the same day promised in consideration of the premises, to pay to the plaintiff said sum of money on demand, yet the defendant, though often requested to pay has neglected so to do and has disregarded his said promise & hath not paid the same or any part thereof to the damage of the plaintiff forty dollars & therefore he sues &c

James W Robinson
Atty for Plff

Civil/Domestic Case File
Case No. 1854-CV-0021

No. 54-CV-21

# UNION COMMON PLEAS COURT.

Roland Lee
Plaintiff

against

William Perry
Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT

$56.00

| | | | |
|---|---|---|---|
| Journal | 5 | Page | 365 |
| | 5 | | 337 |
| Record No. | 6 | Page | 749 |
| Ex. Doc. | A | Page | 282 |

Rowland Lee

vs

William Perry

Declaration

Filed April 6 1854
James Turner clerk

The State of Ohio Union County ss
Court of Common Pleas of April Term 1854
Rowland Lee one of the Creditors of William Perry against whose property an attachment has issued at the suit of C. Cooper & Co now comes and complains of William Perry in a plea of assumpsit for that whereas on the 24th day of January 1853 at said county the defendant made his promissory note jointly & severally with James Carter for the sum of fifty two dollars payable to the plaintiff or bearer on the first day of March 1853 which period hath elapsed, and then & there delivered the same to the plaintiff & thereby then & there premised to pay said note according to the tenor thereof & afterwards the defendant in consideration of the premises then and there premised the plaintiff to pay him said sum of fifty two dollars on request

And whereas also the defendant on the 22d day of March 1853 at said county, was indebted to the plaintiff in the sum of thirteen & one half dollars for the price and value of labor & work performed and materials furnished for the defendant then & there by the plaintiff for the defendant at his request and the defendant afterwards on the day & year aforesaid at said county in consideration of the premises, premised to pay the plaintiff ~~said~~ last mentioned sum of money on request, yet the defendant though often requested to pay, have disregarded their said premises and have not paid said sums of money or either of them or any part thereof to the plaintiff damage sixty dollars & therefore he sues &c

James N Robinson
Plfs Atty

Civil/Domestic Case File

Case No. 1854-CV-0022

No. 54-CN-22

# UNION COMMON PLEAS COURT.

S. A. Cherry Plaintiff

against

James Coulter et al Defendant.

JUN TERM, 1854

JUDGMENT VS DEFENDANT

846 11

Journal 5 Page 387

Record No. — Page —

Ex. Doc. Page

S A Cherry

vs

Perry & Coulter

Declaration

Filed April 6 1854
James Lowe Clerk

The state of Ohio Union County ss

Court of Common Pleas of April Term AD 1853

S. A Cherry one of the Creditors of Wm Perry & James Coulter against whose property &c an attachment issued at the suit of C. Cooper & Co, now comes and complains of said William Perry & James Coulter for a plea of Assumpsit. for that whereas heretofore, to wit on the 31st day of January AD 1853 at the county aforesaid the defendants made their two premissory notes of the date aforesaid for the sum of fourteen dollars and seventy five cents each, payable on the first day of March 1853 and delivered them to the plaintiff and thereby then and there promised to pay said two notes according to the tenor thereof

Also for that the defendant made his other premissory note dated January 24th 1853 payable to said S. A Cherry or bearer for three dollars & fifty cents on or before the 1st day of February AD 1853 and thereby then and there premised to pay to the plaintiff or bearer said sum of three dollars & half dollars according to the tenor and Effect of said note

Also for that whereas on the 24th day of January 1853 at said county the defendants made their other premissory note of this date for ten dollars payable to the plaintiff or bearer on the first day of March 1853 which period hath elapsed. And the defendants afterwards on the first day of March 1853 in consideration of the premises, promised to pay said note on request yet the defendants have disregarded all of their said premises and have not paid either of said sums of money, or any part thereof to the plaintiffs damage sixty dollars & therefore he sues &c

James N Robinson
His Attorney

Civil/Domestic Case File

Case No. 1854-CV-0023

No. 54-CV-23

# UNION COMMON PLEAS COURT.

Lee and Phelps Plaintiff

against

Wm Perry Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT

$26 34

| | | | |
|---|---|---|---|
| Journal | 5 5 6 | Page | 365 338 749 |
| Record No. | — | Page | — |
| Ex. Doc. | A | Page | 282 |

Short & Forman, Printers, Cleveland, O.

Lee & Phelps

v

Wm Perry

Declaration

Filed April 6 1854

James Lyons Clerk

The state of Ohio Union County ss
Court of Common Pleas of the April Term 1854

Lee and Phelps. partners doing business in the name of Lee & Phelps. Creditors of William Perry against whose property &c an attachment hath been issued at the suit of C. Cooper now come and complain of said William Perry, on that whereof heretofore to wit on the 31st day of January 1853 at the county aforesaid the defendant was indebted to the plaintiffs in the sum of twenty five dollars for the price and value of goods then & there sold and delivered to the defendant by the plaintiffs at defendants request and the defendant afterwards to wit on the day & year aforesaid at said county promised to pay to the plaintiffs said sum of money on request. yet he hath disregarded his said promises and though often requested hath not paid said sum of money or any part thereof. to the plaintiffs damage twenty five dollars & therefore they sue &c

J M Robinson
pl's Atty

Civil/Domestic Case File

Case No. 1854-CV-0024

No. 54-CU-24

# UNION COMMON PLEAS COURT.

Lewis & Owen
Plaintiff

against

William Parry
Defendant.

JUN TERM 1854

JUDGMENT VS. DEFENDANT

$82.00

| | | | |
|---|---|---|---|
| Journal | 5 | Page | 365 338 |
| Record No. | 6 | Page | 749 |
| Ex. Doc. | A | Page | 282 |

Curl & Owen
vs
William Perr

Declaration

Filed April 6 1854
James Sumner Clerk

The state of Ohio Union County ss
Court of Common Pleas of April Term 1854

Curl & Owen, creditors of William Perry against whose property an attachment has been issued at the suit of C. Cooper & Co now come and complain of Wm Perry in a plea of assumpsit for that whereas the defendant on the 6th day of December 1851 at said County made his promissory note of that date for the sum of eleven dollars and delivered the same to the plaintiffs and thereby promised the plaintiffs to pay them said sum of Eleven dollars on the 7th day of December 1851 which period hath elapsed. And the said defendant afterwards on the same day at the County in consideration of the premises, promised to pay the said sum of money to the order of the plaintiffs according to the tenor of said note

Also for that whereas on the 6th day of December 1851 at said County the defendant made his other promissory note for twenty four dollars and sixty five cents one day after date and delivered the same to the plaintiffs & thereby then and there promised to pay to the order of the plaintiffs, said sum of twenty four dollars and sixty five dollars on the 7th day of December AD 1851. And afterwards to wit, on the 8th day of December 1851 at said County the defendant in consideration of the premises, promised the plaintiffs to pay them said sum of money on request, yet the defendant, though often requested to pay, hath disregarded his said promises and hath not paid said sums of money, or either of them, or any part thereof, to the plaintiffs damage thirty five dollars and therefore they sue &c

James W Robinson
Plffs Atty

Civil/Domestic Case File

Case No. 1854-CV-0025

No. 54-CW-25

# UNION COMMON PLEAS COURT.

G. A. Cassil
Plaintiff

against

William Parry
Defendant.

JUN TE 1854

JUDGMENT VS DEFENDANT

$62 70

| | | | |
|---|---|---|---|
| Journal | 5 | Page | 365 338 |
| Record No. | 6 | Page | 749 |
| Ex. Doc. | A | Page | 282 |

G A Case
v
Wm Perry

Declaration

Filed April 6th 1854
James Turner clerk

State of Ohio Union County ss

Court of Common Pleas of April Term 1854

G & Cassie one of the creditors of William Perry against whose property an attachment issued at the suit of C Cooper & Co. now comes and complains of William Perry in a plea of assumpsit for that on the 15th of June A D 1852 at said county the defendant made his promissory note for fifty two dollars & thirty three cents and delivered the same to William Woods or bearer and thereby then & there promised to pay said sum of money to said Woods or bearer on the 16th day of June 1852, according to the tenor of said note and whereas afterwards to wit on the 15th day of June 1852 at said county said Woods duly assigned said note to the plaintiff of which the defendant had notice. And the defendant afterwards to wit on the 16th of June 1852 at said county the defendant in consideration of the premises promised the plaintiff to pay him said sum of fifty two dollars on request yet the defendant though often requested to pay has disregarded his said promise and hath not paid said sum of money or any part thereof, to the plaintiffs damage fifty two dollars & therefore he sues &c

James W Robinson
Plffs Atty

Civil/Domestic Case File

Case No. 1854-CV-0026

No. SH-CV-26

# UNION COMMON PLEAS COURT.

Jeremiah Curl
Plaintiff

against

William Garry
Defendant.

OCT TERM 1854

Decree for Defendant

$15 27

Journal 5 Page 365

Record No. 6 Page 749

Ex. Doc. A Page 282

Jeremiah Curl
vs
William Perry

Declaration

Filed April 6 1854
James Linn Clerk

The state of Ohio Union County ss

Court of Common Pleas of the April Term 1854

Jeremiah Curl one of the Creditors of William Perry against whose property and attachment was issued at the suit of C. Cooper &c now comes and complains of William Perry in a plea of Assumpsit for that whereas said William Perry on the 5th day of February 1853 at the County aforesaid the defendant was indebted to the plaintiff in the sum of six dollars for the price and value of medical services performed and medicines furnished then & there to the defendant by the plaintiff at the defendants request and the defendant afterwards to wit then and there in consideration of the premises promised the plaintiff to pay him said sum of money on request, yet the defendant though often requested hath disregarded his said promise & hath not paid said sum of money or any part thereof to the plaintiffs damage Eight dollars & therefore he sues &c

James W Robinson
Pltffs Atty

Civil/Domestic Case File

Case No. 1854-CV-0027

No. 54-CN-27

# UNION COMMON PLEAS COURT.

C. Houston
Plaintiff

against

William Barry
Defendant.

JUN TERM. 1854

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

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

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

C Houston

v

Wm Perry

Declaration

Filed April 6 1854

James Turner Clerk

The State of Ohio Union County ss

Court of Common Pleas of April Term 1854

Christopher Horsten one of the creditors of Mr Perry against whom an attachment hath issued at the suit of C. Cooper the now comes and complains of said William Perry in a plea of assumpsit for that whereas the defendant on the 31st day of January AD 1853 at said county was indebted to the plaintiff in the sum of fifteen dollars for the price and value of goods and chattels then and there sold and delivered to the defendant by plaintiffs at the defendants request And the defendant afterwards on the same day & year and at said county in consideration of the premises promised that he would pay to the plaintiff said sum of money on request, yet though often requested to pay, the defendant has disregarded his said promise & has not paid said sum of money or any part thereof to the plaintiff damage fifteen dollars & therefore he sues &c

James W Robinson
Pltffs Atty

Civil/Domestic Case File

Case No. 1854-CV-0028

No. 54-CU-28

# Union Common Pleas Court.

Wm Waeke et al
Plaintiff,

AGAINST

Thomas Reed
Defendant.

JUN TERM. 1854

JUDGMENT VS DEFENDANT

41 C

Journal 5 Page 342

Record No. 7 Page 72

Ex. Doc. A Page 481

July 19th 1854 Thomas Reed the defendant appeared and gave notice of an appeal and entered into recognizance according

State of Ohio Union County ss

I do hereby certify the within to be a true transcript of the proceedings had in the cause in the within entitled court before me this 19th day of July A.D.

Andrew Hays J.P.

Transcript

Susan V Wolfe Etal
vs
Thomas Reed

Filed April 7 1854
James Lind Clerk

No 1

Susan V Walke
Henry A Walke
William Walke Jr
Jane M Walke
Isaac E Walke
Cornelius Walke
Anthony Walke
The last six Infants
by their next best
friend William Walke
vs
Thomas Reed

Action Brought to recover damages for cutting and carrying off Timber Damages $75.00 as per Bill of Particulars filed

Feby. 6th 1854 a Summons was issued and delivered to J H Lambard Constable for the appearance of the defendant on the 9th day of Feby 1854 at 10 o'clock P M

at the request of the plantiff a supoena was issued for Henry Walke John Moren & John Conner witnesses in said case

Feby. 9th Constable returned the Summons and supoenas duly served by reading on the 6th inst fees on summons ,20 supoena ,55 $ ,75

Feby 9th 10 o'clock P M The Parties appeared and William Walke Henry Walke John Moren & John Conner were sworn and examined as witnesses on the part of the plantiff and Mr Davis Vason of the plantiff were sworn and examined as witnesses on the part of the defendant and trial was had and after hearing the evidence it is considered by me that the Plantiff Wm Walke the next friend to the Infants recover of the defendant Thomas Reed the sum of twelve dollars and the plantiffs costs herein taxed at three dollars twenty three cents

Plantiffs Costs

| | |
|---|---|
| summons | 12½ |
| supoena for 3 wit | 20 |
| Const fees 20 & 55 | ,75 |
| 3 Conner Wit | 50 |
| 3 Moren Wit | 50 |
| 4 Walke | 50 |
| Wm Walke Jr | 25 |
| swearing 4 Wit | 16 |
| docket fee | 25 |
| | $3,23½ |

Defendants Costs

| | |
|---|---|
| 2 Wits & Collat | ,50 |
| swearing 2 Wit | 8 |
| appeal bond | 25 |
| transcript | 31¼ |
| | 1,14¼ |

appeal Bond

Filed April 7 1854
James Lynn Clerk

No 2

In the action of Susan V Wolke Henry A Wolke
Jane M Wolke Isaac E Wolke Cornelius Wolke
Anthony Wolke William Wolke Jr the last six Infants
by their next friend William Wolke against
Thomas Reed & Wilson Reed acknowledge my-
self bail for the appellant in the sum of
~~[illegible]~~ one hundred Dollars to be
levied of my goods and chattles lands and tene-
ments in case the appellant shall be condemned
in the action and shall fail to pay the condem-
nation money and costs that have accrued or
may accrue in the Court of Common pleas

Wilson Reed

Taken signed and acknowledged on this 20th day
of February A D 1854 Andrew Keys, J. P

No 36

Thomas Reed
vs.
Wm. Walker and
others

Answer

Filed May 13 1854
James Lin Clerk

No 4

H. Doughty atty
for Defendant

Thomas Reed,
ads.
Susan Walk
Henry A Walk
Wm. Walk
Jane M Walk,
Isaac E Walk
Cornelius Walk
Arthur Walk
by their next friend
Wm Walk

Union County Ohio
Court of Common Pleas.
Answer,

The Defendant Thomas Reed, Comes, and Says, that he had good right, to cut, use and dispose of the wood, mentioned in Plaintiffs Petition.

2d. The Defendant, Says he had possession of the lands, upon which said wood, was cut, by, the agreement, and Consent of the Plaintiff, and that he the Defendant is not guilty of unlawfully entering upon said lands. and cutting & hauling away said wood mentioned

3d. The Defendant says that, that the wood, cut, and disposed of was wood taken off the lands, cleared, by Defendant, for the Plantiff, And that Defendant had, good right to use, and dispose of the Same, as tenant, occupying the lands, by an agreement, with the Plantiff, as his the Defendants Landlord,

W. Darby, atty for Defendant

Thomas Reed, being sworn according to Law, says he believes, the matters and facts setforth in the answer are true as he verily believes Thomas Reed.

Sworn to before me and subscribed in my presence, by Thomas Reed this 13 day of May AD 1854,
fees. 75 cts
R D Reed J. P

Wm Polke Etal
vs

Thomas Rice

Cert Bill
Mandate Recd

142
37
16
54
2,49

174
56
64
16
25
32
138

Zum

8,00
320
300
300
250
250
950
15
52
15
150
34,02

16
11
16
16
1,76

20
43
20
52
40
10
500
6,85

40
42
28
110

Nolke

20
20
40
52
43
110
300
585

S. Walker et al
vs
Thomas Reed

Rule for Vest

Filed June 21 1854
Dennis Lum Clerk

Arrived & Rec'd to Attach Keys
June 30 1854

Fees Mileage 20
Serv 12
Return 5
3.70

Williams & Mann Atty

**THE STATE OF OHIO, UNION COUNTY, SS.**

To the Sheriff of said County, Greeting:

We command you to summon Andrew Keyes

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 Susan Walke et al is Plaintiff, and Thomas Reed 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.

William Baltre
& others
vs
Thomas Reed
Sub for cert

Serve this writ by reading to Samuel T. Reed June 1st 1854
Serve this writ by reading to the Ballance
of the within named Persons June 8th 1854

| | |
|---|---|
| Fees Milage | 50 |
| Serv | 87½ |
| Return | 5½ |
| | 142½ |

W C Mann Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Benjamin Davis Luther Reed Irwin Reed Solomon Hanes, Samuel R Reed & Joe C Johnson William Webb

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein William Walke & others are Plaintiff, and Thomas Reed is Defendant, and this the shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 1st day of June A. D. 1854

James Turner Clerk.

Bill of Particulars

Filed April 7 1854
James Lucas Clerk

Susan A Walk
Henry A Walk
Wm Walk Jr
Jane M Walk
Isaac E Walk
Cornelius Walk
Arthur Walk
The last six infants
by their next friend
Wm Walk

vs

Thos Reed — Suit for $35,00 damages for cutting and removing the defendant in Union County this fifty cords of wood, trees and timber, moreover without authority, which timber & c belonged to the plaintiffs and was of the value of fifty dollars The timber aforesaid was cut and removed at various times during the months of May, June & the other months between then and the commencement of this suit

Thomas Reed
ads
Wm Walk et al

Subpoena
Witnesses

Filed June 1st 1854
James Lane Clerk

J. C. Doughty Atty
for Defendants

Thomas Reed } In Union Common pleas.
ads.
Wm. Wolk et al }

Issue a Subpoena for Benjamin Davis Luther Reed, Irvin Reed, Solomon Hanes, Samuel R Reed, and Isa. C. Johnson, witnesses for Defendant

J. C. Doughty atty for Defendant

To James Turner Clerk }
Union C. Pleas }
May 18, 1854.

Cornelius Walker et als

against

Thomas Reed

petition

Filed April 26 1854
James Turner Clerk

No 3

A

Susan V Walk
Henry A Walk
Wm Walk Jr
Jane M Walk
Isaac E Walk
Cornelius Walk
Arthur Walk
the last 4 of minors
by their next friend Wm Walk
plaintiffs

against

Thomas Reid defendant

Monroe County Ohio
Court of Common Pleas
Petition

The plaintiffs say that on the third day of May 1853, and on divers other days between that time and the commencement of this suit the defendant without leave and unlawfully cut a large amount of timber amounting to fifty cords of wood upon the Walk farm situate in Muir Township in said County, of which the plaintiffs are the owners and then and at said farm removed and carried away said timber of the value of seventy five dollars; by which the plaintiffs are damaged seventy five dollars, for which they ask judgement.

J W Robinson
Plffs Atty

~~sworn to before me by William Walk & subscribed by him in my presence this 25th day of April 1854~~

William Walk being sworn according to law says he believes the matters & things in the above petition set forth are true ~~as he verily believes~~

William Walk

sworn to before me & subscribed in my presence by William Walk this 25th day of April 1854

John F Sabin J.P.

D A 481

William Walker
et al
vs

Thomas Reed

Damages $3.00
Costs 23.17
This writ 65

Filed October 18th 1854
James Dunnick

Received this writ September 1st 1854
Received this writ September 30th 1854 $73.00
Money made in full October 18th 1854
Costs and days fees all paid

William G Mullen Sheriff

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

# THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF Same COUNTY, GREETING:

WHEREAS, at the Court of Common Pleas of the county aforesaid, began and held at the Court House in the town of Marysville, on the 21st day of June A. D. 1854 William Walke et al by William Walker recovered against Thomas Reed

as well as the sum of Three dollars ~~and~~ ~~cents for~~ ~~debt, as the sum of~~ ~~dollars and~~ ~~cents~~, for his damages; as also the sum of $ 23,17 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 Thomas Reed

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 21 day of June 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 Court House aforesaid, on the first day of our next Term, to render unto the said~~ make due return of this writ in sixty days

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this 9th day of Sept A. D., 1854

James Turner Clerk.

Filed Sept 9 1854
James Lynch

William Walk et als
by William Walk Jr
vs
Thomas Reid

Judgement at the June
Term 1854

None an Execution in this
Case

To the clerk of the Com
of Common Pleas
August 5th 1854

Curry & Robinson pl's Att'ys

Civil/Domestic Case File

Case No. 1854-CV-0029

No. 54-CV-29

# Union Common Pleas Court.

Paulwolender Wallace
Plaintiff,

AGAINST

Martha P Williams Lewis
Defendant.

OCT TERM. 1854

DECREE FOR PLAINTF

Journal 5 Page 371

Record No. 7 Page 103

Ex. Doc. A Page 547

Law 21

Cadwallader Wallace

v

The Unknown
Heirs of Martha
P Williams

Burd
Cattell
Wheeler
Orphans

34,96

1896
1904

37

Union Common Pleas.

No 37

Cadwallader Wallace

vs Petition

The unknown heirs of Martha P. Williams

Filed April 10 1854

James Lyons clerk

No 1

Curry & Robinson

Atty's for Plaintiff

Court of Common Pleas, Union County

Cadwallader Wallace — plaintiff

against — } Petition

The unknown heirs of Martha P. Williams deceased — } defendants

The petition of the plaintiff respectfully shows to the Court.

That there issued from the land office of the State of Virginia to one Cuthbert Bannon for his services as a Captain in the War of the Revolution in the Virginia lines on Continental establishment two military land warrants known as Nos 6660 and 6661 for 2000 acres each, which warrants were entitled to entry in what is known as the Virginia Military District in this State of Ohio. That said Bannon died many years since and his right and title to said warrants vested in his six children who were his heirs, among whom were his daughter Frances T. Short a widow and Martha P. Williams the wife of William Williams, who about the year 1834 resided in the County of Prince George in the said State of Virginia. That in said year 1834 the heirs of said Bannon claimed the title and right to the quantity of 2000 acres, part of said warrants which were then entered and surveyed in said District in the following entries, to wit: 800 acres in No 12577, 200 acres in No 12560, 100 acres in No 12564, 750 acres in No 13088, and 150 acres in No 12562. That on the 7th day of October A.D. 1834 the said William Williams and Martha P. Williams his wife by their deed duly executed sold and conveyed their interest, right and estate in said lands, being the one equal un-

divided sixth part thereof to William P. Hemmenett and John P. Hemmenett in fee simple, who afterwards on the 17th day of April 1835 by their deed duly executed, sold and conveyed their interest, right and estate in said lands to Isaiah Morris in fee simple, who on the 12th day of June A.D. 1838 by his deed duly executed sold and conveyed to the plaintiff in fee simple his interest and estate in said lands. The deeds also referred to are hereunto filed as parts of this petition.

That subsequent to the said 7th day of October A.D. 1834, the also five entries and surveys were vacated and withdrawn, and the parts of said warrants belonging to said Frances T. Short and Martha P. Williams were separated from the other entries and surveys, and an entry and survey in their names number No 13592 of 666⅔ acres was made, which entry was made for 333⅓ acres of each warrant also named. The certificate of the Surveyor of the said District is referred to and exhibited as a part of this petition, to show the withdrawal and vacancy of said lands.

That afterwards on the 20th day of April A.D. 1838 and while the right, title and estate in equity of the said William Williams and Martha P. Williams his wife were vested in the said Isaiah Morris, in and to the an equal undivided half of said Survey No 13592 of 666⅔ acres, by mistake and without the knowledge of the said Isaiah Morris, a patent on said day was issued on said Survey by the United States to the said Frances T. Short and Martha Williams

whereby they become vested in fee simple of the legal title to said Survey in equal portions. The patent for said Survey is referred to as a part of this petition

That the said Survey No 13592 is situate in said County of Union in the State of Ohio, and the plaintiff by virtue of the Conveyance to him of the interest and estate of said Isaiah Morris became vested in fee simple in equity and entitled to the right, title and estate of the said Martha P. Williams and her husband in and to said Survey No 13592 of 666⅔ acres of land, and the plaintiff ever since the date of the Conveyance from the said Isaiah Morris to the plaintiff, has by virtue thereof claimed the title and right to said ~~land, and the~~ part of said land patented to the said Martha P. Williams, and has paid the taxes thereon, and the said William Williams and Martha P. Williams during their lives and their heirs at their death have never claimed any right title, interest or estate in and to said land.

That the plaintiff is informed and believes that since the 7th of October 1834 the said William Williams and Martha P. Williams have departed this life, and the said Martha P. Williams has left heirs whose names and places of residence are wholly unknown to the plaintiff, and said heirs are now vested with the legal title to the said an equal undivided ~~[illegible]~~ or half of said Survey No 13592, which they hold in trust for the plaintiff.

The plaintiff prays that a judgment

be rendered on the trial and hearing of this petition in favor of the plaintiff against the defendants the unknown heirs of the said Martha P. Williams deceased for a conveyance and release of their right, title, interest and claim in and to the said Survey No 13592. of 666⅔ acres being the one equal undivided half of said tract of land, within such time as may be appointed by such judgment, and in the event that the said defendants do not comply therewith by such time appointed that said judgment shall have the operation and effect, and be as available to the plaintiff as if the conveyance and release had been made conformably to said judgment

By Curry & Robinson
His Attorneys.

The State of Ohio, Ross County

Cadwallader Wallace the plaintiff in the above petition being sworn, says, 1st, that he believes the statements in foregoing petition to be true, and that the names of the heirs of Martha P. Williams deceased who are made defendants to this petition, ~~are unknown~~ and their place or places of residence are unknown to him.

Cadwallader Wallace

Sworn to by the said Cadwallader Wallace before me and signed by him in my presence.

Witness my hand and seal of Office as Probate Judge of Ross County at Chillicothe this 18th day of March A.D. 1854.

Sam F. McCoy Probate Judge

Wallace
vs
Williams

Proof of
Publication

No 2

A. P. Stone
vs
Giles J. Fletch

NOTICE

IS hereby given to the unknown heirs of Martha P. Williams, deceased, that Cadwallader Wallace on the 19th day of April 1854, filed his petition in the court of common pleas of Union county in the state of Ohio where the same is now pending against the said unknown heirs; the object and prayer of said petition is to obtain the decree of said court ordering said unknown heirs to release to said Wallace their interest to wit the undivded half of survey No 13592 of 666⅔ acres, more or less, situate in said county Unless said petition is answered by said heirs on or before the 30th day of September next judgment will be taken against them by defendant at the October term of said court.

CURRY & ROBINSON, att'ys
for CADWALLADER WALLACE.

July 26—pf$3,50.

John Sloats being duly affirmed says that he is the publisher and proprietor of the Marysville Tribune, and that the annexed Notice was published six consecutive weeks next after the 26th day of July AD 1854 in said newspaper which was during that time printed and in general circulation in the County of Union and State of Ohio. John Sloats

Affirmed to and subscribed to before me this 17th day of October AD 1854.

James Lane clk