Civil/Domestic Case File

Case No. 1855-CV-0001

No. 55-CV-1

Union Common Pleas Court.

Francis Baldwin
Plaintiff,

AGAINST

Geo Parish
Defendant.

April 1855

Settled

Journal 5 Page 383

Record No. No Record Page

Ex. Doc. Page

47 Law
Francis Baldwin
vs
George Parish

Recd

Francis Baldwin
vs
George Parish
Petition

Filed Jany 2 1856
James Lowrie clk

Settled & costs paid

Curry & Robinson

47

Francis Baldwin
vs
George Parish
Petition
Done a summons & Rs
& returned executed to end
Curry & Robinson
Atty for Pltff

Settled & Costs paid

Francis Baldwin
Plaintiff

against

George Parish
Defendant

Union County Ohio
Court of Common Pleas
petition

The plaintiff says he is entitled to the possession of the following tract of land in said County of Union described as follows, to wit part of survey No 11099 & 13766 described as follows to wit Beginning at a stake in the North west corner of survey No 10194 in the name of John Welch, thence northerly with the line of survey No 2922 seven rods, to a stake, thence N. 78. E. 200 poles to a stake in the line of survey No 7863. thence S. 12 E. with said survey line 4 poles to a stake in the North East corner of said Welsh survey No 10194 thence with said survey line to the place of beginning containing about eight acres

That the defendant wrongfully withholds the possession of said premises from the plaintiff and for five years has unlawfully kept the plaintiff out of possession

Whereupon the plaintiff asks judgement for the recovery of the land and ten dollars damages for being kept out of possession of the said real Estate, and for other proper relief

Curry & Robinson
Pltffs Attys

The State of Ohio Union County ss
~~Before me~~ I, Francis Baldwin being sworn according to law do say that I believe the statements in the above petition to be true Francis Baldwin

Sworn to before me by Francis Baldwin & by him subscribed in my presence this 2d day of January 1855
Fee $1 00 cts paid by Robinson John Barbour J.P.

Frances Baldwin
vs
George Parish

Summons

Suit Brought
to Recover Eight
acres of land
in surveys No 11099
& 13766

Filed Jany 15th 1855
James Turner Clerk

Received this writ January 3 day 1853
Served this writ January 13 day 1853 by
delivering a certified copy of this writ to
the within named George Parish

Fees Serv. 33
Mileage 1.20
Copy 20
$1.53

Jany 15th 1853 William A. Hall Sheriff

Atty for Plff
Henry S. Robinson

THE STATE OF OHIO, UNION COUNTY:

TO THE SHERIFF OF UNION COUNTY,

You are commanded to notify George Parish

that he has been sued by Francis Baldwin

in the Court of Common Pleas of Union County, and that unless he answer by the 3d day of February A. D. 1855 the Petition of the said Francis Baldwin 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 15th day of January A. D. 1855

Witness my hand and the seal of said Court, this 2d day of January A. D. 1855

James Turner ~~JAMES TURNER.~~

Clerk of Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0002

No. 55-CV-2

UNION COMMON PLEAS COURT.

Ezra Reed Admr
Plaintiff

against

Geo. Winchester et al
Defendant.

APR TERM. 1860

JUDGMENT VS DEFENDANT

1035 w

Journal 7 Page 5

Record No. 9 Page 487

Ex. Doc. D Page 103

Law No. 89

Ezra Reed et als,
vs
Geo. Winchester et als,

J. 5 & J. 6 &
Journal 7. p. 5
D. D. p. 382
Not on record
Recorded in
Book 9 p 487

Union County Texas

48

Ezra Read Adm Pltff et al

vs

George W Winchester et al

Deft

P. Mtn.

Filed January 9 1854
James Lowe Clerk

Received

B.F.G

643.42
32
128684
193026
20589.44
64342
84931

643.42
321.71
6
19.30.26
5
96.50.30
4.82
101.32

10299
64342
74641

The State of Ohio

Court of Common pleas of Union County.

Ezra Read administrator of the Estate of Edmund W Read dec^d. Daniel Read. Ezra Read Jr. Abner Read Alexander McPherson and Eliza Jane his wife. Alvin E Read and Mary Eliza Read. which last two are infants and sue by their grandfather and next friend Ezra Read. Plaintiffs.

Against

George W. Winchester. James M. Campbell, Ophelia Hardy. Ursilda Smith. Napoleon B. Bradlove. J Winchester Bradlove. M. B. Winchester. James Winchester Helen M Winchester, Lucillius Winchester. Valeria P Winchester, A R Wynne and Almira his wife. Edmund Rucker and Louisa his wife, Horatio W Hills and Susan his wife. Henry Blood and ~~Louisa~~ his wife, John Shelby Abraham Beck and Elizabeth his wife. Poleman A Winchester Marion Shelby. Lydia Mc Daniel. Ann Mc Daniel Martha Mc Daniel. Samuel Sandervale and Polly his wife _____ Waller and Emily his wife. Joseph Davis and Sarah his wife. William Winchester. Amanda Hall. Edmonia Barbour. Francis Snowden and Lavinia his wife, William Locke. Louisa Locke. Francis Veech. Rebecca Veech. Richard Veech. George Roberts. William Roberts. John Roberts Sydney Little. Rachael Stewart. Amanda Mc Cartney. Lydia Yost. Mary Kennedy. Stephen Roberts _____ Sines and Sarah his wife. John Scott. Rachael Roberts _____ Wilson and Mary his wife _____ Dillett and Christiana his wife _____ Baker and Catherine his wife. The Unknown heirs of Catherine Hodgkiss. The Unknown heirs of William Winchester. The Unknown heirs of Benjamin Winchester. The Unknown heirs of Susannah Coulitts. The Unknown heirs of Lydia Winchester. The Unknown heirs of Betsey Winchester. The Unknown heirs and devisees of David Winchester. The Unknown heirs and devisees of William Winchester. The Unknown heirs of

George Winchester who was a Lieutenant in the Virginia line or Continental establishment in the war of the revolution. David H. Silver and William O'Malon late Sheriff of said County. Defendants.

Petition

The plaintiffs say that prior to the year 1826 entry No 10971 in the Virginia Military district in this County ~~was~~ for 2666⅔ acres was entered and surveyed for the representatives of George Winchester upon a warrant issued to the representatives for the services of said George Winchester as a Lieutenant in the Virginia line or Continental establishment in the war of the revolution ~~and~~

That as they are informed and believe one John Evans made the location and entry for the representatives, and was entitled thereon for his services to one third part of the land, which was afterwards apported to him and left belonging to said representatives 1778 acres of said Survey.

That in the year 1826 said entry and survey was and from thence hitherto hath continued to be liable to taxation in this County. That in the year 1826. the same was duly listed for taxation in this County 889 acres thereof to said John Evans and 1778 acres thereof to the representatives of said Winchester, and taxes were regularly and duly assessed ~~and~~ charged upon said 1778 acres of land for the year 1826 upon the duplicate of taxes of this County for that year, that the taxes so charged upon said 1778 acres remaining unpaid and the treasurer of this County being unable to collect the same, said land

was duly returned delinquent for the non-payment of said taxes. That in the year 1827 said 1778 acres was again placed upon the duplicate of said County in the name of Geo W Winchester Repr. and charged thereon with the tax interest and penalty for the year 1826 and the simple taxes of 1827. That afterwards on the last Monday in Decr 1827 said taxes interest and penalty remaining unpaid. and the preliminary steps required by law for that purpose having been first regularly and legally taken. the treasurer of this County proceeded ~~to~~ according to law to and did offer said 1778 acres of land for sale in order to satisfy said tax interest and penalty due thereon. but no person then offering to pay said taxes interest and penalty for the whole or any part of said land. the same was then regularly returned not sold for want of bidders. and then and thereby became and was forfeited to the State of Ohio.

That afterwards on the second Monday in Decr 1831. said land not having been redeemed from the State. and the taxes. interest and penalty charged on said 1778 acres then amounting to the sum of $149.82 and the same remaining unpaid and said forfeiture still existing. and the preliminary steps required by law for that purpose having been first taken. the Auditor of this County in pursuance of and in accordance with the law providing for the sale of lands forfeited to the State for the non-payment of taxes proceeded to and did offer for sale said 1778 acres of land ~~to~~ and Daniel and Edward W H Read having bid therefor the sum of 170$ and being the highest bidders the same was then sold to them by said Auditor. and the amount of their said bid then paid by them to said Auditor; by reason whereof said Daniel and Edward W H Read then became and were the assignees of all the rights of the

State of Ohio and then had a lien ~~also~~ on said land for the amount of taxes ~~interest~~ and penalty then charged on said land viz: for the sum of $149.82. and also a lien on said land for all legal taxes afterwards paid thereon by them their heirs or assigns

That sometime after said sale, the said Daniel Read sold and transferred his moiety of said purchase to one Steiger. and that interest by divers transfers became, as plaintiffs understand, at the time of the sale of the said lands upon partition as hereafter set forth, and was vested in said Steiger and E.C. Wright Wm Bridges. John Sinegar and others. to whom the sum of $837.00 was directed to be paid ~~upon the~~ out of the proceeds of the sale of said land upon said partition proceedings, and which sum so directed to be paid to said Steiger. Bridges. Wright. Sinegar and others, was the the taxes interest. penalty &c. on the undivided half of said 1778 acres and which undivided half was that one purchased by said Daniel Read at said forfeited sale.

That in the year 1835 said Edward W H Read not having parted with his moiety of said purchase. at Marion County in this State departed this life intestate and without issue. leaving Amasa Read. Nathaniel C. Read. Daniel Read. Ezra Read Jr. Abner Read. ~~and~~ his brothers and Eliza Jane - married to Alexander McPherson, his sister his sole heirs at-law.

That about the year 1840 the said Abner Read departed this life intestate leaving issue viz: the plaintiffs Alvin C. Read and Mary E Read his sole heirs at law. and who are infants and sue by their grandfather and next friend Ezra Read.

That about one year since the said Nathaniel C. Read departed this life intestate

leaving his sister the plaintiff, Eliza J McPherson. his brothers the plaintiffs. Daniel. Ezra Jr and Abner. and his nephew and niece the said Alvin C and Mary E. his sole heirs at law. —

That shortly after the death of said Edward W H Read. his father Ezra Read was by the Court of Common Pleas of Marion County Ohio duly appointed administrator of his estate. and still is such administrator.

That said Edward W H Read in addition to the sum paid by him upon said purchase at said forfeited sale. during his life time paid the one half part of the taxes assessed upon said 1778 acres of land. and that the plaintiffs or some one or more of them. for the benefit of his heirs at law. ever since his death and up to and including the year 1850 have paid the taxes on one half of said 1778 acres of land. And that the taxes interest and penalty charged upon said land at the time of said forfeited sale. and the taxes since charged thereon and paid by said E. W H Read in his life time and by plaintiffs since. together with interest thereon is a lien on said land. in favor either of the heirs at law of said Edward W H. or his administrator, and which said heirs or said administrator have a right to have enforced against said land. They further say that the taxes so paid with the interest thereon to this time amounts to $643.42.

That on the 18 March 1853 one George W Winchester of Tennessee filed in this Court a petition for a partition of said lands in which petition the metes and bounds of said 1778 acres is given and contain instead of 1778 acres the quantity of 1890 acres. and therein claiming that said land belonged to the heirs at law of said George Winchester for whom the same had been entered and surveyed. and claiming that he as one of these heirs was seized in fee of an undivided seventy seventh part. and that the remainder belonged to the following persons as the remaining heirs at law of said George Winchester in the following proportions viz:

Aphelia Hardy	1/380th	Sarah wife of Joseph Davis	1/56
Wilda Smith	1/380	William Winchester	1/49
Napoleon B Bradlove	1/380	Amanda Hall	1/49
J. Winchester Bradlove	1/380	Edmund Barbour	1/49
M. B Winchester	1/77	Lavinia wife of Francis Snowden	1/49
James W Winchester	1/77	William Locke	1/154
Helen M Winchester	1/77	Sonia Locke	1/154
Lucillius Winchester	1/77	Francis Veach	1/231
Valeria P Winchester	1/77	Rebecca Veach	1/231
Almira wife of A R Wynne	1/77th	Richard Veach	1/231
Louisa wife of Emmet Rucker	1/77.	George Roberts	1/77
Susan M. wife of Horatio W Hill	1/77	William Roberts	1/77
Laura wife of Henry Blood	1/154	John Roberts	1/77
John Shelby	1/154	~~Lydia~~ Sydney Little	1/77
Elizabeth wife of Abraham Beck.	1/56	Rachael Stewart	1/77
Polemon N Winchester	1/56	Amelia M'Carty	1/77
Marion Shelby	1/56	Lydia Most	1/77
Lydia M'Daniel	1/56	Mary Kennedy	1/77
Ann M'Daniel	1/112	Stephen Roberts	1/77
Martha M'Daniel	1/112	Sarah wife of Lines	1/462
Polly wife of Saml Sandusak	1/56	John Scott	1/462
Emily wife of Walker	1/56	Rachael wife of Nutkinson	1/462

Mary wife of Wilson $\frac{1}{462}$
Christiana wife of Dillett $\frac{1}{462}$
Catherine wife of Baker $\frac{1}{462}$
The Unknown heirs of Catherine Hodgkiss $\frac{1}{7}$
The Unknown heirs of William Winchester $\frac{1}{7}$
The Unknown heirs of Benjamin Winchester $\frac{1}{49}$
The Unknown heirs of Susannah Coulitte $\frac{1}{77}$

The plaintiff in that petition further stated that he was tenant in common with the persons last above named and with other persons whose names and places of residence were unknown to him. And he made the persons named "and all of the unknown heirs of Lieutenant George Winchester dec^d" defendants and prayed partition.

Upon this petition such proceedings were had by and before this Court as resulted in an order of the Court to sell the premises, which was accordingly done. ~~and~~ the premises being sold to David ~~John~~ H. Silver, which sale was by this Court at its April term 1854 confirmed and the Sheriff ordered to make to said Silver the purchaser a deed for the premises. And this Court at the same time of the confirmation found "the following tax liens upon said lands viz: $1112.00 due to R. DeSaussure upon 189 acres thereof on a sale made in 1832. Also the sum of $675.00 to E. C. Wright, William Bridges, John Vinegar and others on a sale of 400 acres thereof made in 1832, also the sum of $122.84 to James W. Robinson on a sale of 889 acres thereof made in 1852 all of which tax liens making an aggregate of $954.84 should be paid out of the purchase money arising from the aforesaid sale and now in the hands of the Sheriff". And the Court further found "that under a tax sale made in 1832 a tax lien accrued to E W Read upon the aforesaid 889 acres which was sold as aforesaid to James W. Robinson in 1852

said Reads tax lien, aside from said Robinsons lien would now (if said tax sale had not been made to said Robinson) amount to about $750.00". ~~It is therefore ordered~~ and the Court thereupon "ordered that said tax lien first aforesaid amounting to the aggregate sum of $954.84 be paid by said Sheriff out of said purchase money in his hands." and the costs of the suit. And the Court then "further ordered that out of the second payment which shall accrue under the sale of said lands made by said Sheriff in that case he retain in his hands until the expiration of two years from the time when said tax sale was made to said J. W. Robinson the sum of $750.00 to provide for the contingency of the successful assertion of said Reads tax claim" And the Court then "further ordered that after making all of said payments as above ordered and setting apart said last mentioned sum of 750$ said Sheriff pay the residue of said purchase money in the following proportions viz to" &c And the Court then "further ordered that if within two years from the time of said sale to said James W Robinson said Read his heirs and assigns shall legally establish a right to have and receive said reserved sum of 750$ then the same shall be paid by said Sheriff to him or them. In case said Read his heirs or assigns shall fail within said two years to establish his or their claim to said reserved sum of 750$ then the same shall be paid by the Sheriff to the above named distributees in the proportion above stated. provided that if within said two years said owners of said Reads claim shall institute legal proceedings to establish the same then said Sheriff shall retain said reserved sum of 750$ till such proceedings shall be terminated. and shall then pay the same in manner as above directed to said claimants if their claim shall be established or to said distributees if said claim shall

not be established"

The plaintiffs say that the sale to said James W. Robinson in said order of the Court mentioned as having been made in 1852 was in fact made on the second Monday in January 1853. and was a sale of the land for the taxes interest and penalty of 1851 and 1852.

And they further say that the sales for taxes mentioned in said order of the Court as having been made in 1832. was in fact the sale of the 1778 acres made to said E W H Reid at the sale of forfeited lands made by the County Auditor of this County on the second Monday in Decr 1831. there was no sale of the lands or any part of it in 1832. And the amounts in said order directed to be paid to said Steiger, Wright, Bridges, Vinegar and others amounting in the aggregate to $837.00 was for the moiety or interest of said Daniel ~~sold by said E W H~~ Reid ~~to Daniel Reid~~ and by him conveyed to Steiger under whom "Wright, Bridges, Vinegar and others" claim.

The plaintiffs further say that after the order of confirmation of the sale made in said partition suit and after the order relative to the tax liens and of the distribution viz about the 16 May 1854. John Mason ~~Mc~~ Campbell filed his petition in this Court setting forth. that Col. George Winchester died seized of the land aforesaid, "that four ninths thereof descended to his four brothers and sisters to wit Lydia, Betsy David & William Winchester and the remaining five ninths descended to the following persons to wit. The unknown heirs of Catherine Hodgkiss.

George W. Winchester	Paleman Winchester
Lucillus Winchester	Marion Shelby
Valeria Winchester	Lydia McDaniel

Samuel Sandridge and Polly his wife
Emily wife of Waller. Amanda Hall
Ann Mc Daniel Edmonia Barbour
Martha Mc Daniel Francis Veach
William Winchester Rebecca Veach
Sidney Little Richard Veach
The Unknown heirs of Benjamin Winchester dec^d
Francis Snowden and Lavinia his wife
William Locke and Lavinia his wife
The Unknown heirs of Susannah Coolittle dec^d
Amelia Mc Cartney Lydia Yost
Mary Renady Stephen Roberts
_____ Sines and Sarah his wife
Rachael Roberts. John Scott
Catherine Baker. _____ Wilson and Mary his wife
_____ Dillett and Christiana his wife

That Lydia and Betsy Winchester in their life times conveyed their interest to plaintiff and died without issue.

That William and David Winchester died intestate and devised their interest to their nephew William Winchester, who conveyed his interest to plaintiff - whereby he became the owner in fee of four ninths.

He then proceeds to state that George W Winchester had filed in this Court his petition ~~for partition~~ against the said heirs of Col George Winchester demanding partition of said premises. that such proceedings had been thereupon had that the premises had been sold for 10.111.50 to David H. Silver that 2.069.02 was ordered by the Court to be paid by the Sheriffe to remove liens existing upon the land and to pay costs. leaving to be distributed 8.042.48. and which was distributed among

the heirs above named of Saml George Winchester excluding Sydia, Betsey and David Winchester entirely and ordering the share of William Winchester dec^d to be paid to his unknown heirs. Stated that he was not a party to the partition suit. that the proceeds of the sale remained in the hands of the Sheriff William C Mahlon except about 900 of which had been paid over to Saml George Winchester, who was willing to refund in order to have said proceeds properly distributed. He prayed that all of the persons named in his petition as heirs of Col George Winchester, said David H Silver and William C Mahlon Sheriff might be made defendants. and that four ninths of the $8.042.48 might be paid to him. and the remaining five ninths paid over to said heirs of Col George Winchester in the relative proportion mentioned in said proceedings in partition.

Upon this petition such proceedings were had by and before said Court. as at its term 1854 resulted in the following order. the Court having found that in the order of distribution of the proceeds of said sale. the interest of David, Sydia and Betsey Winchester in said premises was omitted. and the interest of William Winchester ordered to be paid to his unknown heirs. and finding that these interests belonged to the plaintiff and amounted to four ninths of the premises it was ordered that the order of distribution be so modified and changed as "that after the payment of all costs and tax liens as in said order of distribution directed and the costs of this proceeding that the Sheriff be authorized and required to pay over to the petitioner James Mason ~~Mat~~ Campbell as the assignee of David William, Betsey and Sydia Winchester, four ninths of

of the proceeds of said sale. 2 George W. Winchester assignee of Ophelia Hardy. Wilda ~~to~~ Smith. Napoleon B Bradlove. J Winchester Bradlove. M B Winchester A R Wynn and Almira his wife. James Winchester. Helen M Winchester. Horatio A Hills and Susan W Hills. Henry Blood and Laura Blood John Shelley Abraham Beck and Eliza Beck Joseph and Sarah Davis George Roberts William Roberts John Roberts Rachael Stewart Edward and Sonina Rucker $\frac{228}{1848}$ parts.

2 Amanda & Lucilem Winchester $\frac{1}{99}$.

Saml. and Valeria P Winchester $\frac{1}{99}$

Poleman Winchester	$\frac{1}{72}$	Amanda Hall	$\frac{1}{63}$
Marion Shelley	$\frac{1}{72}$	Edmonia Barbour	$\frac{1}{63}$
Ann McDaniel	$\frac{1}{144}$	Wm & Louisa Locke	$\frac{1}{63}$
Martha McDaniel	$\frac{1}{144}$	Sydney Smith	$\frac{1}{99}$
Sydia McDaniel	$\frac{1}{72}$	Amelia McCarty	$\frac{1}{99}$
Saml & Polly Sandridge	$\frac{1}{72}$	Sydia Yost	$\frac{1}{99}$
Waller & Emily Waller	$\frac{1}{72}$	Mary Ramsey	$\frac{1}{99}$
Wm Winchester	$\frac{1}{63}$	Stephen Roberts	$\frac{1}{99}$
Francis & Lavinia Swindon	$\frac{1}{63}$		

Unknown heirs of Benjamin Winchester dec^d $\frac{1}{63}$

James. Rebecca and Richard Veach. each $\frac{1}{189}$

Unknown heirs of Susannah Coolitte dec^d $\frac{1}{99}$

Sries and Sarah his wife $\frac{1}{594}$

Dillett and Christiana his wife $\frac{1}{594}$

Rachael Roberts. John Scott each $\frac{1}{594}$

Catherine Baker $\frac{1}{594}$

Unknown heirs of Catherine Hodgkins dec^d $\frac{1}{9}$

The plaintiffs refer to the records and files of this Court so far as the same relate to the two actions or suits herein before mentioned and ask that they may be taken and considered as exhibits in this ~~this~~ action

The plaintiffs say that they do not know who are the heirs at law of said Lieutenant George Winchester for whose representatives the land was entered, nor where they reside. nor have they any information on the subject further than that which they derive from an inspection of the proceedings in the two suits or actions above mentioned. And the pleadings in those cases have been so drawn that they throw but little light on the subject. And whether the parties therein mentioned are the heirs or all of them. or whether the parties therein mentioned or assignees are such they do not know. And inasmuch as the said George W Winchester in his petition says that he is tenant in common with persons other than those named whose names and places of residence he does not know. and inasmuch as the proceedings rather indicate that the two plaintiffs as well as their Counsel are pretty well informed as to who are the heirs at law of said George Winchester and how they became such. or what their proportionate interest is. the plaintiffs have made all persons mentioned in said proceedings as being in any wise interested parties defendants hereto. as well as the unknown heirs of George Winchester decd.

The plaintiffs say that the sale of said 177 8 acres to said E. W. H Reed is invalid to pass the title to said land because of a want of a sufficient description of the land forfeited and sold. the only description being 177 8 acres out of a survey containing 2666 7/8 acres without saying ~~from~~ in what particular part of the survey it was situate. yet they say that nut=withstanding said sale was invalid for the purpose of passing the title to said land. the State had lien thereon for the taxes assessed and charged thereon at the time of the sale. and that the sale passed and transferred that lien to the purchaser his heirs and assigns. and also gave to the purchaser ~~etc~~ his heirs and assigns a lien on said land for all legal taxes subsequently paid thereon by the purchaser his heirs or assigns. which lien they have the right to have enforced by law.

But inasmuch as said land has been sold upon a proceeding in partition between parties claiming to be the owners in fee thereof and a portion of the proceeds of such sale has been set apart and retained in the hands of the officer of this Court for the purpose of satisfying and discharging the lien of the plaintiffs thereon they ask that the same may be paid over either to the plaintiffs who are the heirs at law of said Edward W H Reed or to the plaintiff who is their administrator of his estate. in discharge and satisfaction of said lien. or if this cannot be done that then the plain=tiffs lien upon the land may be enforced by order of this Court.

Buckner H Green
Attys for plffs.

The State of Ohio Franklin County ss.

Elijah Backus being sworn says that he is one of the attorneys of the plaintiffs in the foregoing petition. that he believes the statements therein made to be true. that the plaintiffs are not nor are either of them residents of nor as he believes now within either the County of Union or Franklin. Ohio. And for this reason and because there is not time to send this petition to either of the plaintiffs to be sworn to. before the time elapses within which the Court in the partition proceedings mentioned in the petition limited the plaintiffs to bring their action so as to entitle them to be paid out of the 750 $ reserved as stated in the foregoing petition. this verification is made by the attorney. He further says that this action is one of those mentioned in section 90 of "an act to establish a code of civil procedure" passed Mch 11. 1853 That the plaintiffs and each of them are ignorant as to who are the heirs or representatives of Lieutenant George Winchester, and of their residence and have no knowledge or information on the subject further or otherwise than by what is stated in the petition for partition mentioned in this petition. in which petition for partition it is stated that all of the heirs and representatives of said Lieut. Winchester and their assigns are non residents of the State of Ohio except Sarah Lines and her husband and Richard Scott or Robert. who it is in said petition resides in the State of Ohio. but in what County unknown. That service of ~~process~~ a summons cannot be made within this State on any of the defendants except defendants Silas and Melissa because ~~the plaintiffs~~ if any of the defendants

are residents of this State they do not know it. nor in what County or part of the State they or any of them reside. The ~~plaintiffs~~ names or places of residence of the heirs or devisees of

Catherine Hodgkiss. William Winchester Benjamin Winchester. Susannah Coolittle Lydia Winchester. David Winchester are unknown to the plaintiffs nor are the names or places of residence of the heirs or representatives of Lieutenant George Winchester known to plaintiffs further or otherwise than is as born and in their petition stated.

C. Beckes

Sworn to and signed by said Beckes before me and in my presence this 8th day of January 1855.

Witness my hand and notarial seal this 8th Jany 1854

Henry Noble Notary Public
and State for said Co.

Ezra Reed et als

vs

George W Winchester
and others

Answer

Filed March 7th 1857
Saber Ramsdale Clerk

Recorded

Ezra Reed Adm^r &c et als
vs
George W Winchester et als

Court of Common Pleas
Union County Ohio
Answer of Defendts

The defendants answering said petition say that they do not know who are the heirs and legal representatives of E W & Reed dec^d and as to that cannot answer

The defendants admit the truth of the statements of the petition respecting the sale of the land in said petition mentioned in 1835 and that the one half of the original sum paid by D. & E W & Reed, together with the taxes afterwards paid thereon with the lawful interest thereon amounted to the sum of $643.42 at the time of the commencement of this action

The defendants admit that there was and is now in the hands of Wm C Malin the sum of $750, which he has deposited with David H Silver, to be paid either to Ezra Reed, his heirs, his legal representatives or to the heirs of George Winchester dec^d, upon the final issue of this action

The defendants are willing and desire that if the plaintiffs have a lien on said land by virtue of the tax sale aforesaid in December 1831 as set forth in said petition, that the same may be satisfied out of the $750, now in reserve in the hands of Wm C Malin and David H Silver

But the defendants deny that the plaintiffs have any such lien on said land as they have set up in their said petition;

The defendants claim and set forth that whatever rights they had by virtue of their purchase in Dec 1831 were lost by the sale in Jany 1853 to J W R Chrisman except their right to redeem the

land by the payment of the purchase money, tax interest & 50 per cent penalty, and thereby restore their lien for taxes &c paid under the purchase of 1831, and the plaintiffs and all of them failed to redeem or offer to redeem from the holder of the purchase in June 1853 —

The defendants having answered so far as they have deemed it necessary ask that the plaintiffs be required to prove their right to represent the said E W H Reed and in case the plaintiffs establish any lien on said land that the same be satisfied out of the said sum of $150 and the defendants go hence without day &c

J W Robinson
Atty for defts

The state of Ohio Mon County ss
I James W Robinson being sworn do say I am the Atty of George W Winchester, Wm C Allen & D H Silver & other heirs of George Winchester dec — That Wm C Allen & D H Silver have not answered except for form, the real parties in interest being the heirs of Geo Winchester dec — That George W Winchester represents the larger portion of the heirs of George Winchester dec and is not a resident of the state of Ohio, but is of the state of Tennessee, That I believe no one of the heirs apparent resides in Mon County & for these reasons I make this affidavit or verification myself & I believe the statements of the foregoing answer are true

J W Robinson

Sworn to and subscribed before me & in my presence this 17th day of March 1856 Isaac Randall Clerk

Ezra Reed et al
vs
Winchester et al

Proof of publication

Filed Nov. 5th 1856
Laber Randall Clerk

4

LAW NOTICE.

State of Ohio Union county common pleas.

Ezra Reed adm'r &c., and others, plaintiffs,

against

George Winchester and others, defendants.

THE said defendants George W Winchester, James M. Campbell, Aphelia Hardy Urilda Smith, Napoleon B Breedlove, J. Winchester Breedlove, M. B. Winchester, James Winchester, Helen M. Winchester, Lucillius Winchester, Vallna P. Winchester, L. K. Wynne and Almira his wife, Edmund Rucker and Louisa his wife, Horatio W. Hills and Susan his wife, Henry Blood and Louisa his wife, John Shelby Abraham Beck and Elizabeth his wife, Poleman N. Winchester, Marion Shelby, Lydia McDaniel, Ann McDaniel, Martha McDaniel; Samuel Sandervale and Polly his wife, —— Walter and Emily his wife, Joseph Davis and Sarah his wife, William Winchester, Amanda Hall, Edmund Barbour, Francis Snowden and Lavina his wife, William Locke, Louisa Locke, Francis Veech, Rebecca Veech, Richard Veech, George Roberts, William Roberts, John Roberts, Sydney Lyttle, Rachael Stewart, Amanda McCurney Lydia Yost, Mary Kennedy, Stephen Roberts, —— Lines and Sarah his wife, John Scott, Rachael Roberts, —— Wilson and Mary his wife, —— Dillett and Christiana his wife, —— Baker and Catharine his wife, the unknown heirs of Catharine Hodgkiss, the unknown heirs of William Winchester, the unknown heirs of Benjamin Winchester, the unknown heirs of Susannah Coolittle, the unknown heirs of Lydia Winchester, the unknown heirs of Betsy Winchester, the unknown heirs and devisees of David Winchester, the unknown heirs and devisees of William Winchester, the unknown heirs of George Winchester who was a Lieutenant in the Virginia line of Continental establishment in the war of the Revolution, are hereby notified that on the ninth day of January 1855, a petition was filed by plaintiffs against them in the court of common pleas of Union county Ohio, setting forth that entry No. 10971 in the Virginia Military District in said county of Union for 2666⅔ acres was entered and surveyed for the representatives of George Winchester sometime prior to the year 1826; that in the year 1826, 1778 acres thereof were listed for taxation to the representatives of said Winchester; that on the 2d Monday of December 1831 said land having been forfeited to the State for the non-payment of taxes was sold to Daniel and Edward W. H. Reed for the sum of $170; that said Daniel Reed afterwards parted with his moiety of said lands but the said Edward W. H. Reed retained his moiety of the same until he died in the year 1835 leaving the said Ezra Reed as his administrator and the other plaintiffs his heirs at law; that said Edward W. H. Reed during his lifetime and after the purchase of said forfeited lands, paid the half part of the taxes assessed upon the same until the time of his death, and the said plaintiffs or some one of them continued to pay said taxes from the time of his death up to and including the year 1850; that said purchase money and taxes with interest thereon amount to $645 42-100 and remain a lien on said land in favor of of said plaintiffs; that in March 1853 one George W. Winchester filed in this court a petition for the partition or sale of said lands, upon which such proceedings were had that in April 1854 said lands were sold to David H. Silver one of the defendants on the confirmation of which sale by the court it was ordered that a part of the second payment be retained by the sheriff until the expiration of two years to pay said plaintiffs their tax claim if they should commence proceedure within said two years to obtain the same, and the court should order their said claim to be paid under such proceedure; their petition herein was filed within the two years and is now pending, wherein plaintiffs pray that the said amount so due them for taxes and interest may be paid out of the moneys retained by said sheriff for said purpose, or that their lien for the same may be enforced against the said real estate. Said defendants are hereby required to answer by the 11th day of October or judgment will be taken against them by default.

OLDS & GEIGER, att'ys for plaintiffs.

August 6, 1856—n47w6p$14:25

Ezra Reed & others
v
George Winchester & others &c.

I C. S. Hamilton do solemnly swear that I am editor of the Marysville Tribune a weekly newspaper, published in and in general circulation in Union County, Ohio, and that the annexed notice in the case of Ezra Reed, administrator, and others, against George Winchester and others, was published in said newspaper, for six consecutive weeks next preceding the 4th day following the 6th of August 1856.

C. S. Hamilton

Sworn to and signed before me this 5th day of Nov. 1856.

Saber Randall Clerk

Ezra Reed Admrs
Etal
vs
D H Silvers
Etal

Union County, ss.

TO THE SHERIFF OF UNION COUNTY, GREETING—

You are commanded to notify

[illegible] and by

[illegible] in the Court of Common Pleas of Union

County, and that unless he answer by the day of

A. D. 18 the petition of the said

against him filed in the Clerk's office of said

court such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the day of

A. D. 18

Witness my hand, and the seal of said court

this day of A. D. 18

Clerk of the Court of Common Pleas of Union County.

We hereby acknowledge service of this summons

Curry & Robinson

Attys pr David H Silvers

Filed Jany 20 1855

Jerris Lyons Clerk

Recorded

Backus & Geiger
Attys for Plff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Franklin COUNTY, GREETING:

You are commanded to notify David A Silver and others that he has been sued by Ezra Reed Administrator & al, in the Court of Common Pleas of Union County, and that unless the answer by the Tenth day of February A. D. 1855. the petition of the said Ezra Reed Admrs & al against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 22 nd day of January A. D. 1855.

Witness my hand, and the seal of said court this 12 th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Rhed trab

vs

Winchester trab

pral

Recorded

B.H.G

Union Com Pleas

Ezra Read admr of the estate of Ed M. Read. David Read. Ezra Read Jr. Abner Read. Alvin C Read Mary E Read. Alexander McPherson and ~~Mary~~ Eliza his wife — Plaintiffs

vs

George Winchester — and others defendants

Issue a summons to Sheriff of Union County for William C Malon late Sheriff. and to Sheriff of Franklin County for David H Silver — both returnable on the 22d inst.

Burkes & Gifford
Attys for Plff

January 8. 1855.

To
Clerk Union Com Pleas.

R

Ezra Reed Admr
et al
vs
Wm C Malin
et al

Filed Jany 20 1855
James Lum clerk
3
Recorded

Backus & Lisier
Attys per RL

Acknowledgment of the within Mt
January 13th 1855
William C Malin

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify William C Malin that he and others have been sued by Ezra Reed Administrator Etal in the Court of Common Pleas of Union County, and that unless the answer by the Tenth day of February A. D. 1855 the petition of the said Ezra Reed Admrs Etals against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 22th day of January A. D. 1855.

Witness my hand, and the seal of said court this 12th day of January A. D. 1855.

James Lowner

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0003

No. 55-CU-3

Union Common Pleas Court.

John Cassell Plaintiff,

AGAINST

Jeremiah Neesley Defendant.

OCT TERM. 1855

JUDGMENT VS DEFENDANT

357 74

Journal 5 Page 453

Record No. 7 Page 260

Ex. Doc. 13 Page 15

49 Law

John Capel

vs

Josiah L. Heasly

Rachel Heasley

Recording

892

330

1222

#340.13

full cost bill to be made out soon as for Record

Entry pages

1 " 392

" 411

" 453

420
190
610

340.13

Recorded Book 7

April 11th 1883

June 20 "

Oct. 17th "

on p 260

that such other relief may be granted as is lawful & right

Curry & Robinson
Pltfs Attys

The state of Ohio Union County ss
John Cassil being first duly sworn, says that the matters and things set forth in the above petition are true as he verily believes. That the defendants are not residents of the state of Ohio, and service by summons cannot be had upon them in this state & this case is one of those mentioned in section 70. of the code of civil procedure as he verily believes

John Cassil

Sworn to before me & subscribed in my presence by John Cassil this 10th day of Jany 1855

John Barbour J.P.

John Cassil
vs
Jeremiah Heavy
Replevin Replevy

Petition

Filed January 10 1855
Franco Brown Clerk

Received

$13.40.13

Curry & Robinson

John Cassil, plaintiff
against
Jeremiah L. Heasley
Rachel Heasley
defendants

Court of Common Pleas
Union County Ohio
Petition

John Cassil plaintiff says that on the 29th day of July AD 1854, the defendants Jeremiah L. Heasley executed & delivered to G. A. Cassil their four promissory notes for the purchase money of the real Estate in the mortgage described of the same date given by defendants to secure the payment of said notes (full copies of said notes & mortgage are hereunto attached) That the defendant Jeremiah Heasley instead of signing his name in full to said notes and mortgage signed his name J. L. Heasley He the said defendant Jeremiah L. Heasley being the same person who signed, executed and delivered said notes & mortgage to said G. A. Cassil

That the note of one hundred and fifty dollars described in said mortgage is past due and remains unpaid; That the defendants have never paid any part of either of said notes

That sometime in the month of October AD 1854 the defendants absconded from the county of Union & their residence is to the plaintiff unknown

That on the 16th day of December AD 1854, said G. A. Cassil assigned to the plaintiff said notes and mortgage

That the plaintiff has a lien by virtue of said mortgage upon Lot No 13 of the subdivision of survey No. 3353 in said county of Union for the payment of said notes & therefore asks that his said lien be enforced that he may have judgement for one hundred and fifty dollars with interest from July 29th 1854, with any further sums that may become due upon said mortgage before the final decree of said court, and

$150.00 = For value rec'd on the first day of January next I promise to pay G. A. Cassil or order one hundred and fifty dollars with interest

July 29th 1854 J L Heasley

$183.33⅓ = For value rec'd on the first day of April 1855 I promise to pay to G A Cassil or order one hundred and eighty three & one third dollars in good mares at cash prices

July 29th 1854 J. L Heasley

$333.33⅓ For value rec'd on the first day of January 1856 I promise to pay to G A Cassil or order three hundred and thirty three & one third dollars with interest annually

July 29th 1854 J L Heasley

$333.33⅓ For value rec'd on the first day of January 1857 I promise to pay to G A Cassil or order three hundred and thirty three & one third dollars with interest annually

July 29th 1854 J L Heasley

True copies

Curry & Robinson
Pltffs Attys

Know all men by these presents that we Jeremiah Heasley & Rachel Heasley his wife of Mion County Ohio in consideration of one thousand dollars to us paid by J. A. Cassil do hereby sell and convey unto said Cassil his heirs and assigns forever, the following real Estate situate in said County being part of survey No 3353 described as follows to wit beginning at two Elms in the N. E. corner of said survey, thence with the survey line S. 9° W. 146 poles to a white oak and dogwood, thence S. 81½ W. 55⅗ poles to a white oak & Buck, corner of lot No 11 owned by P. B. Cole thence N. 9° W 146 poles to a beach & two ashes in the north line of said survey, thence E. with the survey line 55⅗ poles to the beginning being all of lot No 13 of the subdivision of said survey containing fifty acres & one half more or less, To have and to hold said premises unto said Cassil and his heirs and assigns upon the condition that whereas said Heasley hath executed to said Cassil his four promissory notes of even date herewith for one thousand dollars payable with interest from date as follows one hundred and fifty dollars with interest January first 1855, one hundred and Eighty three & one third dollars in good mares at cash prices April first 1855, three hundred & thirty three and one third dollars with interest January first 1856 and three hundred and thirty three and one third dollars with interest January first 1857, interest annually Now if said Heasley shall cause said sums of money to be paid with the interest as they become due, then this conveyance to be void, but otherwise to remain in full force and virtue in law. In testimony whereof the said Jeremiah Heasley and Rachel Heasley have hereunto set their hand and seal this 29th day of July 1854

J. L. Heasley (Seal)
Rachel Heasley (Seal)

Executed in our presence
John Barbour
A Scott

The state of Ohio Muskingum County ss

Before me the subscriber a justice of the peace of said county personally came the above named Jeremiah Heesley and Rachel Heesley and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed And the said Rachel being at the same time by me examined separate and apart from her said husband and the contents of said instrument to her made known she then declared that she did voluntarily sign seal and acknowledge the same and is still satisfied therewith this 29th day of July 1854

John Barbers JP

Filed for record July 29th AD 1854 at 7½ o'clock and recorded August 2d AD 1854 — Wm M Robinson Recorder R. Co

48 page No 2. of R. Co. Records

A true copy

Curry & Robinson

Pl's Attys

This therefore is to command you to expose to sale according to law said premises to satisfy the said plaintiff in said sum of $340.13 debt + $8.30 costs + the interest on said debt from April 11th 1855. and the accruing cost + the ballance of the purchase money if any you have at the next term of said court. and make legal service and due return of this writ in sixty days.

Witness my hand and the seal of said court at Marysville this 17th day of April 1855

Saber Randall Clerk

Received this writ April 17th A.D. 1855 and served the same April 18th A.D. 1855 and had the within described real estate appraised by the oaths of James W. Evans C.A. Phelps & L.M. Welsh.
Advertised the same for sale in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards to wit on the 19th day of May 1855 - it being the time said property was advertised to be sold, the same was offered for sale according to law and sold to John Cassil for ten dollars & sixty seven cents per acre

Fees Service	1.35
Mileage	.05
Calling Inquest	1.00
Appraisers fee	1.50
Printers fee	3.00
Advertisement	.25
~~Postage~~	~~10.77~~
Return	.10
	$ 17.02
	10.77
	6.25

1067
50 ½
53350
.5335
53883

34013
6
204078
11337
215415
3401.5
34228

Received

William H. Robb Sheriff

John Cassil
vs
Jeremiah O'Keeley &
Rachel Keeley
Order of Sale

Filed May 23 1855
John Thomas Clerk

The state of Ohio
Miami County ss

To the Sheriff of said County Greeting:
Whereas at the April Term of the court of Common pleas continued and held for said County on the 11th day of April AD 1855 in a certain cause there in pending wherein John Cassel was plaintiff and Jeremiah L Heasley and Rachel Heasley were defendants the said court ordered, decreed and adjudged that the said plaintiff recover of said defendants the sum of three hundred and forty dollars & thirteen cent & the cost of suit taxed to Eight and 30/100 dollars, which sum was then due and a mortgage lien upon the following Real Estate situate in said County being part of survey No. 3353 described as follows to wit. Beginning at two Elms in the N. East corner of said survey thence with the survey line S. 9° 11' E. 146 poles to a white oak, and dog wood thence S. 81½ W. 55 3/5 poles to a white oak & beech corner of lot No. 11 owned by P B Cole, thence N. 9° 10' W 146 poles to a beech & two ashes in the N. line of said survey thence E with the survey line 55 3/5 poles to the begining being all of lot No 13 of the subdivision of said survey containing 50 acres & one half, more or less, And said Court then ordered said mortgage lien to be enforced & decreed and adjudged that an order be issued to sell said real Estate to satisfy said plaintiffs in the said sum of $340.13 with interest thereon and the costs of suit taxed to $8.30 & the remainder of the proceeds of said sale be brought into court for further order

John Cassil
v
Beasley

proof of publication

Filed April 5, 1855
Saber Randall Clerk

Recorded

NOTICE.

JEREMIAH L. Heasley and his wife Rachel are notified that on the 10th day of January 1855, John Cassil filed his petition against them in the court of common pleas of Union county, Ohio, where the same is now pending, in which it is set forth that on the 29th day of July 1854 the defendants executed to G. A. Cassil a mortgage deed of Lot No. 13 of the subdivision of survey No. 3353 in said county containing fifty acres of land, to secure the payment of one thousand dollars, payable as per Jeremiah L. Heasley's promissory notes of the same date as follows: $150 January 1st 1855, $183⅓ April 1st 1855, $333⅓ January 1st 1856, and $333⅓ January 1st 1857, all on interest annually, which notes and mortgage G. A. Cassil assigned to the plaintiff.

The object of said petition is to foreclose said mortgage and obtain judgment on said notes, so far as they are due, and unless the defendents answer the same on or before March 17th next judgement will be taken by default.

CURRY & ROBINSON, Pltf's. Attys.

January 18, '55. [n19 6w pf$3,50]

The state of Ohio Union County ss

I Samuel McBratney being first duly sworn do depose and say that the annexed notice was published for six consecutive weeks immediately succeeding the 18th day of January 1855 in The Marysville Tribune a weekly newspaper of general circulation in said County & published therein

Samuel McBratney

Sworn to and subscribed before me April 5th 1855

Zaber Randall Clerk

Verdict of
Jury

Filed June 12th 1836
Yaber Randall Clerk

We your jurors find for the Plaintiff and assess his damage at one Dollar

G P Mosse
Foreman

J. M. Danforth
Jamy Yearsler
L. P. Lorkum
Robert Lunce
Wm Turner
John B. Langstaff
David Wood
John Weaver
P. S. Sprague
A. D. Doolittle
Thomas Tillings

John Cassil
vs
Jeremiah L Heasley
Rachel Heasley

Judgement for $340

Issue an order of sale to the sheriff commanding that he sell according to law the premises described in the petition in this case & satisfy the plaintiff with interest from April 10th 1855 in the sum of $340,13 & costs & the ballance of the purchase money have in court at its next term

To the clerk
of Mercer Com pleas
April 16th 1855

James W Robinson
Pltffs Atty

1702
1077
1025
630
8
14.55

Cassie
v
Heasley

Amended petition

Filed April 9th 1855
Lafur Randall Clerk

Recorded

John Cassil
v
Jeremiah L Heasley
&
Rachel Heasley

Mon Comm Pleas
Amended Petition

The said plaintiff says that the second note described in said petition set forth became due on the first day of April 1853, payable in good mares. that the defendants although demanded to deliver the mares have failed so to do & are bound to pay their value in money for which amount to wit one hundred & eighty three & one third dollars, the plfff asks judgment in a debt to what was due on the filing of the original petition

J W Robinson
Plffs Atty

Filed June 19th 1835
Saber Randall Clerk

Recorded

SHERIFF'S SALE.

John Cassil vs. Jeremiah L. Heasley and Rachel Heasley.

By virtue of an order of sale to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house in Marysville, between the legal hours of ten o'clock A. M. and four o'clock P. M., on the nineteenth day of May A. D. 1855, the following described real estate, situate in Paris township, Union county, Ohio, being part of survey No. 3353 described as follows, to wit: beginning at two elms in the north east corner of said survey, thence with the survey line south 9 11 east 146 poles to a white oak and dog wood, thence south 81½ west 55 3-5 poles to a white oak and beech corner of lot No 11 owned by P B Cole, thence north 9 10 west 146 poles to a beech and two ashes in the north line of said survey, thence east with the survey line 55 3-5 poles to the beginning being all of lot No 13 of the subdivision of said survey, containing 50-½ acres more or less, said premises appraised at sixteen dollars per acre.

WM. H. ROBB, Sheriff.

april 18, '55. n31w4pf$3,00.

The State of Ohio
Union County ss
I Samuel M Bratney
publisher of the
"The Marysville Tribune"
do make oath that
the annexed no-
tice was regularly
published in said weekly
newspaper (which is of gen-
eral circulation in said county)
for more than thirty days
prior to the nineteenth day
of May 1855

Samuel M Bratney

sworn to and subscribed before
me this 19 day of June A D 1855

Gaber Randall
Clerk

Capsil
vs
Healey & wife

SHERIFF'S SALE.

John Cassil vs. Jeremiah L. Heasley and Rachel Heasley.

By virtue of an order of sale to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house in Marysville, between the legal hours of ten o'clock A. M. and four o'clock P. M., on the nineteenth day of May A. D. 1855, the following described real estate, situate in Paris township, Union county, Ohio, being part of survey No. 3353 described as follows, to wit: beginning at two elms in the north east corner of said survey, thence with the survey line south 9 11 east 146 poles to a white oak and dog wood, thence south 81½ west 55 3-5 poles to a white oak and beech corner of lot No 11 owned by P B Cole, thence north 9 10 west 146 poles to a beech and two ashes in the north line of said survey, thence east with the survey line 55 3-5 poles to the beginning being all of lot No 13 of the subdivision of said survey, containing 50-½ acres more or less, said premises appraised at sixteen dollars per acre.

WM. H. ROBB, Sheriff.

april 18, '55. n31w4pf$3,00.

I, Samuel McBratney, do make solemn oath that I am the publisher of the Marysville Tribune a weekly Newspaper of General circulation in Union County, Ohio, And that the annexed Notice was published in said paper for four weeks previous to the 19th day of May A. D. 1855.

Samuel McBratney

Sworn & Subscribed before me this Oct. 16th 1855

Yaba Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0004

No. 55-cv-4

Union Common Pleas Court.

Charles Wilcutt
Plaintiff,

AGAINST

Rrrse Willer et al
Detendant.

JUN TERM. 1856

JUDGMENT VS DETENDANT

$100

Journal	6	Page	95
Record No.	7	Page	411
Ex. Doc.	B	Page	314

Charles H. Malcom
vs
Miller & Gray

11

June 12th 1836
I-6 pages 94 & 95
L. B. 314

for Record

Recorded in
book 7 p 410

D. B. 314

Chas. L. Willcutt
vs.
Reuben Miller &
John Gray

Damages $5,00
Costs vs. Pltff 85,11
This writ 70

Recorded

Lawrence for
Defts.
Filed Nov. 18th 1856
Zaba Randall Clerk

Returns this writ August 28th A.D. 1856
B. J. Willcutt have the defendants
of this claim the attachment requested me
to assert a lien with defendants with further
actions arise against them

Fees: Mileage $1.00
Summons 35
Return 10
$1.45

Willis The Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** of the county aforesaid, begun and held at the court house in the town of Marysville, on the 12th day of June A. D. 1856,

Reese Miller & John Gray recovered against

Charles L. Willcott

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

~~cents for~~ ~~debt,~~ as the sum of five

dollars ~~and~~ ~~cents,~~ for

their damages; as also the sum of $85,11 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 Charles L. Willcott

you cause to be made the ~~debt,~~ damages, and costs aforesaid, with interest thereon from the 12th day of June A. D. 1856 until paid, also the sum of $0,70 the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness **TABER RANDALL**, Clerk of said Court,

at the Court House aforesaid, this 28th day of August A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

D. B. 314

Chas. L. Wollcott
vs
Reese Miller &
John Gray

Damages $1.00/100
Costs vs. Deft. $53, 19
this writ 70
Filed Sept. 9th 1856
Jabez Randall Clerk

Robinson for Plff

Recorded

Received this writ August 28th A.D. 1856 and served the same September 2d A.D. 1856 and received of John Gray the full amount of the Judgement and costs in this case due from defendants

Fees. Service	55
Poundage	1.10
Return	20
	$1.85

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* 12th *day of* June *A. D.* 1856,

Charles L. Willcott *recovered against*

Reese Miller & John Gray

as well as the sum of ..... *dollars and* ..... *cents for* ..... *debt, as the sum of* One *dollars and* ..... *cents, for* his *damages; as also the sum of* $53,19 *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 Reese Miller & John Gray

you cause to be made the ~~debt,~~ *damages, and costs aforesaid, with interest thereon from the* 12th *day of* June *A. D.* 1856 *until paid, also the sum of* $0,70 *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

Witness TABER RANDALL, *Clerk of said Court,*

at the Court House aforesaid, this 28th *day of* August *A. D.* 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Charles S. Wilcutt
against
Reese Miller, and
John Gray.

Bill of Particulars.

Filed Dec. 9/54
Fees 5.15
A. Stemming J.P.

December the 27/54
Was tried on the merits of the within
by a jury trial the jury returned
a verdict that the plaintiff Charles
S. Wilcutt pay the costs
judgement rendered for the same
against Charles S. Wilcutt
Dec 27/54.
A. Stemming J.P.

Charles W. Wilcutt, Plaintiff,
against
Reese Miller, and
John Gray, Defendants.

This suit is brought by the Plaintiff to recover damages for injaries done to his property by numerous mares, horses, and geldings belonging to the Defendants, by throwing down his fences of his farm in Washington Township, Union County, Ohio, jumping over said fences and destroying his crops of corn, wheat, hay, and oats, also injuring his grounds by trampling upon said farm, on the first day of ~~May~~ ~~October~~ ~~30~~ July 1853, and on various days of each succeeding month there after until the month of June 1854 inclusive. The Plaintiff claims damages against the Defendants to the amount of One Hundred Dollars.

Charles Mecent
vs
Miller & Gray
petition

Filed May 19th 1835
Saber Randall
Clerk

Re filed Jan 20th 1835
Saber Randall Clerk
No 2 after Entry
I. 5. p. 410
Copied for
Defts Atty

Charles Wilcut
plaintiff
agst
Reese Miller &
John Gray
defendants

Court of Common Pleas
Mion County Ohio
petition

The plaintiff Charles Wilcut says that on the 21st day of ~~October~~ AD 1853 and at different days & times between that time and the first of June 1854 at Washington Township Mion County Ohio the defendants without leave entered upon the premises of the plaintiff on which he now resides in said Township, and of which the plaintiff was then & now is the owner and by their horses, colts, mares, geldings & other stock, their property; unlawfully broke down the plaintiffs fences, and destroyed the plaintiffs corn, wheat hay, oat & pasture. The said ~~defendants~~ said stock then & there unlawfully broke over the fences of plaintiff, said animals being breechy and unruly, did then and there damage the plaintiff by destroying his said property to the amount of forty dollars at the least

And thereupon the plaintiff asks judgment from defendants for said sum of forty dollars

J N Richison pltffs Atty

Mion County ss
Charles Wilcut being sworn says he believes all of the statements in the above petition to be true.

Charles L. Willcutt

sworn to and subscribed before me & in my presence this 12th day of April 1855 John Randall Clerk

State of Ohio }
Union County } The above named Reese Miller one of the above named Defendants being duly sworn says he believes the facts & statements set forth in the foregoing answer to be true

Rees Miller

Sworn to by said Reese Miller before me & by him subscribed in my presence this 16th day of October A.D. 1855.

Yater Ramsdell Clerk

Filed Oct. 17th 1855
Yater Ramsdell Clerk

No 3

Miller
vs
Miller & Gray.

Good Hill
Lot

Charles Wilcut plaintiff
against
Reese Miller &
John Gray Defendants

Court of Common Pleas
of Union County
Answer

Answer First: The defendants Reese Miller & John Gray say it is not true that defendants on the 21st day of July A.D. 1853 & at different times & days between that and the first day of June 1854. nor at any time entered upon the premises of plaintiff without leave and it is not true that said Defendants by their horses colts mares geldings & other stock nor by any of them unlawfully broke down the plaintiffs fences and destroyed the plaintiffs corn wheat hay oats & pasture nor did they destroy any of them Defendants said stock did not unlawfully break over plaintiffs fences, nor were said animals breachy & unruly, nor did they damage the plaintiff by destroying his said property as stated in the petition

Answer second: Defendants say that during all the time mentioned in the petition the fences on the ~~plaintiffs said~~ premises described in the petition were out of order, insufficient not such as were ~~or~~ are usual & ordinarily kept by good husbandmen, were not such as were usual & customary in the country, were out of repair, low, & said fences did not nor did any inclosure on said premises exist in any manner sufficient to keep animals or stock off of said premises or such as were sufficient usual or common but all said crops were left open exposed & unprotected by fences or inclosures

Wm Lawrence
Defts Atty

Union Com Pleas

Charles L Willitt

vs

Miller & Grey

Bill of exceptions

Charles L Wilcutt, plaintiff
vs
Reese Miller & Gray, defendants

In Union County, Court of Common Pleas.
Plaintiff's Bill of Exceptions

Be it remembered that on the trial of this cause before the Court and jury at the June Term of said Court of Common Pleas of Union County, Ohio; several witnesses testified before the jury, that the horses of the defendants, which the plaintiff alleged, and had introduced evidence tending to prove were permitted to run at large ~~at large~~ by the defendants and had jumped into his enclosed fields in numerous instances, during the fall and winter of 1853 and spring of 1854, and destroyed his crops - were breachy and unruly animals - and that the defendants had full knowledge of their breachy and unruly character and disposition previous to the alleged trespasses upon the plaintiffs enclosures. Evidence was introduced tending to prove that the plaintiff himself had notified the defendants of their disposition, and that the said horses were trespassing upon him, and requested the defendants to confine said animals previous to the commission of numerous of the alleged continued trespasses - The plaintiff thereupon ~~requested~~ moved the Court to charge the jury, "that if the animals of the ~~plaintiff which~~ defendants had been upon the plaintiffs enclosures, and were breachy and unruly, and if the defendants were notified of the fact, that said animals ~~which~~ had become troublesome by means of their breachy and unruly habits, it was the duty of the defendants to take them up, and confine them, and that if they (defendants) omitted to do so, they were thereafter responsible for any loss or damage, that the

even though plaintiffs fences were wholy insufficient to keep out quiet and orderly animals.
plaintiff may have suffered thereby, which motion
was overruled by the Court, and the jury were
told that that was not the law. ~~To which the~~
~~ruling and charge of the Court the~~
~~plaintiff excepted.~~ The Court then charged
the jury that the defendants had a right
to let their horses thus run at large, ~~whether~~
they were breachy and unruly ~~or not~~, and ~~whether~~ if
the owners had notice ~~or not~~ of their breachy and
unruly habits, - that the plaintiff was bound to
protect his crops by sufficient fences, in all respects
to prevent the ingress of quiet and orderly animals and
such as a good husbandman ought to keep
- that if the plaintiffs fences over which the defendants
horses passed were not such as a good
husbandman ought to keep and not such as to keep out quiet and orderly animals the defendants
were not liable. to which charge and ruling
of the Court the plaintiff excepted, and prayed
that this his bill of exceptions in that behalf might be
allowed, which is accordingly done and upon
his motion ordered to be made a part of the
record in this case.

June 12th 1856

Geo. McCay Judge (Seal)

C. Willcutt
vs
Miller & Gray
Sub. for Plffs
wit.

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Joshua B. Haines, Mrs Jane Thornton & Jackson Greene

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

Charles Wilcut is Plaintiff, and

Miller & Gray 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 24th day of March A. D. 1856

Taber Randall Clerk.

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Joshua B. Haines, Mrs Jane Thornton & Jackson Greene

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

Charles Wilcut is Plaintiff, and

Miller & Gray 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 24th day of March A. D. 1856

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

C. Willcott
vs
Miller & Gray
Sub. for Plffs wit,

Received this writ October 6th A.D. 1855 and served the same October 8th A.D. 1855 by leaving a certified copy of this writ at the residence of each of the following named persons to wit, Calvin G. Reather, Walter Allyn, Wm. H. Allen, George Hawkfield, Boyd Thornton, Elisha Robins, Roxy Allen & L. Haynes jr.

Andrew J. Sprague is not found

Fees Service	$1.12	Andrew J. Sprague is since found and Summoned
Mileage	1.50	
8 copys	1.60	
Return	10	
	$4.32	

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Calvin G. Prather Andrew S. Sprague Walter Allyn Wm H. Allen George Harshfield Boyd Thornton Elisha Dobins Roxy Allen H. Haines Jr,

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

Charles Wilcoth is Plaintiff, and

Miller & Gray are 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 6th day of October A. D. 1855.

Taber Randall Clerk.

Willcox
vs
Miller & Gray

Sub. for Plff's Writ,

Filed March 21st 1836
Salem Randall Clerk

Robinson for Plff,

Received this writ March 11th A.D. 1836 and served the same March 20th A.D. 1836 by leaving certified copies of this writ at the residence of the following named persons to wit, Walter Allyn, Wm H. Allyn, Roxy Allyn, Bazza Thornton, Elisha Dobins 2d Haines jr & ~~George Harshfield~~, Calvin G. Reather, Andrew J. Sprague & George Harshfield are not found

Fees. Service	$1,15
Mileage	1,50
Copies	1,75
Return	20
	$4,58

William H. Rolf Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Calvin G. Prather Andrew S. Sprague Walter Allyn Wm H. Allyn Geny Haashfield Boyd Thornton Elisha Dobins Roy Allyn & I. Hains Jr

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

Charles L. Willcott is Plaintiff, and

Miller & Gray 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 March A. D. 1856.

Taber Randall Clerk.

Willcott
vs
Miller & Gray

Sub. for ~~Plffs~~ Defts
witnesses

Filed March 21st 1856
Saber Randall Clerk

Received this writ March 11th AD 1856 and served the same March 20th AD 1856 by leaving certified copies of the writ at the residence of the following named persons to wit, Hiram Hitchcock, Isaac Hitchcock, Anthony Middlesworth & Mathew Lingerd

Myers Shartzer and David Irwin are not found

Fees Service	.75
Copies	1.00
Mileage	1.15
Return	.20
	$3.10

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Anthony Middlesworth Mathew Lingel Cyrus Shartzer Hiram Tilsworth, Isaac Tilsworth & David Irvin

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

Charles L. Willcox is Plaintiff, and

Miller & Gray are Defendants, 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 March A. D. 1856.

Taber Randall Clerk.

Transcript from Pleas

Charles L Wilcutt
vs
Millen & Grey

Motion for new trial

Filed June 13th 1856
Jaber Rendall Clerk

Robinson &
L & A

Charles L Wilcutt, plaintiff
vs
Miller & Gray, defendants

Marion County, Ohio,
Court of Common Pleas.

And now Comes the said Charles L Wilcutt, plaintiff, by Jas N Robinson & Stanton & Allison, his attorneys, and moves the Court here for a new trial in this action for the following reasons, to wit.

1 That the verdict in this case is against and contrary to the weight of evidence.

2 The verdict is contrary to the law of the case.

3 That the Court erred on the trial of this cause in refusing to charge the jury, "that if the defendants animals, which were upon the plaintiffs enclosure, were breachy and unruly, and if defendants were notified of the fact that said animals had become ~~breachy~~ troublesome by reason of their breachy and unruly habits it the duty of defendants to take them up and confine them. And that if the defendants omitted to do so, they were thereafter responsible for any loss or damage that the plaintiff may have suffered thereby," as the said plaintiff requested.

4th The Court erred in charging the jury, "that the defendants had a right to let their horses thus run at large if they were breachy and unruly, and if the owners had notice of their breachy and unruly habits - that the plaintiff was bound to protect his crops by sufficient fences, in all respects such as a good husbandman ought to keep, that if the plaintiffs fences over which the defendants horses passed were not such as a good husbandman ought to keep, the defendants were not liable."

Stanton & Allison &
Jas N Robinson Attys for pltff.

Union Com Pleas

Charles T Willett

vs

Miller & Gray

Additional Appeal
undertaking

Filed Oct. 16th 1855

Zaba Randall Clk

Charles T Willcutt } Judgment before
Reece Miller & John Grey } Nathan Henning J. P.
~~Miller & Gray~~ } Amended appeal undertaking

Whereas on the 27th day of December A.D. 1854 the said Reece Miller and John Grey obtained a judgment against the said Charles T Willcutt on the docket of the said Nathan Henning J.P. for the costs of suit taxed at twenty five dollars and sixty cents, and the said Charles T Willcutt intended to appeal therefrom, and still so intends, to the Court of Common Pleas of Union County Ohio. And whereas the appeal undertaking executed by J. B. Haines and Walter Allen, upon which said case was brought into the said Court of Common Pleas has been adjudged imperfect, and the said Charles T Willcutt the appelant was ordered by said Court to file an additional undertaking. Now therefore I Dearing Chapel of the said County of Union, do hereby pursuant to the Statute in such cases made and provided, and of the order of said Court of Common Pleas, promise and undertake that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment and costs, not exceeding sixty dollars, and I do also undertake, in said last mentioned sum, that the said appellant will prosecute his appeal to effect, and without unnecessary delay.

Executed & acknowledged before me, and surety approved, this 16th day of October 1855

Dearing Chapel

Zaber Randall Clerk

Wolcott
v.
Miller & Gray

Motion to
quash &c
Filed Octr 16th
A.D. 1855
Saben Randall.
Clerk

Lawrence
Ills

Charles Wilcut plaintiff
against
Reese Miller &
John Gray defendants

Simon Commn Plas

Said Miller & Gray
move the Court to quash the appeal in
this case & to strike the Petition from the
files & to dismiss this case because
1. There is no undertaking for an appeal
2. It does not appear that either
party appealed
3. There is no process served on Defendants
4 This Court has no jurisdiction &
proceedings &c otherwise irregular & superficial

Miller & Gray
By McLaurence
Defts Atty

Received this writ May 31st AD 1856 and served the same June 9th AD 1856 by leaving a certified copy of this writ at the residence of each of the following named persons to wit Walter Allyn Wm H. Allyn, Boyd Thornton, L Miller Horace Pinney Joshua Haines William Bridge Elisha Dobbins and Jonathan Haines

Andrew S. Sprague and George Harshfield are not found

Fees, Service	1.37
8 copies	1.60
Mileage	1.50
Return	10
	$4.87

William H. Robb Sheriff

Writ
Allyn et al
vs
Haines et al
Attachment

Filed June 10 1856
John Bonner

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon ~~Calvin J. Prather~~ Andrew S. Sprague Walter Allyn, Wm H. Allyn George Harshfield, Boyd Thornton, ~~Jesse Thornton~~ ~~Jackson Gray~~ ~~Chas H. Jones~~ A Miller Horace Pinney Joshua Haines Jonathan Haines William Bridge & Elisha Dobbins to be and appea 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 Plff in a certain controversy in said court pending wherein Charles L. Willcutt is Plaintiff, and Miller & Gray Defendant, and 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 31st day of May A. D. 1856.

Taber Randall Clerk.

Willcutt
vs
Miller & Gray
Suit for plffs
Writ.

Received this writ April 1st A.D. 1876 and served the same April 1st A.D. 1876 by reading this writ in the presence of Charles H. James Andrew S. Sprague & John Miller

George Hasselfield is not found

Fees service 50
Mileage 05
Return 10
.65

William H. Robb sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Charles H James, Andrew S. Sprage John Miller George Harshfield, ~~Calvin G. Heather~~

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 controvery in said Court pending wherein Charles L. Willcutt is Plaintiff, and Miller & Gray 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 1st day of April A. D. 1856.

Taber Randall Clerk.

Willcox
vs
Miller & Gray
Sub, for Dfts
witnesses

Filed June 10th 1856
Saber Randall
Clerk

Received this writ June 10th AD 1856
and served same day by reading in the
presence of Hiram Litsworth Isaac
Litsworth Anthony Middlesworth Cyrus
Shartzer David Irwin and Mathew
Singrel

Fees. Service 75
Return 10
85

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon

Hiram Titsworth Isaac Titsworth Anthony Middlesworth Cyrus Shatzer David Irwin ~~Thos Irwin~~, Mathew Lingsel

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 1 day of next term at o'clock, A. M., to testify and the truth to speak on behalf of Deft. in a certain controversy in said court pending wherein Chas. L. Willcott is Plaintiff, and Miller & Gray Defendant, and 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 June A. D. 1856.

Taber Randall Clerk.

50

Charles T Milcutt

vs

Miller & Gray

Transcript

Filed Janry 10th 1855

James Lumm clerk

No. 1

186.

December the 19/1852.

The State of Ohio Union County. ss —

Charles S. Wilcott: Plaintiff — Damage

vs.

Reece Miller and John Grey } Defendants

Suit brought and a bill of particulars by Charles S. Wilcott against Reece Miller and John Grey for damages done by their pressing mares horses and geldings bill reads as follows (vis) Charles S. Wilcott: Plaintiff against Reece Miller and John Grey Defendants this suit is brought by the plaintiff to recover damages for injuries done to his property by numerous mares horses and geldings belonging to the Defendants by throwing down his fences of his farm in Washington Township Union County Ohio jumping over said fence and destroying his crops of Corn Wheat hay and oats also injuring his ground by tramping upon said farm on the first day of October 1853. and on various days of each ~~month~~ succeeding month thereafter untill the month of June 1852 inclusive the plaintiffs claims damages against the Defendants to the amount of one hundred dollars

Bill on file

Justices costs $0. cts

Summons for 2 0. 30.

part. Subpt for 6 0. 20

Satisfaction 10

Adjournment 10. Paid

Citation for jurors 25

2d Subpoenas for 8 witnesses for plaintiff 0. 50

3d Subpt for defendants for 10 witnesses 0. 20

4th Subpoena for plaintiff for one witness 15

Swearing jurors . 30

do witnesses 55

for trying case by jury 75

Judgment on verdict 25

filing 8 paper 20

Dec 19/52. issued summons for the appearance of the defendants on the twenty third at 12. o'clock at ofc.

Delivered it to plaintiff

first sup issued subpoenas for Walter Allyn 3d Mr. H. Allyn Calvin G. Prater Andrew S. Sprague Henry H. James and George Harshfield for witnesses for Plaintiff

delivered it to the plaintiff.

Dec 23/52. 12 o'clock summons returned endorsed served on the 20th Day of December 1852 by leaving an attested copy of this writ at the defendants dwelling house or place of abode — — fees Mileage . 20 cts. .20 cts

service . 30. do 30

(Signed) Elisha Dobbins Const

continued to page 177 2.62 words 318

Continued from page 186 } December 23th 1859

first subpoenaed returned indorsed served the within writ personally by reading. Fees. Mileage 25 cts — ff. 20.25 cts
service 65.

Calvin G. Prater 21 miles — 70
Henry H. James 8 miles — 90
Andrew J. Sprague 5 mi. — 75
Walter Allyn 20 mi — 70
William H. Allyn 21 — 70
George Harshfield — 50

(Signed) Elisha Dobbins const

December 23/59. 12 o'clock A.M. Both parties appeared George Brown claiming to be a lawfull agent for the defendants and being duly sworn by me according to law testifies and saith that Reece Miller and John Grey empowered him to act as their agent in an action of damage wherein Charles L. Wilcox is plaintiff and Reece Miller and John Grey is defendants

(Signed) George Brown

sworn to and subscribed this twenty third day of December A. D. 1859 } N. Fleming J. P.

called the cases Defendant not ready for trial Demanded a jury trial which was granted panel filled by me and struck by the parties James G. Bird Henry Williams John H. Bosart Matthew Blunsicles Jonathan Field and Elias Johnson jurors

by consent of parties adjourned to the 27 day of December nine o'clock 1859. Adjournment ten cents paid by Plaintiff N. Fleming

issued summons (citation) for the jurors for their appearance at the time above mentioned delivered it to E. Dobbins Constable

2nd issued subpoenaed for Walter Allyn. William H. Allyn George Harshfield Boyce Thornton Andrew J. Sprague Elias Dobbins Henry H. James Calvin G. Prater for witnesses for plaintiff delivered it to Elisha Dobbins const

3rd. issued subpoenaed for the defendant for Eleven Wright Matthew Singerel for their appearance at 9 o'clock A.M. of Dec. 1859 } N. Fleming J. P.

continued to page 188

270

188. Continued - from page 187

December the 25 1854

Charles S. Wilcott. Plaintiffs
vs
Reece Miller and
John Green } Defendants

Damage

December the 25/54. Issued subpoena for Henry Allyn for a witness for the Plaintiff Delivered it to Wm. Allyn by the plaintiffs order

December 27. Summons (venire) for jury returned endorsed personally served on the within named jurors on the 23 and 25 of December at S. 1854 by reading this writ to them &c Fees, Mileage 50. cts 0.00.50
service 90. 0.90

(Signed) E. Dobbins Const

first sup. Subpoena returned endorsed served the within writ personally by reading on the 25 of Dec. 1854
fees. Mileage 45. cts 0.45
service 85 0.85

(Signed) E. Dobbins Const

Walter Allyn 4 mi. Wm. H. Allyn 4 mi. Calvin G. Streeter 4 mi.
Andrew S. Sprague 5 mi. Henry H. James. 8 mi.

Second sup. Subpoena returned endorsed. Served on the within named Elmer Wright December the 25. 1854 by copying on Matthew Singrel by reading &c fees Mileage 35. cts 0.35
El Wright 6 mi. Copying 15 15
M. Singrel 4 mi. Service 15 15

(Signed) E. Dobbins. Const

third sup. ~~Subpoena~~ returned endorsed served the within writ personally by reading &c fees Mileage 25. cts. 0.25
service 15. cts 0.15

(Signed) E. Dobbins Const
Henry Allyn. 4 miles

Dec. 27/54 Both parties appeared jurors called all answered to their names but Henry Williams his family being sick could not attend Wm. Bird called to fill the place of Henry Williams jurors sworn The Defendants Bill of particulars amended by consent of defendant

Continued to page 189

4214

Continued from page 188. Dec. 27/54

The State of Ohio Union County ss.

Dec. 27/54. Walter Allyn Wm. H. Allyn Henry Allyn Elisha Dobbins. Andrew S. Sprague and Boyd Thornton and Charles S. Wilcott. all sworn as witnesses for plaintiff

Henry H. James. Calvin G. Prater and George Marshfield all sworn as witnesses for plaintiff

George Marshfield. Boyd Thornton and E. Dobbins. not examined

Elenor Wright. Matthew Lingrel and Johnathan Haines Jr. sworn for witnesses for Defendants. Johnathan Haines Jr called out in court

Pleadings had by J. W. Green for Plaintiff. and Isaac Miller for Defendants

Trial ended five O'clock P. M. the jury gone into Charge of E. Dubbins Constable

Juror made out and returned their verdict as follows

Charles S. Wilcott vs Miller & Gray } Before Nathan Fleming

} The under signed jurors having been duly sworn and having heard the testimony brought before them do find that the plaintiff pay the costs of suit

Decem. the 27. 1854 — — J. E. Bird
John H. Besart
Elias Johns
Nathan Burnsides
Jonathan Field
Wm. Bird

Jury fee paid by the Defendant three Dollars — 3. 00

Judgement is therefore rendered against Charles S. Wilcott the Plaintiff for the costs of suit herein taxed at twenty five dollars and sixty cents. ~~[illegible]~~ Nathan Fleming J. P.

Witnesses fees on jury trial

	Walter Allyn 4 miles	70 cts	70
	William H. Allyn 4 mi	70 cts	70
	Calvin G. Prater 4 do	70 do	70
	Henry Allyn 4 do	70 do	70

Continued to page 190

Continued from page 189. December 27/54

Witnesses fees continued from page 189		$. cts
Elisha Dobbins 4 miles	70. cts	00. 70
Andrew J. Sprague 5. do.	75. do.	00. 75
Boyd Sharnton		00. 50
Charles. L. Wilcott 4 do.	70. do.	00 70
George Hartshield	50. do	00. 50
Henry. H. James. 8. do	90. do	00. 90
Matthew Sieggral. 4. do.	70. do	00. 70
Eleven Wright 8. do.	80. do	00. 80
Jonathan Haines jr.	25. called up in court	00. 25
Elisha Dobbins const tending court during trial		00 75

In the action of Charles. L. Wilcott against Reece Miller and John Grey we Joshua. B. Haines and Walter. Allyn do acknowledge ourselves bail for the appellant in the sum of Fifty five dollars to be levied levied of our goods and Chattles Lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of common pleas conditioned first that the appellant will prosecute his appeal to effect and without unnecessary delay. Second, that if judgement be adjudged against him on appeal he will satisfy such judgement and costs

(Signed) J. B. Haines
Walter Allyn

Taken signed and acknowledged this second day of January in the year one thousand eight hundred and fifty five before me. Nathan Fleming
Justice of the Peace

I do hereby certify that this is a true (copy of) transcript from my Docket. in the action of Charles L. Wilcott against Reece Miller and John Grey in an action of damages. Given under my hand and seal this Second day of January A. D. 1855

Nathan Fleming. J. P. Seal

13. Summons words. $1.30 } Bail Bond. twenty five cents not paid 25
certifying transcript $1.55 }

Charles D. Willcox paid for taking out this transcript

$1.75 cts

N. Flemming. J. P.

Civil/Domestic Case File

Case No. 1855-CV-0005

No. 55-CU-5

Union Common Pleas Court.

Moses Hickir
Plaintiff,

AGAINST

Edward Appleyard et al
Defendant.

April 1855

JUDGMENT VS DEFENDANT

$113 60

Journal	5	Page	876
Record No.	7	Page	157
Ex. Doc.	B	Page	1

51 Law.
Moses Dickie
vs
Edward Appleyard
& Joshua Indy

Recorded

cost Bill made
Record

Moses Dickie Plaintiff
against
Edward Appleyard & Joshua Judy Defendants

Issue a summons. Returnable according to law.

Amount Claimed.
$112.06 & costs.
And interest from the 1st day of January 1836.

To James Turner Clerk of Comm. Pleas. Jan. 12th 1855

J. C. Dought atty for Plaintiff

Moses Dickie
against
Edward Appleyard &
Joshua Judy

Debt

Filed Jan 12 1855
James Turner Clk

$1.00

J. C. Dought atty
for Plaintiff

Moses Dickie, Plaintiff
against
Edward Appleyard & Joshua Judy, Defendants

In Union County Pleas

Petition

Moses Dickie Plaintiff says that there is due to him from Edward Appleyard and Joshua Judy, on the promissory Note of the said Edward Appleyard and Joshua Judy, a copy of which is hereto attached, the sum of One hundred, and twelve Dollars, with interest from the ~~Seventh~~ 7th day of January Eighteen hundred and fifty five, whereupon the Plaintiff asks judgement ~~for the~~ against the Defendants for One hundred, and twelve Dollars, with interest from the seventh day of January AD 1855.

J. C. Doughty
Atty for Plaintiff.

The State of Ohio
Union County } ss. Moses Dickie being sworn says that he believes the statements of the foregoing petition to be true

Moses Dickie

Sworn to by Moses Dickie before me and subscribed in my presence this 12th day of January AD 1855.

John Barbom J.P.

Copy of the Note

Marysville August 7th 1854

Five Months after date we or either of us promise to pay Moses Dickie or order one hundred and twelve Dollars for value received.

Edward Appleyard
Joshua Judy

Moses Dickey
vs
Edward Appleyard
Joshua Judy

amount claimed
$112.00
with interest from
the 7th day of
January 1855
Filed Jany 20th 1855
James Irwin clerk

Daughs
Atty for Pltff

Received this writ January 15th A.D. 1855
Served this writ January 15th A.D. 1855 on Joshua Judy
by presenting him with a certified copy of this writ
Edward Appleyard is not found

Fees Service 55
Copy 20
Mileage 05
80

William H. Rott Sheriff

Recorded

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Edward Appleyard & Joshua Lively that they have been sued by Moses Dickey in the Court of Common Pleas of Union County, and that unless they answer by the Tenth day of February A. D. 1855, the petition of the said Moses Dickey against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 22nd day of January A. D. 1855.

Witness my hand, and the seal of said court this 13th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Filed April 10, 1833
Saber Randall Clerk

$112,00 — Marysville August 7th 1854

Five months after date we or either of us promise to pay Moses Dickie or order one hundred and twelve dollars for value Received

Edward Applegate

Joshua Judy

D. B. 1

Moses Dickey
vs
Edward Applegate &
Joshua Judy

Debt	$113,68
costs	4,46
this writ	65

Filed Jun 11th 1835
Saber Randall Clerk

Recorded

J C Doughty

Received this writ April 11th A.D. 1835
By order of the Attorney for Plaintiff this writ returned without service
William H. Rodd 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 10th day of April A. D. 1855, Moses Dickey recovered against Edward Appleyard & Joshua Judy as well as the sum of One hundred & thirteen dollars and Sixty Eight cents for his debt, as the sum of dollars and cents, for damages; as also the sum of $ 4,46 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 Edward Appleyard and Joshua Judy you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 10th day of April A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 11th day of April A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

D. B. 1

Mosel Dickey
vs
Edward Applegate
& Joshua Lion

Debt $113.68
Costs 4.46
Costs of Plaintiff 65
This writ 65

Filed August 29th 1855
Taber Ranscar Clerk

Recorded

Received this writ June 28th 1855 - and served the same July 28th AD 1855 - and Levied on the interest of Edward Applegate in the Shop and Machinery owned by Partridge and Applegate, said interest being the undivided half thereof.

Advertised the same for sale according to law in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards (to wit) on the 11th day of August AD 1855 - it being the time said property was advertised to be sold the same was duly offered for sale but by request of the Attorneys in this case the sale was postponed until the 27th day of August AD 1855 - when the same was again offered for sale and sold to Reuben Partridge for the sum of one hundred and twenty six & $\frac{53}{100}$ dollars but by consent of the attorney for Plaintiff the money was not paid at present.

Fees Service	.55
Levy	.35
Advertisement	.25
Printers fee	$1.00
Return	10
Poundage	2.48
	$4.73

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* 10th *day of* April *A. D.* 1855, Moses Dickey

recovered against

Edward Appleyard & Joshua Judy

as well as the sum of One hundred & thirteen *dollars and* Sixty Eight *cents for* his *debt, as the sum of*

dollars and *cents, for*

damages; as also the sum of $4,46 *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 Edward Appleyard and Joshua Judy

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 10th *day of* April *A. D.* 1855 *until paid, also the sum of* $0,65 *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

Witness **TABER RANDALL,** *Clerk of said Court,*

at the Court House aforesaid, this 29th *day of* June *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0006

No. 55-CV-6

Union Common Pleas Court.

Richard Marquis
Plaintiff,

AGAINST

George Snodgrass
Defendant.

June 1855

JUDGMENT VS DEFENDANT

$418 39

Journal 5 Page 410

Record No. 7 Page 212

Ex. Doc. B Page 80

Richard Marquis
vs
George Snodgrass

for record

Cost bill
made

Recorded

Richard Maguire Plff.
against
George Snodgrass Deft

Issue a summons against defendant returnable according to law. Amount claimed three hundred and eighty five dollars with interest from January 7th 1854.

July 13 1857
To Clerk Com Pleas

P. B. Cole Atty. for Plff

52
Richard Maguire
vs
Geo. Snodgrass
Petition

Filed July 13 1857
James Timms Clerk.

Recorded

By C. C.

Richard Marquis Plff
against
George Snodgrass Deft.

Court of Comm. Pleas
Lewis County

Richard Marquis Plaintiff says that there is due to him from George Snodgrass defendant on the promissory note of the said George Snodgrass payable to Andrew Guiher or bearer, and endorsed to plaintiff, a copy of which note and indorsement is hereto attached the sum of Three Hundred and Eighty five dollars with interest from the 7th day of January 1854 – Whereupon the plaintiff asks judgment against the defendant for Three Hundred and Eighty-five dollars with interest from the 7th day of January 1854

P. B. Cole Atty
for Plff

Richard Marquis being duly sworn says that he believes the statements of the foregoing petition to be true.

Richard Marquis

Sworn to and subscribed before me
this January 13th 1855

James Turner Clerk

Copy of note & indorsement

On or before the 7th day of January next I promise to pay to Andrew Guiher or bearer three Hundred and Eighty-five dollars with interest from date for value received, January 7th 1854 (signed) George Snodgrass

Copy of Indorsement

I assign my interest of this within to Richard Marquis & Guarantee the payment of the same March 30th 1854 (signed) Andrew Guiher

of this suit.= That some time in the month of March or April 1854 the plaintiff being in possession of said note spoke to the defendant about the same & the plaintiff then did not claim the note as his own & the defendant gave him full notice of the fraud and mistake relative thereto & if he has bought the note afore said he is a purchaser with notice

The defendant therefore asks that this suit be dismissed & that he recover his costs in this behalf expended

Curry & Robinson Defts Attys

George Snodgrass being sworn says that the allegations in the above answer, are true as he verily believes

George Snodgrass

sworn to and subscribed before me by George Snodgrass this 22d day of January 1855

James Lemon Clark

Richard Marquis
vs
George Snodgrass
Answer.

Filed Jany 22/1855
James Lemon Clark

Recorded

10-114

Richard Marquis
plaintiff
against
George Snodgrass
defendant

Answer

The defendant George Snodgrass for answer to said petition says that said note was obtained by said Gunker as stated in said petition in the manner following, to wit; On the 7th day of January 1854 said Gunker represented to defendant that he was then the owner in fee simple of two lots in the Mathews addition to the town of Millersville in Muskingum County Ohio, and proposed to defendant to sell them to him and accordingly the defendant with said Gunker went to look at them and said Gunker then and there showed to the defendant the corners and situation of lots No 193 & 186 in said addition, which the defendant has since learned he has no title whatever & offered to sell them to defendant for four hundred dollars, which proposition the defendant then & there accepted & paid fifteen dollars and gave said note for the ballance of the purchase money = That defendant being unacquainted with the relative positions of the lots as numbered on the plat of said town, judged of their location entirely from the corners as showed to him as aforesaid by said Gunker and when the Bond was executed for the sale of the lots, No's 192 & 187 were inserted instead of 186 & 193, which defendant supposed were the ones he had pointed out to him as aforesaid and which the said Gunker either fraudulently or by mistake sold to the defendant for said sum of money = Defendant never bought lots 192 & 187, and as soon as he discovered the mistake he notified said Gunker and has since requested him to cancel the agreement on account of said fraud or mistake =

2d That the plaintiff is not the owner of said note but has allowed his name to be used merely that said Gunker might the more successfully carry out his fraudulent intentions, & that said Gunker is still the owner of said note & the sole instigator of

Richard Morgan
vs
George Snodgrass

Amount Claimed
$385.00
with interest from
Jany 7th 1854

Filed Jany 17 1855
James Lowmell

Recorded

P B Cole
Atty for Plff

Received this writ January 16th A.D. 1855
Served this writ January 16th 1855 by presenting to
the within named George Snodgrass a certified copy of this writ

Fees Service	
"	.35
copy	.20
Mileage	.05
	.60

William A. Pratt Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify George Snodgrass that he has been sued by Richard Morgan in the Court of Common Pleas of Union County, and that unless he answer by the Tenth day of February A. D. 1855. the petition of the said Richard Morgan against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 22d day of January A. D. 1855.

Witness my hand, and the seal of said court this 13d day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

R Marquis
vs
G. Snodgrass
Sub. for Wit.

Filed Jan 20th 1855
Saba Randall Clerk

Clerk 30
5

Cole Atty
for Plff

The within named Robert Kelsh is not found
Mileage 05
William H. Wells Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Robert Welsh

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, forthwith o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Richard Marquis is Plaintiff, and

George Snodgrass 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 20th day of June A. D. 1855.

Taber Randall Clerk.

Marquis
vs.
Snodgrass
Suit for Writ.

Filed June 18th 1855
John Pendleton Clk

Served this writ June 14th 1855 by leaving a certified copy of this writ at the residence of Charles Breedlove & by reading this writ in the presence of Levia Marquis, Robert Snodgrass, Wm Gibson & George Snodgrass.

Fees Service	62
Copy	20
Mileage	35
Return	10
	$1,27

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Marquis Charles Breedlove Robert Snodgrass Wm Gibson & George Snodgrass

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at Ten 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

Richard Marquis is Plaintiff, and

George Snodgrass 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.

R. Marquis
vs
George Morrison
Trespass
Sub pa writ

Filed June 20th 1853
John Randall
Clerk

Clerk 30
Sheriff 17

Served this writ June 20th 1853 by reading the same in the presence of James Turner

Fees Service 12
Mileage 05
17

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Garner

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 22 day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Richard Marquis is Plaintiff, and

George Woodgraff 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 20th day of June A. D. 1856.

Taber Randall Clerk.

Randall Randall

Received June 27th 1855 Corydon Winkler
by the hand of Hand of Hiram Benton thru
dollars and eighty cents in
Paid Sp. Union County

260
149 Randall Washington
409 W Randall

Fultz

Marquis
v
Snodgrass

Notice to take
Deposition

Richard Marquis
vs } In Mun Court of Pleas
George Snodgrass }

The plaintiff is notified that depositions in this case will be taken at the office Lincoln & Hamilton in the village Maysville Muskingum County Ohio on the 7th day of April 1855 between 9 o'clock A.M. & 9 P.M. — Also that defendant will testify at the trial of this case

James M Robinson
Defts Atty

To P B Cole Esq
Pltffs Atty
April 15th 1855

Service acknowledged April 15/55.
P B Cole
Atty for Pltff.

Deposition taken in a cause pending in the court of Common Pleas of Union County Ohio wherein Richard Marquis is plaintiff and George Snodgrass is defendant and for said defendant in pursuance of the notice hereto attached, and at the place and time therein mentioned.

P. B Cole was present on the part of the plaintiff and James W Robinson for the defendant

Silas S. Snodgrass of the County of Union of lawful age being first duly sworn by me, as hereafter certified deposes as follows.

Question by the defendant

Ques 1st. Are you acquainted with the parties to this suit?

Ans I am

2nd. By same. State if you know for what the note on which this suit is brought was given by defendant?

Ans. It was given for two town lots in the town of Marysville.

3rd By same. State what conversation you heard between the defendant and Andrew Cruiker, on the morning of the sale of lots for which said note was given and prior to the bargin?

The plaintiff objects to this question

Ans. He Andrew Cruiker said that the west end of the west lot fronted on the plank road and was the first whole

lot North of the Rail Road and he said the Rail Road company owned a three cornered piece between that lot and the tract being about the third of a lot, and that the east lot lay directly east of the west lot with an alley between, he said that the south east corner of the east lot was within five steps of the break made for the Rail Road tract, he said that before maney years that the Rail Road Company would want to build a side tract along there and could not do so without using those lots because there was no land between those lots and the Rail Road except that three cornered piece

Silas S. Snodgrass

I George Lincoln a Notary Public in and for the county of Union State of Ohio do hereby certify that the above named Silas S. Snodgrass was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition was reduced to writing by me at the time and place specified in the enclosed notice and that it was subscribed in my presence

George Lincoln
Notary Public

Fees $1,75 paid by Defendent

B-80

Richard Marquis
vs
George Snodgrass

Debt $41,39
Costs 20,96
This writ 70

Filed Oct. 3rd 1855
John Randall Clerk

Recorded

P. B. Hole Atty for Defn

Received this writ August 15th 1855.
Service on Roberts and advertising the same for sale
but before the day of sale the defendant satisfied the
claim of the Plaintiff & paid the costs
William H. Robertson 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 20th day of June A. D. 1855,

Richard Marquis recovered against George Snoelgrass

as well as the sum of four hundred & eighteen dollars and thirty nine cents for his debt, as the sum of

dollars and cents, for

damages; as also the sum of $20,96 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 George Snoelgrass

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 20th day of June A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 15th day of August A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0007

No. 55-CV-7

Union Common Pleas Court.

George Snodgrass
Plaintiff,

AGAINST

Andrew Guilder
Defendant.

April 1855

Oct 1855

JUD'G VS PLAINT'F

Journal 5 Page 440

Record No. No Record. Page

Ex. Doc. B Page 122

Law 33 F2

George Snodgrass
vs
Andrew Guther

John Ferrilodun

33

D. B. p. 122

Smith, Mrs. 258
Clark, Lawton
Randall

157
53
48
258

180
50
30
40
10
310

53

George Snodgrass

v

Andrew Gunter

Petition

Filed Jany 13th 1853
James Lowmelk

C & R

Andrew Guiher

To Little Bond

Geo Snodgrass

George Snodgrass
plaintiff
against
Andrew Guiger
defendant

Court of Common Pleas
Union County Ohio
petition

The plaintiff George Snodgrass says that on the 7th day of January 1854 he purchased from Andrew Guiger the defendant two town lots in Mathews addition to the village of Marysville in said county of Union. That the lots which said Guiger then showed to the plaintiff were lots No. 193 and 186 their real numbers not being known to plaintiff and said that these were the lots which he owned and was about to sell to him, but in the title Bond which the defendant then executed to the plaintiff, the lots were described as lots No. 192 and 187, which were lots entirely different from and of much less value than said lots which were showed by defendant to the plaintiff as the lots he offered to sell him and which the plaintiff in reality did then and there buy of him the defendant & never bought lots No. 192 and 187 which were described in the Bond. That the defendant then, fraudulently or by mistake, sold to the plaintiff said lots No. 193 and 186 which did not belong to him, and fraudulently or by mistake had the title Bond describe lots 192 and 187, and thereby the plaintiff is damaged to the amount of five hundred dollars. The plaintiff did not discover the mistake or fraud for ~~several~~ months after he accepted the title

Bond and he then gave the defendant notice of the mistake in the description of the land in the title Bond and the defendant refuses to cancel the agreement although the plaintiffs offered to cancel the same or to give a deed for lots No. 193 and 186

The plaintiff therefore asks Judgement against the defendant for the sum of five hundred dollars damages

Curry & Robinson
Pltffs Attys

The state of Ohio Muskingum ss
George Snodgrass being sworn says he believes the statements in the foregoing petition to be true George Snodgrass

Sworn to before me and subscribed in my presence this 13th day of January 1853
James Downs Clerk

I hereby enter my appearance and waive the issuing and service of process in this case Jany 13th 1853 A. Guthrie

Know all men that I Andrew Gucker am bound unto George Snodgrass in the penal sum of seven hundred and seventy dollars. to the payment of which well and truly I bind myself my heirs and Executors forever sealed with my seal this 7th day of Jany 1854

The condition of the above obligation is such that whereas said Andrew Gucker has this day sold to said Snodgrass Lots No 187 and 192 in the Mathews Addition to the Town of Marysville in Union County Ohio for the sum of four hundred dollars as follows fifteen dollars cash in hand paid and three hundred and eighty five dollars in one year from this date with interest as ~~per his~~ note of this date for that amount given by said Snodgrass to said Gucker

Now if the said Gucker shall convey to said Snodgrass (upon the payment of said note of three hundred and eighty five dollars as per this agreement one year from this date) said two Lots of ground by deed in fee simple with covenants of warranty. then this obligation to be void. but otherwise to remain in full force in law

Andrew Gucker (Seal)

George Snodgrass
vs
Andrew Guthers,
Administrator

Sub for Defts witnesses
Atty
Filed June 19th 1833
John Prendergast Clerk

Served this writ June 19th 1833 by reading the same in the presence of Robert Welsh James Turner & W. W. Wood, the last named demanded his fees which were not paid

Fees Service	38
Mileage	05
Return	10
	53

William H. Rose Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Robert Welsh, James Turner and W W Woods

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 2nd 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

George Snodgrass is Plaintiff, and Andrew Guikers, Administrator is 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 18th day of June A. D. 1855.

Taber Randall Clerk.

George Snodgrass
vs
Andrew Guiher
Suit for Writ

Filed April 9th 1833
Saber Randall Clerk

Received this writ March 22nd A.D. 1833
Served this writ April 7th A.D. 1833 by reading it in the presence of David Marquis, Robert Snodgrass, Silas Snodgrass Wm. H. Woods E. L. Nugent & William Gibson and by leaving a certified copy of this writ at the residence of Charles Breedlove

Fees Service .87
Copy .20
Mileage .50
$ 1.57

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Marquis Charles Breedlove Robert Snodgrass Silas Snodgrass Wm. Gibson Wm. W. Woods & E. J. Nugent

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 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

George Snodgrass is Plaintiff, and

Andrew Guiher 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.

George Snodgrass

v.

John Ferril et al.

Andrew Fuller

Summons

Amount Claimed $60.

Filed June 5th 1855

Jabez Randall Clerk

W. Robinson for Plaintiff

P. B. Cole for Deft

Received the within at about 2 O'clock P.M. June 1st 1855

Personally served the within named John Ferril with an

attested copy of this writ. March 2nd 1855

John D. Anderson

Sheriff Stephenson Cty

Fees	35
12 miles	60
Copy	25
Postage	9
	$1,29 paid by Pltff's attorney

Received the within writ at about 8 O'clock P.M. June 1st 1855

Personally served the within named John Ferrill with an

attested copy of the writ and John Randall

March 2nd 1855

John D. Anderson

Sheriff Stephenson Cty

The State of Ohio Union County ß

To the Sheriff of Ross County, Greeting.

You are commanded to notify John Ferril Administrator of the estate of Andrew Guiher deceased that a suit is pending in the Court of Common pleas of Union County Ohio, against Andrew Guiher wherein George Snodgrass is Plaintiff and claims six hundred dollars.

That unless he answer by the 18th day of June A D 1855 Judgement will be taken against him as Administrator by default. You will make due return of this Summons on the 4th day of June A. D. 1855

Witness my hand and the Seal of said Court this 24th day of May A. D. 1855

Taber Randall Clerk

George Snodgrass
vs
Andrew Gribbey
Administrator

Filed June 18 1853
Saber Rendall Clerk

Leave for set

George Snodgrass Pltff

vs

Andrew Gruber Administrator } }
Deft,

John Ferrel Administrator of Andrew Gruber Decd, for answer to the petition of the plaintiff, says, that he believes it to be true and so admits that said Gruber on the 7th day January 1854 sold by title bond to the plaintiff lots No 187 and 192 in Mattoons addition of the Village of Marysville as set forth in the said bond filed by plaintiff with his said petition, the defendant denies that he owed to the plaintiff any other lots as his property than the ones, he supt sold to him plaintiff, as described in said bond, Now

Defendant denies ~~that~~ all fraud, and all mistake wherewith he stands charged, and asks to be discharged with his costs.—

P Blevle Atty for Deft,

John Ferrel Administrator of Andrew Gruber Decd, says that he believes the statements of the foregoing Answer to be true

John Ferrel

Sworn to & subscribed before me this June 18th 1853—

Saber Plendale Clerk

Civil/Domestic Case File

Case No. 1855-CV-0008

No. 55-CV-8

Union Common Pleas Court

C. F. Bradley et al
Plaintiff,

against

Samuel Trunks et al
Defendant.

APR TERM. 1855

Judg. Dr. Defendant
$707. 84/11

Journal 5 Page 394

Record No. 7 Page 148

Ex. Doc. B Page 17

54 Law

Chaney F. Bradley
John C Burnham
Sherman Finch
Henry Lamb John J.
Burnham & Peter Kuser
Partners & C Bradley Burnham
Lamb & Co.
vs
Samuel A Sunks
Sarah Ann Sunks

Recorded

[illegible]
[illegible]
Record

Received this writ April 21st AD. 1857 and advertised the within named 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 June AD. 1857 ~~between the legal hours at the door of the court house in Marysville that being the time and place said real estate was advertised to be sold I offered the same for sale according to law~~ I received orders from Mr Lamb one of the Plaintiffs to Stay proceedings on this writ

Fees. Service	35
Advertisement	25
Printers fee	3.00
Return	20
	$4.00

William H. Robb Sheriff

4,13,288

Dorcas Bumbaugh
Saml V Compton
vs
Henry L Hamilton

Debt $4,73.08
Costs 3.07
Costs Sheriff 4.88
Interest 70

McMahon & McM
Plaintiffs
Filed June 15th 1857
Jacob Bonnes Clerk

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

Whereas at the June Term of the Court of Common Pleas continued & held for said County on the 12th day of June A.D. 1856 in a certain cause in said Court pending wherein Bradley, Burnham, Lamb & Co were plaintiffs & Samuel A Funks & S. A. Funks his wife defendants. the Court Ordered & decreed that you expose to sale the premises in the bill, described as follows to wit, situate in said County of Union in the State of Ohio being part of Survey No 3694 & bounded as follows beginning at a stake on the corner of the School house lot on the Delaware & Bellefontaine road thence East forty feet to a stake thence North to the center of Boltz creek thence West with the meandering of said Creek to a stake in the center of said Creek on the line of the original Survey No 3694 thence on the line of said Survey to the place of beginning it being the lot on which S. A. Funks Steam ~~mill~~ Saw Mill stands adjoining the Town of Plainsburg

To satisfy said Plaintiffs in the sum of four hundred & seventy three dollars & Eight cents with interest thereon at ten per cent from the 12th day of June A.D. 1856 until paid together with the costs on said decree taxed at dollars also all accruing costs and make due return of this writ in sixty days. Witness Taber Randall Clerk of said Court at Marysville this 21st day of April A.D. 1857

Taber Randall Clerk

Received this writ June 30th AD 1856 and served the same July AD. 1856 and caused the within described real estate to be appraised by the Oaths of S. C. Lee S. D. Welsh & Lott Welsh On the 16th of July AD. 1856 I received a a written request from the Plaintiffs to return the writ without further process

Fees. Service	55
Calling Inquest	1.00
Appraisors fee	1.50
Copy of Appraisement	.50
Mileage	40
Return	20
	$4.15

Received $1.00 on my fees

William H. Robb Sheriff

Pinckney Burnham
Assn. & Co.
Ad
Chas. L. Stanbro & Wife
Order of Sale
Filed August 9th 1858
John Thomas Elm
Plaintiff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

Whereas at the ~~April~~ June Term of the Court of Common Pleas continued & held for said County on the 12th day of June A.D. 1856 in a certain cause in said Court pending wherein Bradley Burnham Lamb & Co, were plaintiffs & Samuel A. Funks & S. A. Funks his wife defendants the Court Ordered and decreed that you expose to sale the premises in the bill, described as follows to wit, Situate in said County of Union in the State of Ohio being part of Survey No 3694 and bounded as follows beginning at a stake on the Corner of the School house lot on the Delaware & Bellefontaine road thence east forty feet to a stake thence north to the center of Bokes Creek thence west with the meandrings of said creek to a stake in the center of the creek on the line of the original Survey No 3694 thence on the line of said Survey to the place of beginning it being the lot on which S. A. Funks Steam sawmill stands adjoining the Town of Plainsburg

To satisfy said Plaintiffs in the sum of four hundred & seventy three dollars & eight cents with Interest thereon at ten per cent from the 12th day of June A.D. 1856 until paid, together with the costs on said decree taxed at dollars, also all accruing costs, And make due return of this writ in sixty days

Witness Faber Randall Clerk of said Court at Marysville this 30th day of June A.D. 1856

Faber Randall Clerk

54

In Union Com. Pleas.

Chauncey F. Bradley
John A. Burnham
Sherman Finch, Henry
Lamb, John J. Burnham
& Peter Keiser, partners
under the firm name
of Bradley, Burnham
Lamb & Co. pltffs

vs

Samuel A. Funk &
Sarah Ann Funk,
deffts.

Petition to foreclose
mortgage &c.

Filed January 17 1855
James Turner
Clerk

Recorded

Finch & Critchfield
for pltffs.

Court of Common Pleas. Union County, Ohio.

Chauncey F. Bradley, John A. Burnham, Sherman Finch, Henry Saunt, John J. Burnham and Peter Keiser, partners doing business under the firm name of "Bradley, Burnham, Saunt & Co.,
Plaintiffs.

against

Samuel A. Junks & Sarah Ann Junks his wife —
Defendants.

Petition

Plaintiffs say that on the 15th day of May A D 1854 the defendants executed and delivered a deed of Mortgage conveying to the plaintiffs the following described real estate situated in Union County in the State of Ohio, being part of Virginia Military Survey Three thousand Six hundred & Ninety four and bounded & described as follows: Commencing at a stake on the corner of the School house lot on the Delaware & Belfountain road, thence running east forty feet to a stake, thence north to the centre of Bokes Creek, thence west with the meanderings of the creek to a stake in the centre of the creek, on the line of the original Survey Three thousand Six hundred & Ninety four, thence on line of said Survey to the place of beginning it being the lot on which S. A. Junks's Steam Saw Mill stands adjoining the town plat of Pharisburg. — said Mortgage was

given to secure the payment to the plaintiffs by their firm name of Bradley, Burnham Lamb & Co. of Five several Notes of hand made by said Samuel A. Funks & signed by his signature of "S. A. Funks." and dated at Pharisburgh May 15th 1854. and ~~payable~~ for the following amounts respectively, payable at the following times, to wit: One for two hundred and ten dollars & ten cents in three months after its date.

One for three hundred & nine dollars in six months after its date.

One for three hundred & ~~nine~~ thirteen dollars & fifty cents in nine months after its date

One for two hundred & twelve dollars in twelve months after its date.

And one for Two hundred & fifteen dollars in fifteen months after its date.

All of said Notes are payable with ten per cent interest after maturity.

The said Mortgage was filed for record & recorded in the Recorders Office of said County of Union on the 1st day of June A.D. 1854. at 5 O'clock P.M. in Book 2 pages 10 & 11

A copy of the Notes & Mortgage are hereto attached and made parts of this petition.

Plaintiffs further say that two of said Notes secured by said Mortgage are due to wit. the one for two hundred & ten dollars & ten cents payable in three months after its date, upon which two payments have been made, - the one for seventy five dollars made November 10th 1854 - the other for seventy five dollars made November 30th 1854, - The other note which is now past due being the one for three hundred & nine dollars payable six months after its date,

Thereupon 1st. Plaintiffs say there is due to them from said Samuel A. Tunks on the said Note firstly above described, the balance of Sixty five dollars & forty three cents with ten per cent interest from November 30th 1854,

And 2ndly Plaintiffs further say that there is due to them from the said Samuel A. Tunks on the said promissory note secondly above described the sum of ~~Ten~~ Three hundred & nine dollars with ten per cent interest from November 18th 1854.

Whereupon the plaintiffs pray judgment for said sum of Sixty five dollars & forty three cents with ten per cent interest from November 30th 1854, and for said sum of Three hundred & nine dollars with ten per cent interest from November 18th 1854, - for the sale of the mortgage property to

pay said debts and for other proper relief.

Finch & Critchfield
Plaintiffs attys.

The State of Ohio Delaware County.

S. Finch One of the plaintiffs in this case being first duly sworn says that he believes the statements of the foregoing petition to be true.

S. Finch

Sworn to by Sharon Finch before me & signed by him in my presence this 17 day of January AD 1855.

John Barton JP

Know all men by these presents, that we Samuel A. Funks and Sarah A. Funks of the County of Union and State of Ohio for and in consideration of the sum of one thousand two hundred fifty nine & 90/100 dollars to us in hand paid by Chauncey F. Bradley, John A Burnham, Sherman Fried, Henry Lamb, John J. Burnham & Peter Keyser doing business under firm of Bradley, Burnham Lamb & Co, of the County of Delaware & 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, Sherman Fried, Henry Lamb, John J. Burnham & Peter Keyser their heirs & assigns forever, the following premises situate in the County of Union and in the State of Ohio and part of Virginia Military Survey three thousand six hundred & ninety four and bounded & described as follows; Commencing at a stake on the corner of the school house lot on the Delaware & Bellefontaine road thence running East forty ~~four~~ feet to a stake, thence north to the centre of Bokes creek, thence west with the meandering of the creek to a stake in the centre of the creek on the line of the original survey three thousand six hundred ninety four, thence on line of said survey to the place of beginning, it being the lot on which S. A. Funks steam saw-mill stands adjoining the town plat of Pharisburg.

To have and to hold the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said C. F. Bradley, J. A. Burnham, S Fried, H. Lamb, J. J. Burnham & Peter Keyser and to their heirs & assigns forever. Provided always, and these presents are upon this condition that whereas said S. A. Funks hath executed to the said Bradley, Burnham, Lamb & Co his five notes of hand of even date herewith, for the payment of the following sums of money at the time following to wit; Two hundred & ten dollars & ten cents, payable three months from date. Three hundred & nine dollars payable six months ~~from~~ after date. three hundred & thirteen dollars, fifty cents payable nine months after date. Two hundred & twelve dollars payable twelve months after date. Two hundred & fifteen dollars payable fifteen months after date.

Now if the said S. A. Tunks shall pay said several sums of money to said Bradley, Burnham Lamb & co or their assigns, when they respectively become due, with the interest, then these presents to be void, otherwise to be & remain in full force.

In testimony whereof the said S. A. Tunks & Sarah A. Tunks his wife hereunto set their hands and seal this 15th day of May in the year of our Lord one thousand eight hundred and fifty four.

Signed, sealed and delivered in the presence of
Jared O. Jewett
J. C. Elliott

Samuel A. Tunks (Seal)
Sarah Ann Tunks (Seal)

The State of Ohio, Union County Ss.

Before me Jared O. Jewett a justice of the Peace in & for said County, personally appeared the above named S. A. Tunks & Sarah Ann Tunks and acknowledged the signing and sealing of the above conveyance to be their voluntary act & deed; and the said Sarah Ann Tunks 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 voluntary sign, seal and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially this fifteenth day of May AD 1854

Jared O. Jewett. J. P.

Endorsed - "Filed and recorded this 1st day of June AD 1854 at 5 o'clock P.M in Book 2 pages 10 & 11"

"Wm M. Robinson
Recorder U. Co"

Copy of Notes.

$210.00 Pharrisburgh May 15th 1854

Three months after date I promise to pay to the order of Bradley, Burnham Lamb & Co Two hundred and ten dollars & ten cents for value received, with ten percent interest after maturity.

S. A. Tunks

Endorsed. "Paid Nov 10/54 on the within, seventy five dollars ($75.00)" - "Paid Nov 30/54 Seventy five dollars. Rec'd on order G. W. Cheney 75.00"

$309.00 Pharrisburgh May 15th 1854

Six months after date I promise to pay to the order of Bradley, Burnham Lamb & Co Three hundred & nine dollars for value received with ten per cent interest after maturity

S. A. Tunks

$313.50 Pharrisburgh, May 15th 1854

Nine months after date I promise to pay to the order of Bradley, Burnham, Lamb & Co Three hundred & thirteen dollars and fifty cents for value received with interest at ten per cent after maturity.

S. A. Tunks.

$212.00 Pharrisburgh, May 15th 1854

Twelve months after date I promise to pay to the order of Bradley, Burnham, Lamb & Co Two hundred & twelve dollars for value received, with ten per cent interest after maturity.

S. A. Tunks.

$215.00 Pharrisburg, May 15th 1854

Fifteen months after date I promise to pay to the order of Bradley, Burnham, Lamb & Co Two hundred & fifteen dollars for value received, with ten per cent interest after maturity.

S. A. Tunks.

Union County Ohio
Com. Plea.

Chauncey H. Bradley,
John A Burnham
Sherman Finch
Henry Saunt,
John J. Burnham
& Peter Reiser, partners
doing business under
the firm name of
Bradley, Burnham, Saunt & Co.
pltffs

vs.

Samuel A Tunks &
Sarah Ann Tunks his
wife
Defendants.

Issue a Summons returnable according to law. Endorse thereon claimed $65.43 with ten per cent interest from November 1st 1854, and $309.00 with ten per cent interest from November 18th 1854 — & for the sale of mortgaged premises.

Finch & Critchfield
Pltffs attys.

I. B. 17

Bradley Burnham Sam'l & Co
vs
Samuel A. Funks &
L. A. Funks his wife

Order of Sale

Filed Feb. 20th 1856
Saber Randall Clerk

Recorded

Finch & Critchfield
for Plff.

Received this writ December 24th AD. 1855 and on the 17th day of January AD. 1856 I caused the within described real estate to be appraised by the oaths of John Elmore, Samuel Corwin and Norton Scott three freeholders of Union county.
Ordered an advertisement for the sale of the same to be published which was accordingly set up by the printer but before the publication of the paper an order was received from the Plaintiffs Attorney to return this writ without further process

Fees Service	.55
Mileage	.45
Calling Inquest	1.00
Appraisers fee	1.50
Copy of Appraisement	.50
Advertisement	25
Printers fee	25
Return	20
	$4.70

William H. Robb sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

Whereas at the April Term of the Court of Common Pleas continued and held for said County on the 11th day of April A.D. 1855 in a certain Cause in said Court therein pending wherein Bradley Burnham Lamt & Co were plaintiffs and Samuel A. Funks & S. A. Funks his wife defendants the Court ordered & decreed that you expose to sale the premises in the bill described as follows to wit Situate in said County of Union in the State of Ohio being part of Survey No. 3694 and bounded as follows beginning at a Stake on the corner of the School house lot on the Delaware & Bellefontaine road, thence east forty feet to a Stake, thence north to the center of Bokes creek thence west with the meanderings of the creek to a Stake in the center of the creek on the line of the original Survey 3694 thence on the line of said Survey to the place of beginning it being the lot on which S. A. Funks Steam Saw mill Stands adjoining the Town Plat of Pharisburg.

To said satisfy said plaintiffs in the Sum of Seven hundred and ~~four~~ seven dollars & eighty four cents with thereon from the 11th day of April A.D. 1855 until paid together with the costs in said cause taxed at $ also the accruing costs, and make due return of this writ in Sixty days

Witness Taber Randall Clerk of said Court at Marysville this 24th day of December A.D. 1855

Taber Randall Clerk

Bradley, Burnham,
Lamb & Co
vs
Saml. A. Funks

Amt claimed, $65.43
with ten per cent interest
from November 20th 1837
and $309.00 with ten
per cent interest from
November 18th 1837 & for
the sale of mortgaged
premises

Filed January 19 1855
James Downer Clerk

Paid for costs Jan 19 1855
A Matthews

Received this writ January 19th 1855
Served this writ at the residence of the within named defendant Saml. A. Funks
and made me by reading the same to the
Fees
Service 55
Mileage 40
Copy 20
1.15
William H. Wolf Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Samual A. Funks and Sarah A. Funks that they have been sued by Chuncy F. Bradley, John A. Burnham, Sherman Finch, Henry Lamb, John J. Burnham & Peter Keiser parties doing business under the firm name of Bradley, Burnham Lamb & Co. in the Court of Common Pleas of Union County, and that unless he answer by the Seventeenth day of February A. D. 1855. the petition of the said Pl Plaintiffs against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 29th day of January A. D. 1855.

Witness my hand, and the seal of said court this 17th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Samuel a Funks

To } Mortgage

Brady Burnham
Lamb & Co

Filed & Recorded this
1st day of Jan AD 1839
at 3 O'clock P.M.
in Book 2, pages
10 & 11

Wm M. Robinson
Recorder M. Co.

Fee 70 cts paid

Mortgage

fee paid

KNOW ALL MEN BY THESE PRESENTS,

THAT We Samuel A. Junks & Sarah A. Junks of the County of Union and State of Ohio, for and in consideration of the sum of One thousand two hundred dollars, to us in hand paid by C. F. Bradley John A. Burnham Sherman Finch Henry Lamb John J. Burnham & Peter Keyser Colving Bussdeserunder Finch & Bradley Burnham Lamb & C. of the County of Delaware 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 Sherman Finch Henry Lamb John J. Burnham & Peter Keyser their ~~his~~ heirs and assigns, forever, the following premises, situate in the County of Union and in the State of Ohio and ~~in~~ part of Virginia Military survey Three thousand six hundred & ninety four and bounded and described as follows:

Commencing at a stake on the corner of the schoolhouse lot on the Delaware & Bellfountain road thence running east forty feet to a stake thence north to the centre of Boxes Creek thence west with the meanderings of the creek to a stake in the centre of the creek on the line of the original survey three thousand six hundred ninety four thence on line of said survey to the place of beginning it being the lot on which S. A. Junks steam saw-mill stands adjoining the the town plat of Plainsburg

TO HAVE AND TO HOLD the said granted premises, with all the appurtenances and privileges to the same belonging, unto the said C. F. Bradley J. A. Burnham & Finch H. Lamb J. J. Burnham & Peter Keyser & to their heirs & assigns forever.

PROVIDED ALWAYS, and these presents are upon this condition, that, whereas said S. A. Junks

to the said Bradley Burnham Lamb & C. his Five notes of hand of even date herewith, for the payment of the following sum of money, at the time following: to wit Two hundred & ten dollars & ten cents payable three months from date — Three hundred & nine dollars payable six months after date — Three hundred & thirteen dollars, fifty cents payable nine months after date — Two hundred & twelve dollars payable twelve months after date Two hundred & fifteen dollars payable fifteen months after date

Now if the said S. A. Junks shall pay said several sums of money to said Bradley Burnham Lamb & C or their ~~or his~~ 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 S. A. Junks & Sarah A. Junks his wife hereunto set their hand and seal this 15 day of May in the year of our Lord one thousand eight hundred and Fifty four

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Jared C. Jewett

L. C. Elliott

Samuel A. Junks (S)

Sarah Ann Junks (S)

THE STATE OF OHIO, Union COUNTY, ss.

Before me, Jared C. Jewett a Justice of the Peace in and for said county, personally appeared the above named S. A. Junks & Sarah Ann Junks and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Sarah Ann Junks 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 voluntary sign, seal and acknowledge the same, and that she is still satisfied therewith.

Given under my hand officially, this fifteenth day of May A. D. 1854

Jared C. Jewett, J. P.

S. A. Funk

Note $210.10/100

due Aug 15/54

6.61

Nov 10th/54

Paid on the within

Seventy five dollars $75.00

Paid Nov. 30/54 Seventy five dolls

rec. on ~~[illegible]~~ J. W. Cherry 75.00

Sold By Kelton, Bancroft & Co.

$210 10

Lawrisburgh May 15th 1854.

I James Moffitt after date I promise to pay to the order of Douglas Burnham James & Co. Two Hundred & ten 2 Dollars and ten Cents, for value received. with ten per cent interest after maturity

J. A. Moffitt

No.

S. A. Funk

Note $309.00

due Nov 15/84.

6.60

Sold By Kelton, Bancroft & Co.

$ 309 00

Phoenixburgh August 18 1851.

Six Months after date I promise to pay

to the order of Bradley Kimball & Co

Three Hundred & Nine Dollars and — Cents, for value

received. with ten per cent interest after maturity

No. 1

S. A. Funks

Note

$313.50/100

due Feby 15/55-

6.58

Sold By Kelton, Bancroft & Co.

$313 50

Pittsburgh Pa May 15th 1854.

Nine Months after date I promise to pay

to the order of Bradley Burnham Lunt & Co.

Three Hundred & thirteen Dollars and fifty Cents, for value

received. With interest at ten pr cent after maturity

J. A. Lunt

No.

S. A. Luck
Note

$215.00

6.59
due aug 15/55

Sold By Kelton, Bancroft & Co.

$215.00

Harrisburgh May 15th 1854.

Fifteen Months after date I promise to pay to the order of Bradley Burnham Lamb & Co. Two Hundred & fifteen Dollars and ..... Cents, for value received. With ten per cent interest after maturity

V. A. Banks

No. .....

S. A. Funk
Note $212.00
due May 15/55-
6.54

Sold By Kelton, Bancroft & Co.

No. 212

Pleasantburgh May 15th 1857.

Twelve Months after date I promise to pay to the order of Bradley Burnham Lamb & Co. Five Hundred & Twelve Dollars and ___ Cents, for value received. With ten per cent interest after maturity

J. A. Burns

No. ___

Civil/Domestic Case File

Case No. 1855-CV-0009

No. 55-CV-9

Union Common Pleas Court.

George Sart, Plaintiff,

AGAINST

Samuel Breese, Defendant.

April 1855

JUDGMENT VS DEFENDANT

$249.00

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Record No. 7 Page 144

Ex. Doc. B Page 19

55 Law

George Gail
vs
Saml Bees

Cost bill made
for 2 - 3rd

Recorded

or bearer Two hundred and Forty four Dollars and Eighty eight cents for value received Dec 30th 1853 Saml Brees

"B"

$35 Summerville Nov 24 1854

Three days after date I promise to pay Geo Tait or order Thirty five Dollars for value received

Saml Brees

Endorsed on this last note is the following, "Received on the within Twenty two dollars and Twenty cents Jan 6th 1855"

Issue a Summons returnable according to law, Amt Claimed $257,88 int on $244,88 from Dec 30 1854, = & on $13. from June 6th 1855

To Clerk U Com Pleas

Conts & Porter Pltff Attys

January 18th 1855

55

Summons Com Pleas

Geo Tait

vs

Saml Brees

Civil Action

Filed January 18 1855

Jeremiah Summerville Clk

Conts & Porter

Court of Common Pleas Union County

Geo Tait Plaintiff
vs
Sam'l Brees Defendant

Petition

Plaintiff says there is due him from Defendant on the promissory note of Defendant, payable to Wm D. Mitchell or bearer and indorsed to Plaintiff a copy of which is hereto attached the sum of Two hundred & forty four & eighty eight cents, with interest from December 30th 1854.

2d Plaintiff says there is due him from Defendant on the promissory note of Defendant, given to Plaintiff a copy of which note is hereto attached, with its endorsements marked "B" the sum of thirteen dollars with interest from January 6th 1855

Whereupon Plaintiff asks judgement against Defendant for Two hundred and forty four dollars and Eighty eight cents with interest from December 30th 1854, and for thirteen dollars with interest from January 6th 1855, and for other proper relief

Coates & Porter Pltffs Attys

Union County Ohio

John L. Porter one of the attorneys in this case makes oath that the notes upon which suit is hereby brought are in his possession, and further says he believes the facts stated in this petition to be true

John L. Porter

Sworn to by John L Porter before me and signed by him in my presence

January 18th 1855 James Downer Clerk

Twelve months after date I promise to pay to Wm D. Mitchell

Geo Tait
vs
Saml Breese

Damages & costs

Filed April 10th 1835
John Randall Clerk

Geo Tait
vs
Saml Breese

Union County Common Pleas

Whereas Geo Tait is a nonresident of Union County, and whereas the Court on motion of J C Dougherty ruled the said Tait at the April term AD 1855 to give security for costs. Therefore ~~we~~ I David D Welsh ~~covenant~~ do ~~hereby~~ bind myself ~~ourselves~~ to and agree to stand good for all costs which may be rendered against said Tait D D Welsh

Apr 10th 1855

D. B. 19

UNION COMMON PLEAS.

George Tait

vs.

Samuel Bees

Fi. Fa. Lev. Fa. for costs.

Plaintiff's Cost. $

Defendant's Cost, $ 6 96

This Writ 70

7 66

Recorded

To January 28. A. D. 1860

Att'y.

Returned and Filed..... A. D. 1860

John Randall Clerk.

76

5 14

Rec'd $2.52 on the within 9 1860

Rec'd this writ on the 28 day of November 1859 and on the 12th day of May 1860 made the money in full

costs services — 85
mileage — 55
return — 10
$1 60

Abraham Miller Sheriff

Returned my fees on the writ. Miller, Sh'ff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Debt lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein

George Tait was

plaintiff, and

Samuel Bees

defendant, the costs of said Samuel Bees were taxed at Six dollars, and Ninety Six cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Samuel Bees

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 28th day of November A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

D. 03, 19

George Hart
vs
Samuel Bees

Debt $249.00
Costs 4.36
Ohio writ 70

Filed June 14th 1833
Calvin Mansfield Clk

Recorded

Received this writ May 4th AD 1833 and served the same June 14th 1833 & Received a Receipt from George Hart for the sum of one hundred & fifty dollars.
I then Levied on the following named goods & chattles (to wit) one gray mare and one set of double harness.
Took a bail bond for the delivery of the property
By order of the Plaintiffs Attorney this writ is returned without further process.

Fees Service	.35
Levy	.35
Bail bond	.50
Mileage	.60
Return	.10
	$1.90

William H. Robb Sheriff

Credited
on Docket
which See
Docket B,
page 20,

Fee $ Lewis
Recd 1-$15-2

Summerville May 10th 1855

Recd of Sam'l Barrs One hundred & fifty dollars to be credited on note Given to Wm D Mitchell for two hundred & forty odd dollars now left for Collection in Mary Green Union & with Coats & Porter

Geo. Fair
pr. G. D. Fair

$150.00

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 11th day of April A. D. 1855, George Tait

recovered against

Samuel Bells

as well as the sum of two hundred & forty nine dollars and

cents for his debt, as the sum of

dollars and cents, for

~~damages~~; as also the sum of $4,36 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 Bells

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 11th day of April A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 3d day of May A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

George Lait
vs
Samuel Brees

amount claimed
$257.88. with
interest on
$244.88 from
December 30th 1854
& on $13 from
Jany 6th 1855
Filed Jany 19th 1855
James Lowner Clerk

Coats & Porter
Attys for Plff

Received this writ January 18th A.D. 1855 - and served it
same day by leaving a certified copy thereof at the residence
of the within named Samuel Brees

Fees Service 55
Mileage 60
Copy 20
$1.13 William H. Robb - Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Samuel Bues that he has been sued by George Tait in the Court of Common Pleas of Union County, and that unless he answer by the 17th day of February A. D. 1855. the petition of the said George Tait against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 29th day of January A. D. 1855.

Witness my hand, and the seal of said court this 18th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0010

No. 55-CV-10

Union Common Pleas Court.

Thomas E. Lockwood
Plaintiff,

AGAINST

James Yearsley
Defendant.

April 1855

Settled.

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Record No. No Record. Page

Ex. Doc. Page

56 Law

Thomas E. Lockwood
vs
James Yearsley

56

Union Com Pleas

Thomas E Lockwood

vs

James Yearsley

Civil action

Foreclosure of Mortgage

Filed January 18th 1855

James Lum clk

Coats & Porter Attys

Settled & Costs paid

Costs

Court of Common Pleas Union County

Thomas E Lockwood Plaintiff
vs
James Yeursley Defendant

Petition

Plaintiff says that on the fifth day of May A D 1854, the defendant executed and delivered a deed of Mortgage conveying to Plaintiff the following property in Union County Ohio, part of Survey No. 829, bounded as follows beginning at a hickory sugar tree & ash, the original S.W. corner of the Survey, thence N. 8° 10. E. 85 poles to a Stake in the centre of the Delaware & Bellefontaine road, thence with said Road N. 72 E. 182 poles to a Stake in the centre of the road, & N. W. corner of P. Manchesters lot, now owned by Jno A Robbins, thence with his line S. 8 10 W. 162 poles to an Elm and ash, in the North line of the original Survey, thence with said North line to the beginning containing one hundred & Eighty two acres more or less, to secure the payment of a debt evidenced by his two promissory notes to Plaintiff, for twelve hundred & twenty five dollars, (both dated the said 5th day of May 1854, one payable September 15th 1854 with interest amount five hundred dollars; the other payable April 1st 1855: amount seven hundred & twenty five dollars, the last named note is not yet due, the first is due.

The Mortgage was recorded in the Recorders office of Union County, on the 17th day of May 1854, A copy of which mortgage, and the note now due with the endorsements thereon, are hereto attached.

Plaintiff further says that there is due upon the first note above described, the sum of two hundred & forty three dollars & twenty cents, with interest from the 29th day of December 1854.

Whereupon he asks judgement for two hundred & forty three dollars & twenty cents with interest from December 29 1854: for the sale of the mortgaged property to pay said debt and for such other & further relief as the case may demand.

Coons & Porter Attys for Pltff

Union County Ohio

J. L. Porter one of the attorneys in this case being sworn says that the mortgage and note upon which suit is hereby brought are in his possession, and that he believes the facts stated in the foregoing petition to be true.

J. L. Porter

Sworn to by J. L. Porter, before me and signed by him in my presence

January 18th 1855 James Lucas Clerk

Know all men by these presents, that we James Yeasley & Elizabeth Yeasley his wife of Union County Ohio in consideration of twelve hundred & twenty five dollars, to us paid by Thomas E Lockwood of same County, the receipt whereof is hereby acknowledged do hereby bargain sell & convey to the said Thomas E Lockwood heirs and assigns forever the following Real Estate viz Part of Survey No. 827 in said County, bounded as follows beginning at a hickory

Sugar tree & ash, the original S. W. corner of the Survey; thence N. 8. 10. E 85 poles to a stake in the centre of the Delaware & Belefontaine road thence with said road N. 72 E. 182 poles to a stake in the centre of the road & N. W. corner of P Manchesters lot now owned by Jno A Robbins thence with his line S. 8. 10. W. 162 poles to an Elm, cane ash in the South line of the original survey, thence, with said South line to the beginning containing one hundred & Eighty two acres more or less. Together with all the priveleges and appurtenances to the same belonging To have and to hold the same to the only proper use of the said Thomas E Lockwood, his heirs and assigns forever. Provided Nevertheless and these Presents are upon this condition that whereas the said James Yeasley is indebted to the said Thomas E Lockwood for the Price and value of said Premises and has given his two notes of this date to said Lockwood, payable as follows, one for five hundred dollars, the fif-teenth day of September next with interest & seven hundred & twenty five dollars with interest payable April first AD 1855, Now if said James Yeasley shall pay, or cause to be paid, the sums of Money aforesaid to the said Thomas E Lockwood or his assigns, when the same respectively become due with the interest, then these presents shall be void, otherwise to be and remain in full force, In witness whereof the said James Yeasley together with Elizabeth Yeasley who hereby releases her right and Expectancy of dower in said premises, hath hereto set their hand and seal, on this fifth day of May, in the

year of our Lord one thousand Eight hundred and fifty four

Signed sealed & Knowledged and delivered in presence of us
James W Robinson
James R Smith

James Yeasley (Seal)
Elizabeth Yeasley (Seal)

State of Ohio Union County ss

Be it Remembered that on this 5 day of May in the year of our Lord one thousand eight hundred & fifty four before me the subscriber a Justice of the Peace in & for said County personally came James Yeasly and Elizabeth Yeasley the grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed for the uses and purposes herein mentioned, & that the said Elizabeth Yeasly wife of the said James Yeasly being examined by me separate & apart from her said husband and the contents of said deed being by me made known & explained to her as the Statute directs declare that she did voluntarily sign seal and acknowledge the same, and that she is still satisfied therewith, as her act and deed for the uses and purposes therein expressed. In testimony whereof I have hereto ~~set my~~ subscribed my name and affixed my seal on the day & year last aforesaid

James Smith J.P. (Seal)

Copy of said Note

For value rec^d on the fifteenth day of September next I promise to pay Thomas E Lock wood or order five hundred dollars with interest May 5 1854

James Yeasley

upon said note are the following endorsements
to wit "Paid Oct 23d 1854 One hundred and
seventy five Dollars $175,00"
"Paid Oct 23/54 Ninety one 24/100 Dollars $91,24
"Paid Dec 29th/54 Six dollars $6 00

Issue a Summon in this Case returnable
according to Law

Amt Claimed $243,20 with
int from Dec 29/54
for foreclosure of a Mortgage

June 18th 1855

Coats & Porter Atty pltff

Thomas E Lockwood
vs
James Yeursley

Received this writ January 18th A.D. 1855
Served this writ January 19th A.D. 1855 by presenting a certified copy of this writ to the within named James Yeursly

Fees service 35
Mileage 50
Copy 20
$1.05

William H. Rolf Sheriff

Amount claimed $243.20 with interest from Dec 29 1854

Filed Jany 19 1855
James Thorn clerk

Coats & Porter
Attys for Plff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify James Yearsley *that he has been sued by* Thomas E Lockwood *in the* **Court of Common Pleas** *of Union County, and that unless he answer by the* 17th *day of* February *A. D.* 1855. *the petition of the said* Thomas E Lockwood *against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.*

You will make due return of this summons on the 29th *day of* January *A. D.* 1855.

Witness my hand, and the seal of said court this 18 *day of* January *A. D.* 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

April 9th 1835 paid James Turner for new Clerk his fees

Civil/Domestic Case File

Case No. 1855-CV-0011

No. 55-CV-11

Union Common Pleas Court.

John Eastrakin
Plaintiff,

AGAINST

Daniel Whitsel et al
Defendant.

June 1855

JUDGMENT VS DEFENDANT

Journal 5 Page 412

Record No. No Record. Page

Ex. Doc. Page

37 Illw

John Entrekin
vs
Daniel Whitsel Eliza
Whitsel & James S. Boggs

Record

57

Common Pleas, Union County.

John Entrekin

agt.

Daniel Whitsel, Eliza Whitsel, and James T. Boggs.

Petition.

Filed January 24 1855
James Lemmer clerk

Clark & Cooke,
Attorneys for Plaintiff

In the Court of Common Pleas, Union County, and State of Ohio.–

John Entekin, Plaintiff,
against
Daniel Whitsel, Eliza Whitsel, wife of said Daniel Whitsel, & James T. Boggs, ~~Robert Pennington, and John Whitsel~~, defendants,

Petition.

John Entekin, Plaintiff says, that on the 26th day of October A.D. 1853, he bargained and sold to said Daniel Whitsel, and on the 30th day of November next thereafter, conveyed together with Frances Entekin, the wife of the Plaintiff, to the said Daniel Whitsel the following premises, situate in the Counties of Union and Logan, in said State of Ohio, and bounded and discribed as follows, that is to say 1st Tract situate in Union County aforesaid and bounded as discribed as follows. Being part of Survey Number 12112, on a Military Warrant Number 6530, for the heirs of Elizabeth R. Worthington on the Waters of Rush Creek in the Virginia Military District, Beginning at a Stake North East Corner of said Survey from which a 30 inch Maple bears S. 84½ E. 22 links, the original Corner has Hickory, ash, and Maple: thence S. 78 W. 360½ poles to a Stake in the County line between Union and Logan Counties: thence South with the County line 215 poles to a Stake: thence N 78 E. 403½ poles to a Stake from which a 10 inch Buck bears N. 4 E 10 links and an 8 inch Buck bears S. 12½ E. 20 links; thence N. 12 W. 200 36/100 poles to the beginning, Containing Four hundred and Seventy Nine acres, and one hundred and thirty two poles of land, be the same more or less.

2nd Tract. Situate in Logan County, aforesaid,

and bounded and described as follows, Being part of Survey Number 12112 on a Military Warrant Number 6530 for the heirs of Elizabeth R. Worthington on the Waters of Rush Creek in the Virginia Military District, Beginning at a Stake in the North line of said Survey at a point where the County line between Logan and Union Counties passes through said North line, thence S. 78 W. 175½ poles to a Stake from which an 18 inch beech bears S. 4 W. 31 links and a 12 inch beech bears S. 64½ E. 22 links, thence S. 12 E. 202 $\frac{40}{100}$ poles to a Stake from which a Hickory bears S 79 E 7 links, thence S. 78 E 132½ poles to a Stake in the County Line aforesaid, thence North 215 poles to the beginning. Containing One hundred and Ninety four acres and One hundred and twenty Nine poles of land, be the same more or less.

The said deed for said first described land, situated in said County of Union, as aforesaid, is of record in said County, in Volume 17 pp 142 & 143, and the said deed for said second described piece or parcel of land, is of record in said Logan County, in Book 3 page 592, of the land records of Logan County, Ohio."

That said deeds contain the usual covenants of general Warranty, and the wife of plaintiff, joined him in said conveyances as aforesaid.

The plaintiff further says ~~that~~, that the consideration for said conveyances was as follows, for the first tract, consisting of 479 acres and 132 poles, as aforesaid, the sum of Two thousand three hundred and Ninety Nine dollars. For the second tract, consisting of One hundred and Ninety four acres 120 poles, the sum of Nine hundred and Seventy four dollars, Making, together the sum of $3373.00. That said Consideration Money was not paid at the time of said sale, or when said deeds were Executed, Notwithstanding it is expressed

in said deed, to have been "in hand paid", but that there still remains unpaid the last payment or installment of said Consideration Money, being the sum of Sixteen hundred and Eighty six dollars and fifty six Cents, with interest thereon from said 26th day of October 1853, which is evidenced by the promissory Note of said Daniel Whitsel, dated said 26th day of October 1853, and payable one year after date, to the plaintiff, or order, for said sum of Sixteen hundred and Eighty six dollars and fifty six Cents, with interest from date, a Copy of which said promissory Note is hereto attached marked (A).

The plaintiff further says, that on the 8th day of January A.D. 1855, the said Daniel Whitsel, together with his wife, the said Eliza Whitsel, Executed and delivered to the said defendant, Jamy T. Boggs, ~~Robert Pennington, and John Whitsel~~, two Certain Mortgages, one upon each of said tracts or parcels of land, to secure Certain Moneys therein stated, and that said Mortgages have been recorded, in said Counties, one in said Union County, and the other in said Logan County, but the plaintiff does not know the book or page, where so recorded in either of said Counties. That said Mortgagee, at the said time of the Execution of said Mortgages, and before, had Notice of, and knew the fact, that there was still due the plaintiff of said purchase Money, said sum of Money evidenced by said promissory Note, and that said Note had been given for, and constituted evidenced a part of said purchase Money, Notwithstanding any Expressions in said deed of plaintiff as to the receipt of said purchase Money.

And the plaintiff further says, that he did not at the time of his said sale, or conveyance, or at any other time since take a Mortgage or other security for his said balance of purchase money, than the said promissory note of the said Vendee, and therefore claims his lien as Vendor of said premises.

Whereupon the plaintiff asks judgment for One Thousand, Six hundred and Eighty Six dollars and fifty Six Cents, with interest from the 26th day of October A.D. 1853, and that said premises may be sold to satisfy the same, and for other proper relief.

Clark & Cooke
Atty's for plaintiff

Copy of note referred to in foregoing petition, as being marked — A.

"One year after date I promise to pay to John Entrekin, or order, Sixteen hundred and Eighty six dollars fifty six cents, for value received, this 26th day of October 1853, with interest from date.
$1686.56 Daniel Whitsel."

Pike County, Ohio.

William W. Entrekin, being sworn says, that he is the agent of the plaintiff, John Entrekin, in this behalf, and that he believes the statement of the foregoing petition to be true; and that the reason why this affidavit is not made by the plaintiff, is that said plaintiff is absent from the State of Ohio at this time; and that said petition is founded upon a written

instrument for the payment of money only, which is in his possession.

Wm. W. Entekin

Sworn to by William N. Entekin before me, and by him subscribed in my presence, this 19th day of January A.D. 1855.

Angus L. Fullerton

Clerk of the Court of Common of Ross County, Ohio.

John Entekin, plaintiff,
against
Daniel Whitsel, Eliza Whitsel, & James T. Boggs, ~~Robert Pennington, and John Whitsel~~ defendants,

Praecipe.

Issue a Summons directed to the Sheriff of Ross County, against Daniel Whitsel & Eliza Whitsel, ~~Robert Pennington, and John Whitsel~~, and a Summons directed to the Sheriff of Pickaway County against James T. Boggs, returnable according to law.

Amount claimed $1686.56, and interest from October 26: 1853.

Clark & Cooke
Att'ys for plaintiff

To the Clerk of the Court of Common Pleas Union County, Ohio — January 19th 1855.

Chillicothe Jany. 19/55.

Clerk of Union Com. Plea,

Dr Sir:

Enclosed herewith we send Petition in the case of John Entrekin vs Daniel Whitsel and others. Please mark it filed upon its receipt, & issue upon it, as requested in the precipe.

The Suit is brought to enforce a Vendor's lien upon property in your County, and Logan. The Case is a plain one, and will not be resisted we presume, as we have Conversed with all the parties, and they acknowledge the justness of the Claim. Mr. Boggs the Mortgagee, admits the fact of Notice, which gives our Claim priority over his Mortgage. There will be no risk about the Costs, as the property is bound & will, unless the Claim is paid, be sold. If however you prefer having the Costs, advanced or secured, do not delay issuing, but send us a Note stating the amount you wish, & we will remit to you at once. We are acquainted with Mr. Otway Curry of your place, who will tell you, we presume, that what we say can be relied upon. There

will be no difficulty about the service of the writs, we presume, as Mr. Entrekin is known to the Sheriffs of both Ross, and Pickaway Counties. We will see to that here, and may perhaps write to the Sheriff of Pickaway, or see Mr. Entrekin to see him. Please acknowledge receipt.

Yours truly
Clark & Cooke

P.S. Please send both writs directly to us, and we will see ourselves that they are served and returned

C. & C.

Chillicothe Apl. 5: 1855.

Clerk of Com. Pleas
Union County, Ohio.

Dr. Sir:

The Case of John Entrekin vs Daniel Whitsel and Eliza Whitsel, and James T. Boggs, to enforce Vendor's lien, has been settled by the parties, and is to be dismissed at the defendants Costs. No record to be made.

Please send us your Cost bill and we will send you the money, as Mr. Wm. W. Entrekin, the agent of plaintiff, has in his hands the money to pay the Costs - the same being held by him for that purpose.

Yours Very truly
Clark & Cooke
Atty's for plaintiff

We, Daniel Whitsel and Eliza Whitsel, defendants within named, hereby acknowledge service of the within Summons, and enter our appearance in said action. January 29th 1855.

Daniel Whitsel

Eliza B. Whitsel

John Entriken
vs
Daniel Whitsel
Eliza Whitsel &
James T Boggs

Amount claimed
$1686.56, and
interest from October
26 1853

Filed Jany 31 1855
James Lowmen clerk

Clark & Cooke
Attys for Plff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Ross COUNTY, GREETING:

You are commanded to notify Daniel Whitsel Eliza Whitsel & James I Boggs that they have been sued by John Entreken in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of February A. D. 1855 the petition of the said John Entreken against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 24th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

John Entriken
vs

Daniel Whitsel
Elizee Whitsel &
James T Boggs

Amount claimed
$1686, 56, and
interest from October
26th 1853

Filed Jany 31st 1855
James Lowner Clerk

Clark & Cooke
Attys for Plff

I, James T. Boggs, one of the defendants within named, hereby acknowledge service of the within Summons, and waive any objections in said action, January 29: 1855. Jas. T. Boggs

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Pickaway COUNTY, GREETING:

You are commanded to notify James J Boggs. Daniel Whitsel & Elizee Whitsel that they have been sued by John Entreken in the Court of Common Pleas of Union County, and that unless they answer by the 24th day of February A. D. 1855. the petition of the said John Entreken against ~~him~~ them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 24th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0012

Civil/Domestic Case

1855-CV-0012

located with

District Court Case

1855-DC-0002

Civil/Domestic Case File

Case No. 1855-CV-0013

Civil/Domestic Case

1855-CV-0013

located with

District Court Case

1855-DC-0003

Civil/Domestic Case File

Case No. 1855-CV-0014

No. 55-CV-14

Union Common Pleas Court

Columbus, P. & I. R. R. Co.
Plaintiff,

against

William Orr
Defendant.

JUN TERM 1858

Discontinued

Journal 6 Page 343

Record No. No Record. Page

Ex. Doc. Page

Law

Col. P. & Ion R.R.

vs.

Wm Orr

I. 6 p 343

D. 6, 300

to be paid in two years from date March 15 1851 -
John B. Hager has subscribed his Mill property
and land belonging to him with improvements
at the appraised value of 2. or 3 persons -
We the undersigned this day appraised the
within named Mill property of J. B. Hager at the
hundred Dollars March 27 - 1850

Jeremiah Sleeper } appr
Charles H. Sleeper }

Col. Pegues Sold
R.P.
to
Wm Orr
Petition

To Clk. Sess Court
Amt claim $105.00 with
Int from 1/52
Ann V. Hall
Left Atty

Filed Jany 25 - 1855
James Lee Clerk

The Columbus Pigua and Indiana Rail Road Company Plaintiff against Williams Orr - defendant	Court of Common Pleas of Union County Ohio Petition

The ~~[illegible]~~ plaintiffs say that they long before the first day of July A D 1850 were duly organized and became and were and ever since have been incorporated under the laws of Ohio and on or about the 4 day of July A D 1850 the defendant subscribed a certain agreement and set opposite to his name thereon the sum of One Hundred - dollars and which agreement so subscribed was in substance as follows

The undersigned agree and hereby obligate to pay to the treasurer of the Columbus Pigua and Indiana R R Co the several sums set opposite our names to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign County to Pleasant Valley ~~[illegible]~~ a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign County and Pleasant Valley. Subscriptions of shares to be in sums of fifty dollars each July 4 A D 1850

A copy of which said agreement is hereunto annexed

And the plaintiff further avers that they duly performed all the conditions in said agreement mentioned on their part And the said defendant in consideration thereof promised to pay the plaintiff for said stock so subscribed according to the terms and stipulations of said agreement

The plaintiffs by their directors on or before the 1st day of August 1854 required said defendant (and other subscribers for stock) as aforesaid to pay up said stock and subscriptions in installments and at the times and places following: ten per cent on or before the first day of October 1854. and ten per cent every sixty days thereafter to be paid to John R. Hilliard at O Donis Store in Pleasant Valley Madison County. Ohio of all which the said defendant had due notice and was requested to comply with said requisitions and to pay said instalments as aforesaid

although more than sixty days transpired after said payment required as aforesaid the said defendant neglected and has ever since neglected to pay any or either of said installments or any part thereof whereby and action hath accrued to the plaintiffs for the same and five percentum penalty thereon

The plaintiffs therefore pray judgment for the amount of said subscriptions to wit one hundred dollars and also ten dollars said five percentum penalty with interest from the said time when the subscriptions should have been paid

Swan & Andrews
Pltffs Attys

The State of Ohio
Trumbull County ss. I, John R. Williams do make
solemn oath that I am the duly authorized agent of
the within named plaintiffs; and that I believe the facts
stated in the within ~~[illegible]~~ petition to be true.
Sworn to before me and subscribed
in my presence this 19 day
of December AD 1854

John R. Williams

A. D. Adams
Notary Public

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Piqua and Indiana R Road Co the several sums set opposite our names to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign County and Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley. Subscriptions of shares to be in sums of fifty dollars each. July 4th 1850

Subscriptions of shares to be in sums of fifty dollars Each July 4th - 1850 -

Names

Elijah Britton	$100.00	I. C. Mitchell	$100.00
Samuel C. Robinson	200.00	Garrit Harris	50.00
Charles Converse	200.00	John Harris	50.00
Aro Converse	100.00	Geo. Harris	50.00
Ira S. Britton	50.00	Wm Orr	100.00
Abner Britton	150.00	John Talley	150.00
Aaron S. Doolittle	50.00	D. M. Robinson	50.00
Lyman Gleason	100.00	Thomas Robinson	200.00
David Halycraft	200.00	Wm M. Robinson	100.00
John Mitchell	100.00	I. C. Sherwood	100.00
Solon Hemingway	100.00	Leonard Bliss 10 shs.	500.00
Moses Patrick	50.00	to be paid in 2 years from	
Moses P. Rice	100.00	date Sept. 3. 1850	
E. C. Smith	500.00	James Kitson on one	50.00
Orson Smith	500.00	share to be paid in two	
Rufus Mitchell	50.00	years from date Nov. 19/50	
John T. Robin	100.00	Wm B. Hager	50.00
Samuel Jager	100.00	Lyman Gleason on shares	50.00
Joseph H. Robinson	100.00	Benj Linkliam	200.00
Joel Talley	50.00	Daniel Kent	50.00
James M. Andrews	50.00	Geo. Stephens 100 25/50	100.00
I. C. Talley	50.00	payable in two years from date	
Adam Brown	50.00	A. R. Mitchell	100.00
James Robinson	300.00	Hiram Kent	200.00
A. B. Parmenter	50.00	A. P. Robinson	50.00
C. H. Converse	150.00	John G. Mitchell	100.00
I. N. Beach	50.00	James Robinson to be pd	200.00
Elias Talley	100.00	in two years from date Dec 12/50	
Joseph Harris	50.00	L. McCampbell	50.00
I. S. Cunklin	50.00	John Russell	50.00
James Martin	100.00	E. N. Barlow	100.00

Col Pique & Ind
R R. Co
vs
William Orr

Amount claimed
$105.00 with interest
from Jany 1st 1852

Filed Feby 1st 1855
James Lynn clerk

Curry Robinson &
Cole
Atty for Plff

Received this writ January 25th 1855 & same the
January 31st 1855 by leaving a certified copy of this writ at the
residence of William Orr

Fees & service 35
Copy 20
Mileage 35
70

William H. Roff Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify William Orr that he has been sued by the Columbus Piqua & Indiana Rail Road Co in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of February A. D. 1855. the petition of the said Columbus Piqua & Indiana Rail Road, Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 25th day of January A. D. 1855.

James Downer

Clerk of the Court of Common Pleas of Union County.

Col. Pequa & Ga. R. R.

v

William Orr

Answer

Filed February 24th 1855

Saben Randall clerk

Hamilton & Lincoln

Attorneys

Columbus Piqua & Indiana } Court of Common Pleas
Railroad Company plaintiff } Mercer County Ohio
against } Answer.
William Orr defendant }

The defendant answers to the petition that the plaintiff never did and has not to this day complied with the conditions of the agreement therein set out, as is alleged in said petition, and for this denies the right of the plaintiff to recover in the action.

The defendant for a further ground of defense against the right of the plaintiff to recover the said sums of one hundred dollars and five dollars with the interest thereon — answers to said petition:

No. 1. That it was the intention of the defendant to subscribe to said agreement, opposite his name therein, the sum of fifty dollars; but that the plaintiffs agent insisted that the defendant should write opposite his name the sum of one hundred dollars; and promised the defendant then and there that if he would do so, he, the said agent of the plaintiff, would alter it to fifty dollars thereafter, and the defendant, relying on the said agent of the plaintiff, to alter said sum as he promised, and believing he would so alter it, did write opposite to his name the sum of one hundred dollars; and for this the defendant denies the right of the plaintiff to recover more than the sum of fifty dollars, and five percent thereon and interest thereon.

Hamilton & Lincoln defs attorney

Mercer County State of Ohio, SS.

William Orr being duly sworn says that he believes the statements in the foregoing answer to be true. Wm Orr

Sworn to and subscribed before me this February 24 1855. William Orr
Garrett Harris J.P.
in and for Mercer County Ohio

Civil/Domestic Case File

Case No. 1855-CV-0015

No. SS-CV-15

Union Common Pleas Court

Columbus & P. & I. R. R. Co
Plaintiff,

against

David Holycross
Defendant.

JUN TERM. 1858

Discontinued

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Record No Record. Page

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Law 60

Col. P. & Ind R.R. Co
vs
David Holycroft

J. 6 p 343
L. 6, 290

John B Hager has subscribed his Mill property and land belonging to him with improvements at the appraised valuing 3 on the premises

We the undersigned did on oath appraise the within named Mill property of J B Hager at Stone Bridge Dallas Nov the 27th 1850

Samuel Lenning
Chas H Adams } Appr

60

Col Pegues Fed
R.R.

v

Mark Holycroft
Petition

To Clk. Assessment
Amt claim $210.63
with interest from Jan
1st 1852

Ann T Moore
Atty

Filed Jany 25 1855
James Simms Clerk

The Columbus Piqua and Indiana RR Co
Plaintiff
against
David Hayes
Defendant

Court of Common Pleas of Union County Ohio

Petition

The plaintiffs say that they long before the first day of July A D 1850 were duly organized and became and were and ever since have been incorporated under the laws of Ohio and on or about the 4th day of July A D 1850 the defendant subscribed a certain agreement and set opposite to his name thereon the sum of Two Hundred dollars and which agreement so subscribed was in substance as follows

The undersigned agree and hereby obligate to pay to the treasurer of the Columbus Piqua & Indiana RR. the several sums set opposite our names to paid in accordance with the general law on the subject

These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union counties as far as from the east line of Champaign county to Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley

Subscriptions of Shares to be in sums of fifty dollars each

July 4th A D 1850

A copy of which said agreement &c is hereunto annexed

and the plaintiff further avers that they duly performed all the conditions in said

agreement mentioned on their part and the said defendant in consideration thereof promised to pay the plaintiff for said stock so subscribed according to the terms and stipulations of said agreement. The plaintiffs by their directors on the 1st day of August A.D. 1851 required said defendant — and other subscribers for stock — as aforesaid to pay up said stock and subscriptions in installments made at the times and places following: ten per cent on or before the 1st day of October 1851. and ten per cent every sixty days thereafter to be paid to John R. Sullivan at Olentangy in Pleasant Valley ~~Franklin~~ Madison County Ohio of all which the said defendant had due notice and has neglected to comply with said requisitions and to pay said installments as aforesaid —

although more than sixty days transpired after said payments were required as aforesaid the said defendant neglected and has ever since neglected to pay any or either of said installments or any part thereof whereby an action hath accrued to the plaintiffs for the same and five per centum penalty thereon

The plaintiffs therefore pray judgment for the amount of said subscription to wit Two Hundred dollars and also Ten — — dollars said five per centum penalty with interest from the said time when the subscriptions should have been paid

Swan & Andrews
pltffs Attys

The State of Ohio Franklin County ss

I John R Hilliard do make solemn oath that I am the duly authorized agent of the plaintiffs in the premises &c and that I believe the facts stated in the within petition to be true.

Sworn to before me and signed in my presence this 19 day of December A.D. 1854

Wm R. Hilliard

A. D. Adams
Notary Public

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Piqua and Indiana R R Co the several sums set opposite our names to be paid in accordance with the general law on the subject.

These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign County Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley. Subscriptions of Shares to be in sums of fifty dollars. July 4th 1850

Subscriptions of shares to be in sums of fifty dollars each July 4 - 1850

Stacks

Elijah Britton	$100.00	L. C. Mitchell	$100.00
Saml H. Robinson	200.00	John Caldwell	100.00
Chas Cameron	100.00	Lemuel Harris	50.00
Ira L. Britton	50.00	Geo Harris	50.00
Abner Chapman	150.00	John Harris	50.00
Aaron Goodrich	50.00	Wm Orr	100.00
Lewis Sheldon	100.00	John Tally	150.00
Benjo Haleycross	100.00	J. H. Robinson	50.00
Jno. Mitchell	100.00	W. H. Robinson	100.00
Salm. Sherrington	100.00	Thos Robinson	200.00
Moses Patrick	50.00	L. C. Sherwood	100.00
Moses P. Rice	100.00	Leonard Bligh 10 shares to be paid in 2 years from date	500.00
E. C. Smith	500.00	Sept 13 - 1850	
Orson Smith	500.00	Saml Litch $50 on one share to be paid in two years from date Nov 15 - 1850	50.00
Ruf Mitchell	50.00	W. B. Hager	
John S. Lotzin	100.00	Lewis Sheldon on share	50.00
Michael Lotzin	100.00	Rufus Linsthum	200.00
Saml Lotzin	100.00	Daniel Kent	50.00
Joseph H. Robinson	100.00	Geo Stephens	100.00
Saml Tally	50.00	Nov 25/50. pay two years from date	
Jno M. Andrews	50.00	A. R. Mitchell	100.00
L. C. Tally	50.00	Hiram Kent	100.00
Adam Brown	50.00	A. R. Robinson	50.00
James Robinson	100.00	John G. Witcroft	100.00
A. B. Parmenter	50.00	Jas Robinson to be paid in two years from date Dec - 12 - 1850 -	200.00
C. H. Cameron	150.00		
L. A. Beach	50.00	L. McCampbell	50.00
Elias Tally	100.00	John Russell	50.00
Joseph Hawn	50.00	E. H. Bonham	100.00
J. L. Conklin	50.00	to be paid in 2 years from date	
Jas Martin	100.00	Nov 15 - 1850	

Col. Pogue & Md
R R Co
vs

David Holycross

Amount claimed
$210.00 with int
from Jany 1st 1852
Filed July 1st 1855
James Linn clk

Curry Robinson & Cole
Attys for Plff

Received this writ January 25th 1853 and duly served
January 31st 1853 by leaving a certified copy of this writ
at the residence of David Holycross

Fees Service 35
Copy 20
Mileage 6
$1.13

William A. Roth Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify David Holycross that he has been sued by the Columbus Piqua & Indiana Rail Road Co in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of February A. D. 1855 the petition of the said Columbus Piqua & Indiana Rail Road Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 25th day of January A.D. 1855.

James Turner Clerk

Clerk of the Court of Common Pleas of Union County.

Balt. & Pigua R.R. Co.
v
David Holycrosts
~~Petition~~
Answer

Filed February 24th 1855
John Randall clerk

J. Hamilton & Son
Attorneys

Columbus Piqua & Indiana Railroad Company plaintiff against David Holycroft defendant	Court of Common pleas Union County Ohio Answer

The defendant answers to the petition that the plaintiff never did and has not to this day complied with the conditions of the agreement therein set out as is alleged in said petition, and for that denies the right of the plaintiff to recover in the action

Hamilton & Lincoln
defendants Attorneys

Union County State of Ohio ss
David Holycroft being sworn says that he believes the statement in the foregoing answer to be true.

David his × mark Holycroft

Sworn to before me and signed by David Holycroft in my presence this February 24th 1855

Lafer Randall Clerk
of C. P. of U. Co.

Civil/Domestic Case File
Case No. 1855-CV-0016

No. SS-CV-16

Union Common Pleas Court

Columbus P. & R. R. Co
Plaintiff,

against

John Mitchell
Defendant.

JUN TERM. 1858

Journal 6 Page 343

Record No. No Record Page

Ex. Doc. C Page 292

Col. Pequabuck
R. R. Co.
vs
John Mitchel

I. 6. p. 343
D. 6. p 292

To be paid in two years from date Bond 1st 1851
John B. Hopkins has subscribed his hand & seal
and has caused to be copying to claim with indorsements
at the expense of plaintiff of 2 or 3 pence
For the undersigned this day appeared the
within named John Michell & acknowledged the
within bond to be his act & deed March 22 1851
Before me Clement
Charles H Calloway } J.P.

Col Pegram & Ind.
RMC
v
John Michell
petition

To Clk Issue Summons
returnable to [illegible] dem $105 & int [illegible] from
Jan 1/52 Wm & Andrew

Filed Jany 25 1855
James Turner Clerk

The Columbus Pigua and Indiana Rail Road Company Plaintiff against ~~Lunkhiser Champaign~~ ~~Defendant~~ John Michael	Court of Common Pleas of Union County Ohio Petition

The plaintiffs say that they long before the first day of July A.D. 1850 were duly organized and became and were and ever since have been incorporated under the laws of Ohio and on or about the 4th day of July A.D. 1850 the defendant subscribed a certain agreement and set opposite to his name thereon the sum of one hundred dollars and which agreement so subscribed was in substance as follows

The undersigned agree and hereby obligate to pay to the Treasurer of Columbus Pigua and Indiana R.R. the several sums set opposite our names to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union counties as far as from the east line of Champaign County to Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley Subscriptions of shares to be in sums of fifty dollars each. July 4 A.D. 1850

A copy of which said agreement is hereunto annexed And the plaintiff further avers that they duly performed all the conditions in said agreement mentioned on their part and the said defendant in consideration thereof promised to pay the plaintiff for said stock so subscribed according to the terms and stipulations of said agreement

The plaintiffs by their directors, on the first day of August 1851 required said defendant (and other subscribers for stock) as aforesaid to pay up said stock and subscriptions in installments and at the times and places following: ten per cent on or before the first day of October 1851. and ten per cent every sixty days thereafter to be paid to John R. Hilliard at Williamstown in Pleasant Valley ~~township~~ Chudion County Ohio of all which the said Defendant had due notice and was requested to comply with said requisition and to pay said installments as aforesaid — — —

Although more than sixty days transpired after said payment required as aforesaid the said defendant neglected and has ever since neglected to pay any or either of said installments or any part thereof whereby an action hath accrued to the plaintiffs for the same and five per centum penalty thereon

The plaintiffs therefore pray judgment for the amount of said subscriptions to wit ~~One hundred~~ dollars and also $500 dollars said five per centum penalty with interest from the said time when the subscriptions should have been paid

Swan & Andrews
pltffs Attys

The State of Ohio Butler County ss

I John R Hilliard do make solemn oath that I am the duly authorized agent of the within named plaintiffs in the premises &c and that I believe the facts stated in the within petition to be true

John R Hilliard

Sworn to ~~before~~ me and subscribed in my presence this 13 day of December AD 1874

N D Adams
Notary Public

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Piqua and Indiana R Road to the several sums set opposite our names to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign County and Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley

Subscriptions of shares to be in sums of fifty dollars each. July 4th 1850

Subscriptions of Shares to be in Sums of fifty dollars Each July 4th 1850.

Names

Elijah Britton	$100.00	James Horton	$100.00
Samuel S. Robinson	200.00	J. C. Mitchell	100.00
Charles Cameron	200.00	John Caldwell	100.00
Asa. Cameron	100.00	Garrett Harris	50.00
Jas L. Britton	50.00	John Harris	50.00
Abner Chapman	150.00	Geo. Harris	50.00
Aaron D. Stoddard	50.00	Wm Orr.	100.00
Lyman Leland	100.00	John Lolley	150.00
Eugene Haleycross	100.00	S. M. Robinson	50.00
John Mitchell	100.00	Wm M. Robinson	100.00
Solon Armington	100.00	Thomas Robinson	200.00
Moses Patrick	50.00	J. C. Sherwood	100.00
Moses P Rice	100.00	Leonard Bliss 10 shares	500.00
E. C. Smith	500.00	to be paid in two years from date Sept 3 1850	
Orson Smith	500.00	James Ritch	50.00
Ralph Mitchell	50.00	one share to be paid in two years from date Nov 19-1850	
John L. Sabin	100.00	W. B. Hager	50.00
Samuel Sager	100.00	Lyman Leland one share	50.00
Michael Sager	200.00	Benj Linkham	200.00
Joseph H Robinson	100.00	Daniel Kent	50.00
Carl Lolley	50.00	Geo Stephens	100.00
Adam Brown	50.00	Nov 19 1850 payable 2 years from date	
L. C Lolley	50 00	A. R. Mitchell	100.00
James M Andrews	50.00	Simon Kent	300.00
James Robinson	200.00	A. B. Robinson	50.00
A B. Parmenter	50.00	John L. Witcroft	100.00
C. H. Cameron	150.00	James Robinson to be paid in two years from date Dec 12-1850	200.00
J. N. Beach	50 00		
Elias Lolley	100.00	L. McCampbell	50.00
Joseph Haven	50.00	John Russell	50.00
J. S. Cauklin	50.00	E. W. Bowen	100.00

Col Pegue & Ga R.R.,
v
John Mitchel

Answer

Filed February 24th 1853
John Randall clerk

Hamilton & Lincoln

Columbus Piqua & Indiana Rail road Company plaintiff
against
John Mitchel defendant

Court of Common Pleas
Union County Ohio
Answer.
~~Petition~~

The defendant answers to the petition that the plaintiff never did, and has not to this day, complied with the conditions of the agreement therein set forth, as is therein alleged, and for that denies the right of the plaintiff to recover, in this action.

Hamilton & Lincoln
defendants attorneys

Union County State of Ohio. S.S.
John Mitchell being duly sworn says that he believes the statements of the foregoing Answer to be true

John Mitchell

Sworn to before me and signed by John Mitchel ~~before me~~ in my presence this February 20, 1855

Laban Randall Clerk
of C P of U. C.

Columbus Prince
& Indian R. R. Co
vs

John Mitchell

amount claimed
$105.00 with interest
from Jany 1st 1852

Filed July 1st 1855
James Lane Clk

Curry Robinson &
Cole
Atty for Plff

Received this writ January 25th 1855 and served the same
January 31st 1855 by leaving a certified copy of this writ at the
residence of John Mitchell

Fees Service $5
Copy 20
Mileage $1.00
Return 10
$1.75 William H. Reid Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify John Mitchell that he has been sued by the Columbus Piqua & Indiana Rail Road Co in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of February A. D. 1855. the petition of the said Columbus Piqua & Indiana Rail Road Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 23rd day of January A. D. 1855.

James Irwin Clerk

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0017

No. 55-cv-17

Union Common Pleas Court

Columbus, P. J. R. R. Co.
Plaintiff,

against

Benjamin Pinkham
Defendant.

JUN TERM 1858

Discontinued

Journal 6 Page 843

Record No Record. Page

Ex. Doc. C Page 294

Col Pig & Ind Co
Co.
vs
Benj. Pinkum

L. 6, p 343
L. 6, p 294

no record

63

Col. Pique v. Indiana RR Co

v

Benjamin Inkham

Petition

To Clk: Issue summons
Amt. claimed $220.00
with interest from June 1
1852

Wm V Andrews
Plffs Atty.

Filed January 25 1855
James Lynn clerk

Defendants appeared and
moved for a further time
to plead which motion
the court sustained
the defendants to
plead within twenty days
and P. B. Napier admitted
Dec. 24 1855

Attest Clerk
Chas H Adams

The Columbus Piqua & Indiana Rail Road Company plaintiffs
against
Benjamin Inkham defendant

Court of Common Pleas of Union County Ohio
Petition

The plaintiffs say that they long before the first day of July AD 1850 were duly organized and became and were and ever since have been incorporated under the laws of Ohio; and on or about the fourth day of July AD 1850 the defendant subscribed a certain agreement and set opposite to his name thereon the sum of two hundred dollars and which agreement was in substance as follows:

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Piqua and Indiana Rail Road Company the several sums set opposite our names to be paid in accordance with the general laws on the subject These subscriptions payable only on these conditions: that the said road be constructed on the line as near as practicable thereto between Madison & Union Counties as far as from the East line of Champaign County to Pleasant Valley and that a Depot be erected at that point and that the money so subscribed be expended between the East line of Champaign and Pleasant Valley Subscriptions of shares to be in sums of fifty dollars each. July 4 1850 A copy of which said agreement so is hereunto annexed

And the plaintiffs further aver that they duly performed all the conditions in said agreement mentioned on their part; and the said defendant in consideration thereof promised to pay the plaintiffs for said stock so subscribed according to the terms and stipulations of said agreement. The plaintiffs by their directors on the first day of August AD 1851 required said defendant (and other

subscribers for stock) as aforesaid to pay of said stock and subscription in installments and at the time and places following to wit: ten per cent. on or before the 1st day of October AD 1851 and ten per cent every sixty days thereafter to be paid to John R Hilliard at O Davis' Store in Pleasant Valley ~~Ohio~~ Hardin County Ohio of all which the said defendant had due notice and was requested to comply with said requisition and to pay said installments as aforesaid

Although more than sixty days transpired after the payments were required as aforesaid the said defendant neglected and has ever so neglected to pay any or either of said installments or any part thereof whereby an action hath accrued to the plaintiffs for the sum and five per cent. penalty thereon.

The plaintiffs therefore pray judgment for the amount of said subscription to wit two hundred dollars and also ten dollars said per centum penalty with interest from the time when said subscription should have been paid

Thos J Aiden
Pltffs Atty

The state of Ohio Franklin County ss

I John R. Hilliard do make oath and say that ~~the~~ is the Superintendent of the plaintiffs Rail Road and the agent of the plaintiffs in the premises and that the matters and facts stated in the above petition are true as he believes

Sworn to before me and signed in my presence this 13 day of December AD 1854

John R. Hilliard

A D Williams Notary Public

Copy of agreement referred to in petition

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Pequea & Indiana Rail Road Company the sevrae sums set opposite our names to be paid in accordance with the general law ~~upon~~ the subject. These subscriptions payable only on these conditions: That the said Road be constructed on the line or as near as practicable thereto between Madison & Union Counties as far as from the East line of Champaign County to Pleasant Valley and that a Depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley

Subscriptions of shares to be in sums of fifty dollars each July 4 - 1850

Stamford

Elijah Britton	$100.00
Samuel D. Robinson	200.00
Charles Converse	200.00
Asa Converse	100.00
Sa. L. Britton	50.00
Abner Chapman	150.00
Amorand Goodrich	50.00
Lyman Selleck	100.00
Lewis Halycross	200.00
John Mitchell	100.00
Solan Hermington	100.00
Moses Patrick	50.00
Moses P. Rice	100.00
E. C. Smith	500.00
Orson Smith	500.00
Ralf Mitchell	50.00
John L. Labin	100.00
Samuel Lapp	100.00
Michael Lapp	200.00
Joseph H. Robinson	100.00
Saul Talley	50.00
James M. Andrews	50.00
L. C. Talley	50.00
Adam Brown	50.00
James Robinson	200.00
A. B. Parmenter	50.00
C. A. Converse	150.00
I. A. Beach	50.00
Elias Talley	100.00
Joseph Barron	50.00
J. L. Carpenter	50.00
James Martin	$100.00
L. C. Mitchell	100.00
Garrit Harris	50.00
John Harris	50.00
Geo. Harris	50.00
Wm Orr	100.00
John Talley	150.00
C. M. Robinson	50.00
W. M. Robinson	100.00
Thomas Robinson	200.00
L. C. Sherwood	100.00
Leonard Bliss 10 shares to be paid in two yrs from date Sept 3. 1850	500.00
James Ketch or one share to be paid in 2 yrs from date Nov 19/50	50.00
W. B. Hafer	50.00
Benj Lindhorn	200.00
Daniel Rent	50.00
Geo Stephens	100.00
Nov 25-1850 payable 2 yrs from date: A. R. Mitchell	100.00
Simeon Rent	500.00
A. P. Rolumson	50.00
John L. Witcroft	100.00
James Robinson	200.00
to be paid in two yrs from date Dec 12/50 L. McCampbell	50.00
John Russell	50.00
E. N. Barlow	100.00
to be paid in 2 yrs from date March 15-1851	
John B. Hafer has subscribed his mill property and lands belonging to him with

Columbus Prince
& Indiana Rail
Road Co
vs

Benjamin Linkham

amount claim
$220.00 with
interest from Jany
1st 1852
Filed Feby 1st 1855
James Lum clk

Cary Robinson &
Cole
Attys for Pltff

Received this writ January 25th 1855 and served the same
January 31st 1855 by leaving a certified copy of this writ to
the within named Benjamin Linkham

Fees service	35
Copy	20
Mileage	6 miles
	$1.13

William H. Rodd Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Benjamin Tinkham that he has been sued by the Columbus Piqua & Indiana Rail Road Co in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of February A. D. 1855 the petition of the said Columbus Piqua & Indiana Rail Road Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 25th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Col. Depa + Ga. A. 82.
v
Benjamin Cunningham
Answer

Filed February 24th 1835
Saber Randall Clerk

Namelum + Lincoln
attorneys.

Columbus Piqua & Indiana Railroad Company plaintiff
against
Benjamin Tinkham defendant

Court of Common pleas Union County Ohio
Answer

The defendant answers to the petition that the plaintiff never did, and has not to this day complied with the conditions of the agreement therein set out, as is alleged in said petition, and for that denies the right of the plaintiff to recover in the action.

Hamilton & Lincoln
defendants attorneys.

Union County, Ohio, S.S.
Benjamin Tinkham being sworn says that he believes the statements of the foregoing answer to be true.

B. Tinkham

Sworn to before me and signed by Benjamin Tinkham in my presence this February 24th, 1855.

Laber Randall Clerk
of C. P. of U. C.

Civil/Domestic Case File

Case No. 1855-CV-0018

No. 55-CU-18

Union Common Pleas Court

Columbus P. & I. R. R. Co
Plaintiff,

against

Squire Deland
Defendant.

JUN TERM. 1858

Discontinued

Journal 6 Page 343

Record No. No Record. Page

Ex. Doc. C Page 298

Law 63

Col Peg & Ind
R R Co
vs
Squire Delana

J. 6, page 343
J. 8 page 298

E. W. Barlow $100.00 to be paid in two years from date March 15-1851.
John B. Hager has subscribed his Mill property and land belonging to him with improvements at the appraised value of 3 persons-
We the undersigned this day appraised the within named Mill property of J. B. Hager at Nine Hundred dollars
March 27-1850

Jeremiah Young
Appr'ers Charles H Adams

Ch. Pigeons Exd
Ex 64

John Dillon
Petitioner

J. Clk. Lewis Simmons
Attachable to Ch. Ch. $15.50/100
with interest from Jan 1/52
Thomas J Andrews
for Plff

Filed Jany 25-1855
Francis Downer Clk

The Columbus Pigua and Indiana R R Co Plaintiff against Sayrin Nelson defendant	Court of Common Pleas of Union County Ohio Petition

The plaintiffs say that long before the first day of July A.D 1850 were duly organized and became and ever since have been incorporated under the laws of Ohio and on or about the 4th day of July A.D 1850 the defendant subscribed a certain agreement and set opposite to his name thereon the sum of one hundred & fifty dollars and which agreement so subscribed was in substance as follows

The undersigned agree and hereby obligate to pay the treasurer of the Columbus Pigua and Indiana R R Co the several sums set opposite our names to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions, that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign county to Pleasant Valley and that a depot be erected on that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley. Subscriptions of shares to be in sums of fifty dollars each July 4th AD 1850

A copy of which said agreement &c is herewith annexed

And the plaintiff further avers that they duly performed all the conditions in said agreement mentioned on their part and the said

[illegible] consideration thereof
defendant promised to pay the plaintiff for said stock
so subscribed according to the term and stipulations
of said agreement

The plaintiffs by their directors, on the first day of August 1851 required
said defendant — and other subscribers for stock —
as aforesaid to pay up said stock and subscriptions
in installments and at the times and places following
ten per cent on or before the first day of October
1851. and ten per cent every sixty days thereafter
to be paid to John R. Gillison at O Slavis
Store in Pleasant Valley ~~Belmont~~ Monroe County
Ohio of all which the said defendant had
due notice and was requested to comply with
said requisitions & to pay said installments
as aforesaid

Although more than sixty days transpired
after said payments were required as aforesaid the said
defendant neglected and has ever since neglected
to pay any or either of said installments or any
part thereof whereby an action hath accrued to
the plaintiffs for the same and five per centum
penalty thereon

The plaintiffs therefore pray
judgment for the amount of said subscriptions
to wit one hundred & fifty dollars and also
$7.50 — dollars said five per-centum penalty
with interest from the said time when the
subscriptions should have been paid

Swan & Anders
pltffs attys

The State of Ohio Trumbull County ss I John R. Hilliard do make solemn oath that I am the duly authorized agent of the plaintiffs in the premises sd and that I believe the facts stated in the within petition to be true.

Sworn to & subscribed before me and signed in my presence this 13 day of December AD 1854.

John R. Hilliard

A. D. Adams
Notary Public

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Piqua and Indiana R Road Co the several sums set opposite our names to be paid in accordance with the general law on the subject These subscriptions payable only on these conditions, that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign County Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley. Subscriptions of Shares to be in sums of fifty dollars each July 4" 1850

Subscriptions of shares to be in sums of fifty dollars each Aug 4 1850 -

Names.

Elijah Britton	$100.00	John Caldwell	100.00
Samuel Robinson	100.00	Garrit Harris	50.00
Charles Converse	100.00	John Harris	50.00
La S. Britton	50.00	Geo Harris	50.00
Abner Chapman	150.00	W. Orr	100.00
Aaron C. Doolittle	50.00	John Talley	150.00
Squire Delano	100.00	D M. Robinson	50.00
David Dalgarnes	200.00	W. M. Robinson	100.00
John Mitchell	100.00	Thomas Robinson	200.00
Solon Hermington	100.00	J. C. Sherwood	100.00
Moses Patrick	50.00	Leonard Bliss on shares	500.00
Moses P. Rice	100.00	to be paid in two years from	
E. C. Smith	500.00	date Sept. 3 - 1850	
Orson Smith	500.00	James Ketchum on	50.00
Roy Mitchell	50.00	shares to be paid in two	
John T. Sabin	100.00	years from Nov 18. 1850 -	
Samuel Sager	200.00	Wm B Hagen	50.00
Joseph H. Robinson	100.00	Squire Delano on shares	50.00
Joel Talley	50.00	Benj Tinkham	200.00
James M. Andrews	50.00	Daniel Kent	50.00
J. C. Talley	50.00	George Clapham Nov 25/50	100.00
Adam Brown	50.00	payable in two years from date -	
James Robinson	200.00	A. R. Mitchell	100.00
A. B. Parmenter	50.00	Hiram Kent	300.00
C H Converse	150.00	A. P Robinson	50.00
J. N. Beach	50.00	John G. Witcraft	100.00
Elias Talley	100.00	James Robinson	200.00
Joseph Brown	50.00	to be paid in two years	
J. S. Conklin	50.00	from date Dec 12/50	
James Morton	50.00	L. McCampbell	50.00
J. C. Mitchell		John Russell	50

Columbus Pique
& Indiana Rail
Road Co
vs

Squire Deland

Amount claimed
$157.50 with
interest from
Jany 1 1852

Filed Febry 1st 1855
James Turner clerk

Bury Robinson
& Cole
Attys for Pltff

Received this writ January 25th 1855 and served the same January
31st 1855 by leaving a certified copy of this writ at the residence
of Squire Deland

Fees Service 35
Copy 20
Mileage 60
$1.15

William H. Ratt Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Squire Delaney that he has been sued by the Columbus Piqua & Indiana Rail Road Co in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of February A. D. 1855, the petition of the said Columbus Piqua & Indiana R R Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court this 25th day of January A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Col. Pegram & Gabbles
vs
Squire Deland
Answer

Filed February 24th 1835
Saba Randall Clerk

Hamilton & Lincoln
Attorneys

Columbus Signa & Indiana Railroad Company plaintiff against Squire Deland defendant

Court of Common pleas Union County Ohio.

Answer

The defendant answers to the petition that the plaintiff never did and has not to this day complied with the conditions of the agreement therein set out, as is alleged in said petition, and for that denies the right of the plaintiff to recover in the action

R Hamilton & Lincoln
defendants attorneys

Union County State of Ohio S.S.

Squire Deland being sworn says that he believes the statements in the foregoing answer to be true.

Squire Deland

Sworn to before me and signed by Squire Deland in my presence this February 24th, 1885.

Taber Randall Clerk
of C. P. of Un. Co.

Civil/Domestic Case File

Case No. 1855-CV-0019

No. 55-CV-19

Union Common Pleas Court

Columbus P. & I. R. R. Co.
Plaintiff,

against

Charles Converse
Defendant.

JUN TERM, 1858

Discontinued

Journal 6 Page 343

Record No. No Record Page

Ex. Doc. C' Page 288

Law 44

Col. Pig. & Ind
R R Co.
vs
Charles Converse

I. C. p 343
D. C, p 288

John G. Witcraft 100.00
James Robinson 200.00
to be paid in two years
from date Dec. 12-1850
L. McCampbell -50.00
John Russell 50.00
E. W. Bonton 100.00
to be paid in two years
from date Mch 15-1850
John B Hogan has subscribed
his Mill property and
land belonging to him
with improvements at the
appraised value of 2 or 3
persons - - - -

We the undersigned this
day appraised the within
named Mill property
of J. B Hogan at Nine
hundred dollars -
March 27-1850

Jeremiah Deniings
Chas. H Adams -

Appraisement

Col Pegram & Lee
vs
Charles Conness

Petition

To Clk: issue summons
Amt Claimed $210.00
with interest from Jan 1/52
Jno Adams
Atty for Plff

Filed January 25 1855
James Skinner clerk

Subscriptions of Shares to be in sums of fifty Dollars each – July 4th – 1850 –

Names

Elijah Britton	$100.00
Samuel C. Robinson	200.00
Charles Converse	200.00
Aso. Converse	100.00
A. S. Britton	50.00
Abner Chapman	150.00
Aaron C. Collitt	50.00
Lyman Gilson	100.00
Daniel Hargrap	200.00
John Mitchell	100.00
Salan Herrington	100.00
Carried up –	1400.00
James Robinson	200.00
A. B. Parmeter	50.00
C. H. Converse	150.00
L. N. Beach	50.00
Elias Talley	100.00
Joseph Haron	50.00
J. S. Conklin	50.00
James Morton	100.00
J. C. Mitchell	100.00
John Caldwell	100.00
Garrett Harris	50.00
John Harris	50.00
Geo. Harris	50.00
Wm Orr	100.00
John Talley	150.00
S. M. Robinson	50.00
Wm M. Robinson	100.00
Thomas Robinson	200.00

Moses Patrick	$50.00
Moses P. Rice	100.00
E. C. Smith	500.00
Russ Mitchell	50.00
John T. Sabin	100.00
Michael Sager	200.00
Samuel Sager	100.00
Joseph H. Robinson –	100.00
Saul Talley	50.00
James M. Adams	50.00
J. C. Talley	50.00
Adam Brown	50.00
J. C. Sherwood	100.00
Leonard Bliss 10 shares	500.00
to be paid in two years	
from date Sept 5 – 1850.	
James Ketch – – – –	50.00
or one share to be paid	
in two years from date –	
Nov. 19 – 1850 –	
Wm. B. Hager	50.00
Lyman Gilson one share	50.00
Benjamin Tunkham	200.00
Daniel Kent	50.00
George Stevens	100.00
Nov. 25 1850 payable in two	
years from date	
A. R. Mitchell	100.00
Hiram Kent	300.00
A. B. Robinson	50.00

The State of Ohio Franklin County ss

I John R. Hilliard do make solem oath that I am the duly authorized agent of the plaintiffs in the premises &c and that I believe the facts stated in the above petition are true

Sworn to before me and signed in my presence this 19. day of December A.D. 1854.

A. D. Adams
Notary Public

John R. Hilliard

times and stipulations of said agreement.

The plaintiffs by their directors, on the first day of August 1851 required said defendant (and other subscribers for stock) as aforesaid to pay up said stock and subscriptions in installments and at the times and places following: ten per cent on or before the 1st day of October 1851 and ten per cent every sixty days thereafter to be paid to John R Stillwell at O Davis store in Pleasant Valley ~~Brown~~ Madison County Ohio of all which the said defendant had due notice and was requested to comply with said requisition and to pay said installements as aforesaid ~~but as the~~

Although more than sixty days transpired after said payments were required as aforesaid the said defendant neglected and has ever since neglected to pay any or either of said installments or any part thereof whereby an action hath accrued to the plaintiffs for the same and five per-centum penalty thereon

The plaintiffs therefore pray judgement for the amount of said subscriptions to wit Two Hundred - dollars and also ten ——— dollars said per-centum penalty with interest from the said time when the subscriptions should have been paid

Swan & Andrews
Attys for Plffs

Copy of agreement referred to in petition

The undersigned agree and hereby obligate to pay to the Treasurer of the Columbus Piqua and Indiana Rail R Co the several sums set opposite our names to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union Counties as far as from the east line of Champaign County Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley.

Subscriptions of stars to be in sums of fifty dollars each July 4th 1850

The Columbus Pigua and Indiana Rail Road Company
Plaintiff
against
Charles Converse
defendant

Court of Common Pleas of Union County Ohio

Petition

The plaintiffs say that they long before the first day of July AD 1850 were duly organized and became and were and ever since have been incorporated under the laws of Ohio and on or about the 4th day of July AD 1850 the defendant subscribed a certain agreement and set opposite to his name thereon the sum of Two Hundred - dollars and which agreement was in substance as follows

The undersigned agree and hereby obligate themselves to pay to the Treasurer of Columbus Pigua and Indiana R R Co the several sums ~~set opposite~~ our named to be paid in accordance with the general law on the subject. These subscriptions payable only on these conditions that the said road be constructed on the line or as near as practicable thereto between Madison and Union counties as far as from the east line of Champaign County to Pleasant Valley and that a depot be erected at that point and that the money so subscribed be expended between the east line of Champaign and Pleasant Valley. Subscriptions of shares to be in sums of fifty dollars each. July 4th AD 1850

A copy of which said agreement &c is herewith annexed

And the plaintiffs further avers that they duly performed all the conditions of said agreement mentioned on their part and the said defendant in consideration thereof promised to pay the plaintiff for said stock so subscribed according to the

Col. Pojna & Pa R.R.
v.
Charles Conners
Answer

Filed February 24th 1855
Saber Randall Clerk

Hamilton & Hilles
Attys
~~A. Boyd Hamilton~~

Columbus Piqua & Indiana Railroad Company plaintiffs against Charles Converse defendant.

Court of Common pleas Union County Ohio

Answer

The defendant answers to the petition that the plaintiff never did, and has not to this day, complied with the conditions of the agreement therein set out, as is alleged in said petition; and for that denies the right of the plaintiff to recover in the action.

Hamilton & Lincoln
attorneys for defendant

Union County State of Ohio S.S.
Charles Converse being duly sworn says that he believes the statements of the foregoing Answer to be true.

Charles Converse

Sworn to and signed before me by Charles Converse in my presence this February 22nd 1858.

Saba Randall Clerk
of C. P. of U. Co.

Columbus Pigue
& Indiana Rail
Road Co
vs

Charles Converse

amount claim
$210.00 with
interest from
Jany 1 1852

Filed Feby 1 1855
James Lynn clerk

Cury Robinson
& Cole
Attys for Plff

Received this writ January 25th 1855 and served the within named Charles Converse by leaving a certified copy of this writ to

Fees service .35
copy .20
mileage .50
$1.05

William H. Wolf Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Charles Converse that he has been sued by the Columbus Piqua & Indiana Rail Road Co in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of February A. D. 1855, the petition of the said Columbus Piqua & Indiana Rail Road Co against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of February A. D. 1855.

Witness my hand, and the seal of said court, this 25th day of January A. D. 1855.

James Irwin

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0020

No. 55-CU-20

Union Common Pleas Court.

Glorvina McKoon
Plaintiff,

AGAINST

John McKoon
Defendant.

April 1855

DECREE FOR PLAINTF

DECREE FOR PLAINTF

Journal 5 Page 893

Record No. 7 Page 152

Ex. Doc. B Page 3

Glorina McKoon
vs
John McKoon
Pt. for Divorce

Cost Bill made
Recorded

Recorded

The clerk will issue a summons & copy within case, directed to Cayuga County, New York.
Feby 27th 1855
Stanton & Allison

Union Court Pleas

Gloraina M. Koon

vs

John M. Koon

Petition for Divorce

Filed Jany 27th 1855
James Turner Clk

Recorded

(Copies)

Stanton & Allison

Florvina Mc Koon, Plaintiff
against
John Mc Koon, defendant

To the Court of Common Pleas within and for the County of Union.

Petition for Divorce

Your Petitioner Florvina Mc Koon, respectfully represents, that she is a bona fide resident of the said County of Union, and has been a resident of the State of Ohio, for more than one year last past. That her maiden name was Florvina Loby. That about six years ago she was legally married at Volney, Oswego County, New York, to the defendant John Mc Koon. That plaintiff and defendant lived together as husband and wife for about two years after their marriage, when they separated finally, having never been together since. That during their cohabitation, the Plaintiff performed all the duties of a wife to the best of her ability. That to the contrary - the defendant during their said cohabitation was guilty of "Extreme Cruelty" towards the plaintiff, in violently threatening her, beating her, and putting her in great bodily fear.- That defendant during their cohabitation was also guilty of "Gross neglect of duty" towards Petitioner, in refusing and neglecting to provide the necessaries of life, and abandoning the Petitioner for several days at a time, when she was sick and confined to her bed, preferring the haunts of the inebriate to the couch of a sick wife. That about the time of said separation, and at divers other times since their said marriage, the defendant committed "Adultery" with one Almira Filmore, and other females whose names are unknown to Petitioner. That defendant has also been guilty of "Habitual Drunkenness" for more than three years last past." That Plaintiff does not know certainly the present residence of the defendant, although she has endeavored to ascertain it. He is a non resident of the County of Union and of the State of Ohio. From the best information she has, she believes he is now residing somewhere in the County of Oswego, New York.

The plaintiff therefore prays, that said marriage contract may be dissolved, and both parties released from the obligations of the same; that she may be restored her maiden name, - for suitable Alimony, and other proper relief.

By Stanton & Allison Her Attys.

Filed April 11th 1855
Zaber Randall Clerk

Recorded

STATE OF OHIO UNION COUNTY.

GLORVINA McKOON. vs. JOHN McKOON. } *Petition for Divorce.*

JOHN McKOON, will take notice that on the 27th day of January, 1855, Glorvina McKoon filed in the office of the clerk of the court of common pleas of Union county, Ohio, her petition against him, which is now pending, which alleges that about six years since the petioner was legally married to the defendant; and prays that said marriage contract may be dissolved; that she may be restored her maiden name—for alimony, &c. It is alleged as cause for divorce that defendant is guilty of "extreme cruelty," "gross neglect of duty," "adultery," and "habitual drunkenness for three years."

At the next term of said court the plaintiff will ask a judgment and decree accordingly.

STANTON & ALLISON,
Jan. 31, 1855. 6 Att'ys. for Petitioner.

The said John McKoon will take further notice, that depositions will be taken in the above named case by the plaintiff at the office of A. G. Hall, (Attorney at Law in the village of Fulton, in the county of Oswego, and state of New York,) on the 5th day of March, A. D. 1855, between the hours of nine A. M. and nine P. M. and continue from day to day if necessary, untill all are taken.

STANTON & ALLISON,
Att'ys for Petitioner.
January 31, 1855. [illegible] 25

The State of Ohio
Union County } ss

Before me Clerk of the Court of Common Pleas within and for said County personally came Samuel McBratney of said County, publisher of the Marysville Tribune, who being first duly sworn says that the Notice hereto attached was published in the Marysville Tribune a newspaper printed and published in said County and of general circulation therein, for the term of ~~twelve~~ six ~~weeks next~~ & consecutive weeks next after the 31st day of January A.D. 1855.

Samuel McBratney

Sworn to & Subscribed before me this April 10th 1855

Zaba Rendall Clerk

Depositions of witnesses taken in a Cause pending in the Court of Common Pleas of the County of Union and State of Ohio wherein Glorvina McKoon is plaintiff and John McKoon is defendant and for said plaintiff in pursuance of the notice hereto attached and at the time and place therein mentioned

STATE OF OHIO UNION COUNTY.

GLORVINA McKOON, vs. JOHN McKOON. } *Petition for Divorce.*

JOHN McKOON, will take notice that on the 27th day of January, 1855, Glorvina McKoon, filed in the office of the clerk of the court of common pleas of Union county, Ohio, her petition against him, which is now pending, which alleges that about six years since the petioner was legally married to the defendant; and prays that said marriage contract may be dissolved; that she may be restored her maiden name—for alimony, &c. It is alleged as cause for divorce that defendant is guilty of "extreme cruelty," "gross neglect of duty," "adultery," and "habitual drunkenness for three years."

At the next term of said court the plaintiff will ask a judgment and decree accordingly.

STANTON & ALLISON,
Jan. 31, 1855. 6 Att'ys. for Petitioner.

The said John McKoon will take further notice, that depositions will be taken in the above named case by the plaintiff at the office of A. G. Hall, (Attorney at Law in the village of Fulton, in the county of Oswego, and State of New York,) on the 5th day of March, A. D. 1855, between the hours of nine A. M. and nine P. M. and continue from day to day if necessary, untill all are taken.

STANTON & ALLISON,
Att'ys for Petitioner.

January 31, 1855. 6 [pig. 5.]

Amelia S. Tobey of Volney in the County of Oswego and State of New York of lawful age being first duly sworn by me as hereinafter certified deposes as follows. My age is 40 years. I reside in Volney in the county of Oswego I know Glorvina McKoon & John McKoon. I saw them married, were married at our house about six years ago at Volney county aforesaid. The first cruelty I saw on the part of the deft was about one year after their marriage. plff was unwell at the time, & not able to take care of herself deft left her without help. While so left left came to our house one day, & spent about one half day at our wood-house with Almira Gilmore, a girl about 18 years of age, who does not ~~now~~ then sustain a good character for chastity as I ~~have reason to believe~~ have since learned. Deft & Almira were holding a low conversation together at this time, their heads being as near together as they could be. I heard deft use these words "would you do so & risk the consequences" Almira said "yes" That night Almira went to defts house, & came part of the way home with her that same night. About this time I saw deft kiss Almira. When together they appeared to talk in an under tone & appeared to be partial to each other. The next winter

after this I went to the house where the deft was living & found pltff in an almost senseless state & appeared to be frightened. I learned from the conversation then had between the parties that deft had threatened her & said to pltff that if she did not speak he, deft, would put her where she would not see her mother again very soon. her hands were cold & her feet & she was very much agitated & appeared to have been weeping very hard. I know he, deft, had neglected to provide wood & food for her in very cold winter weather & pltff would have suffered if she, pltff, had not provided for her own wants. I called a few days after this, & pltff seemed affected as before & complained of fear in the presence of deft, afraid of him, while deft was raving, using abusive language & swing his fists. I think that deft had been drinking intoxicating liquors. I have seen deft frequently hug & kiss Almira Gilmore, & almost as often as they met. He seemed to have deserted his wife taken to the society of Almira. Deft went, on one occasion, with Almira, to a raising bee & did not return till midnight

Amelia I Tobey

Also Ansel Tobey of the Town of Palmy County of Ontario of lawful age being first duly sworn as hereafter certified deposes as follows.
I am 71 years of age I reside in Palmy & know the parties. The maiden name of Glorvina Mc Kean was Glorvina Toby. I am her father. was present at her marriage in 1848 or 49 was married at Palmy N.Y. I saw no acts of cruelty on the part of the deft until about a year after their marriage. I had heard of it before. The first I noticed was very harsh & abusive language. The pltff appeared to fear him would tremble & even pall in his presence & dare not speak. On one occasion when I was at defts house. he, deft. threatened to knock pltff down if she spoke again. About two or three days before pltff left deft. he had struck pltff & frightened her to such an extent that she was helpless. I went to defts house on this occasion & found pltff speechless, & deft threatened to put me out of door if I did not leave the house, he threatened to throw me through the window. I was sure he drank intoxicating liquors. his breath indicated it & acted like a drunken man. These habits have continued upon him for more than four years. Deft neglected to provide food & clothing for pltff & she supported both herself & deft. Deft spent a great deal of time in riding about in idleness & spending pltff's earnings. About fifteen months after their marriage. I first observed defts attentions to Almira Gilmore. The first I saw was that deft in passing Almira in the wood-house hugged & kissed her. Have often seen him sitting beside her, Almira, with his arm round her & his leg over her lap & his hand in her bosom. Sometimes they would sit from one half to an hour at a time & in raining days they would spend half the afternoon in this manner. Their conversation was very low generally. When I have come suddenly upon them Almira would appear to be confused & blush this gradually wore away as they continued such conduct & they grew more bold. Defts wife at this time was at home alone & sick. I have seen deft & Almira in this improper posture more than twenty times

Ansel Tobey

State of New York
Oswego County ss. I. O. Otway Shumway a Justice of the Peace within and for the said County of Oswego. do hereby certify that the above named Amelia S. Tobey and Ansel Tobey 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 signed in my presence and were taken at the time and place specified in the enclosed. annexed notice

In Witness whereof. I have hereunto set my hand and seal this fifth day of March 1855

O O Shumway
Justice of the Peace

STATE OF NEW YORK, } ss.
Oswego County Clerk's Office.

I Ellis Gill Clerk of Oswego County, Certify,

That O. O. Shumway Esq., before whom the annexed affidavit, or Depositions were taken, was at the time of the taking such affidavit, or Depositions a Justice of the Peace in and for said County, duly authorized to take the same, and further, that I am well acquainted with his hand writing, and verily believe that his signature thereto is genuine.

In Witness whereof, I have hereunto subscribed my name and affixed the Seal of said County, this the 6th day of March 1855

Ellis Gill Clerk

Civil/Domestic Case File

Case No. 1855-CV-0021

Civil/Domestic Case

1855-CV-0021

located with

District Court Case

1856-DC-0006

1856-DC-0008

Civil/Domestic Case File

Case No. 1855-CV-0022

Civil/Domestic Case

1855-CV-0022

located with

District Court Case

1856-DC-0005

1856-DC-0007

Civil/Domestic Case File

Case No. 1855-CV-0023

No. 55-CW-23

Union Common Pleas Court.

William Miller
Plaintiff,

AGAINST

Thomas A Sheldon et al
Defendant.

April 1855

JUDGMENT VS DEFENDANT

$340 28

Journal 5 Page 375

Record No. 7 Page 140

Ex. Doc. 9B Page 25

William [illegible]
vs
Thos. A. Shelden Etal

Cost bill made
for record

Recorded

$340.98

Recorded

Copy of the within named note.

"For value received I promise to pay Wm Miller or bearer the sum of four hundred dollars in sixty days from this date" Thos A Sheldon
Sept. 22d 1854 Manchester Vtus.

On the above are the following endorsements
"Recd on the within note, seventeen dollars and sixty cents - This credit is given for thirteen books deficient in a lot of books sent to Louisville Ky - Feb 1st 1855 - Signed Thos. A Sheldon

"Recd on the within note Fifty dollars Feb 1st 1855"

Curry & Robinson pl's Atty

Same business as on page 6 &
"Amount of within & annexed note
$336.53 with interest from
February 1st 1855"
Curry & Robinson
pl's Atty
Filed February 7 1855
Franco Avery Clk

Same business as on page
Philip Snider

69

William Miller
vs
Thos A Sheldon et al

Petition

William Miller
plantiff
against
Thomas A Sheldon
Manchester & Titus
Defendants

Court of Common Pleas
Union County Ohio
petition

William Miller plantiff says there is due to him from Thomas A Sheldon, and Manchester & Titus. (the said Manchester & Titus being a company of persons doing business in that name) defendants on their premisson note, a copy of which is here to attached, the sum of three hundred and thirty six dollars and ninety three cents with interest from the first day of February A.D. 1855

Whereupon the plantiff asks Judgement against the defendants for three hundred and thirty six dollars and ninety three cents with interest from February 1st 1855

Curry & Robinson Pl'ffs Attys

Union County ss

James W Robinson being sworn says that he is one of the Attorneys of Wm Miller in this behalf, that the note on which this suit is brought is in his possession, that the plaintiff is not a resident of Union County, and for these reasons he makes this affidavit, and that he believes the statements in the above petition to be true

James W Robinson

sworn to by James W Robinson before me & by him subscribed in my presence February 5th A.D. 1855

James Turner clk

William Muller
vs
Thomas A. Sheldon
Manchester
& Litus

Amount claim
on note $336.93
with interest from
July 1st 1855

Hillsborough ss. February 9 1855
Received & recorded

Levy & Robinson
Atts for Pltff

Received this writ February 5th A.D. 1855 and served the same February 8th A.D. 1855 by leaving a certified copy of this writ at the residence of Thomas A. Sheldon and by presenting a certified copy of this writ to Manchester & Litus

Fees Service 55
Two copies 40
Mileage 45
$1.40

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Thomas A Shelden, Manchester & Titus that they have been sued by William Miller in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of March A. D. 1855, the petition of the said William Miller against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of February A. D. 1855.

Witness my hand, and the seal of said court this 5th day of February A. D. 1855.

James Lowes

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0024

No. 55-CU-24

Union Common Pleas Court.

Wm Harris

Plaintiff,

AGAINST

Valentine Heckman

Defendant.

APR TERM. 1855

June 1855

Settled

Journal 5 Page 413

Record No. Page

Ex. Doc. Page

William Harris jr
vs
Valentine Heckman

5-413

Settled

8 537 pd Stott 5,00
6 338

Recd the 13 th
my fees S. Lane

230
150
180

5
20
20
10
40
12
40
147

20
35
30
35
20
140

150

70

William Harris Pl
vs
Valentine Heckman

Attachment

Filed February 7 1855
James Dorrance Clerk

Lot No 18

Received this writ February 6th AD 1855 and served the same February 7th AD 1855 by presenting a certified copy of this writ to the within named Valentine Heckman and by attaching in the presence of Aaron D. Doolittle and Eli Holycrofs two freeholders of Union county the following lands and tenements, to wit, (Lot No 18 in the town of Unionville in Darby Township in said County) contained in the Schedule hereto attached, belonging to the said Valentine Heckman and have caused the same to be appraised according to law by said freeholders under oath at the sum of two hundred and fifty dollars and have the same in my possession

Fees service $35
copy .20
Appraisers fee $2.00
Calling inquest $1.00
Mileage .45
$4.00

Paid Sheriff his fees and fees of Appraisers May 24th 1855

Received my fees William H. Rubl Sheriff

Received July 26th 1855 my fees in the above case and also the fees of Eli Holycrofs both as appraisers
A. D. Doolittle

William Harris }
vs } An inventory and appraisement of
Valentine Heckman } property attached by William H. Robb
} Sheriff of Union County at the suit of
} William Harris against Valentine Heckman
attachment } in the presence of Aaron D. Doolittle
and Eli Holycross, made this 7th day of
February AD. 1853 by the said Sheriff and Aaron D. Doolittle
and Eli Holycross two freeholders of said county, the said
Aaron D. Doolittle and Eli Holycross having been first duly
sworn by said Sheriff to make said appraisement, to wit,
Lot No Eighteen (18) in the town of Unionville Darby Township
in said county appraised at two hundred and fifty dollars
Witness our hands

William H. Robb Sheriff Union County

Appraisers fee $200

Aaron D. Doolittle
Eli Holycross

State of Ohio Union County SS.
I do hereby certify that the above named Aaron D. Doolittle
and Eli Holycross are disinterested freeholders of Union County
and were duly summoned and sworn to make the above
valuation this 7th day of February AD. 1853

William H. Robb Sheriff Union County

I hereby certify the above to be a true copy of the original writ
of appraisement

William H. Robb Sheriff

William Harris Jr

vs

Valentin Heckman

petition

Issue an attachment & summons returnable accordg to law

Amount claimed

$13.20 mtt interest from Feb 5th 1855
208 00 mtt interest from Oct 13th 1854
$221.20

Curry & Pelmer

Filed Feby 6th 1855
James Lucas clerk

Settled & costs paid
Costs $8,67
May 24. 1855

William Harris Jr
plaintiff
against
Valentine Heckman
defendant

Court of Common Pleas
Union County Ohio
petition

William Harris Jr. plaintiff says there is due him from the defendant Valentine Heckman on the promissory note of said Valentine Heckman (a copy of which is hereto attached No. 1) the sum of thirteen dollars & twenty cents with interest from February 5th 1855

2d That there will be due to plaintiff from the defendant, on the 1st day of July AD 1855 on the promissory note of defendant (a copy of which No 2 is hereto attached) the sum of fifty two dollars with interest from October 13th 1854

3d That there will be due to plaintiff from the defendant on the first day of January AD 1856 on the promissory note of the defendant (a copy of which No. 3 is hereto attached) the sum of fifty two dollars with interest from October 13th 1854

4th That there will be due to plaintiff from the defendant on the first day of July 1856 on the promissory note of the defendant (a copy of which No. 4 is hereto attached) the sum of fifty two dollars with interest from October 13th 1854

5th That there will be due to plaintiff from the defendant on the 1st day of January 1857 on the promissory note of defendant (a copy of which No. 5 is hereto attached) the sum of fifty two dollars with interest from October 13th 1854

Whereupon the plaintiff asks judgement against the defendant for the sum of thirteen

dollars and twenty cents with interest from February 5th AD 1855. Also judgements on each of said notes No. 2, 3, 4 & 5 for the amounts therein named, with the interest as therein set forth, as fast as they become due, and that an order of attachment issue according to law

Curry & Robinson
Pl's Attorneys

Copies of the notes above named

No. 1

"On or before the first day of January AD 1855, I promise to pay William Harris Jr or order fifty two dollars with interest from date this 13th day of October AD 1854

Valentin Heckman"

On the above are the following endorsements

Recd on the within note twenty five dollars Jany 15th 1855

Recd Feb 5th 1855 on the within note fifteen dollars

No. 2 "On or before the 1st day of July 1855, I promise to pay William Harris Jr or order fifty two dollars with interest from date this 13th day of October AD 1854

Valentin Heckman"

No. 3 "On or before the first day of January AD 1856, I promise to pay William Harris Jr or order fifty two dollars with interest from date this 13th day of October 1854

Valentin Heckman"

No. 4 "On or before the 1st day of July AD 1856 I promise to pay William Harris Jr or order fifty two dollars with interest from date this 13th day of October 13th 1854

Valentin Heckman"

No. 5 "On or before the 1st day of Jany AD 1857 I promise to pay William Harris Jr or order fifty two dollars with interest from date this 13th day of Oct 1854

Valentin Heckman

The state of Ohio Mion County ss

William Harris Jr being sworn says that he believes the statements of the foregoing petition to be true. And he further says and makes oath that the nature and amount of his claim in this suit against said Valentine Heckman is as in said petition set forth & as set forth in said promissory notes of which true copies are above set forth; and that he ought to recover the said amounts from defendant that the same will become due as in said petition & notes set forth the claim is in respect to each and all of said notes just. Also that said defendant has sold and disposed of all his personal property consisting of a small stock of groceries, which he had in the town of Unionville in said County, with the fraudulent intent to defraud his creditors And is about to make sale and disposition of his town lot in said town (his only remaining property with the fraudulent intent to defraud his creditors

William Harriss Jr

Sworn to before me & subscribed in my presence by Wm Harris Jr this 6th day of February 1853

James Dunn Clerk

William Hanes
against
Valentine Heckman
Defendant

Answer

Filed February 12th 1855
Lafer Randall Clk

J. C. Dougherty
Atty for Defendant

William Harris Jr. Plantiff against Valentine Heckman, Defendant	}	Court of Common Pleas of Union County, Ohio

Answer,

The Defendant, Valentine Heckman, Answers, to the Petition, that he did, execute, said first, Note, in the petition described, and, that, he Defendant, paid Plantiff, on, said Note the sum of, forty, Dollars, further the Defendant, admits, and says, that, Notes, second, third, fourth, and, fifth, as numbered, in said Petition are, true, according, to, their, several statements, amounts, and, dates; Defendant, further, answers and, utterly, denies, that he has, disposed, of his goods, chattles, or all, his personal, property, he had, or holds, in the Town of, Unionville with, intent, or, any, fraudulent, intent, to defraud, the said Plantiff, William Harris Jr. his creditor, Defendant, further, answers, said, Petition of Plantiff, and, says, that he, never, did, sell, or dispose of, any, prop, whatever, with, any, fraudulent, intent, to defraud, his Creditors, Defendant further, says and answers, Petition of Plantiff, that he is not about, to sell, his lands, or Town lots, in said Town of, Unionville, with the fraudulent intent, to defraud, his creditors, or, any, of, them

The Defendant, further, answers and asks that he may be dismissed, and that he may recover his costs in this case against the said William Harris &c Plaintiff and that an order of attachment be granted

S. C. Doughty, Atty for Defendant.

State of Ohio }
Union County } ss. Valentine Heckmann, being sworn, says that he believes the statements of the foregoing Answer to be true

Valentine Heckmann

Sworn to by Valentine Heckmann before me and subscribed in my presence this 12th day of Feb. 1855.

John Barrow J.P.

Fees paid 10 cts.

Wm Harris Jr

vs

Valentine Heckman

Bail Bond

Filed July 6 - 1854

James Tunnelle

William Harris Sr plaintiff

vs

Valentine Heckman defendant

Union County Ohio

We bind ourselves to the defendant Valentine Heckman that the plaintiff William Harris shall pay to said defendant the damages not exceeding five hundred dollars which he may sustain by reason of the attachment in this action, if the order therefor be wrongfully obtained

William Harris Sr
George Harris

Approved
James Linn Clerk

William Harris
vs
Valentine Hackman

Amount claim
$13.20 with int
from July 5 1855
also $208, with
interest from Oct
13 1854
Filed July 7 1855
Lewis Kline Clk

Lewis H. Rolin
Atty for Pltf

Received this writ February 6th A.D. 1855 and served the same February 7th A.D. 1855 by presenting a certified copy of this writ to the within named Valentine Hackman

Fees Service 35
Copy 20
Mileage 40
55

Received my fees

William H. Reff Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Valentine Heckman that he has been sued by William Harris Jr in the Court of Common Pleas of Union County, and that unless he answer by the 10th day of March A. D. 1855, the petition of the said William Harris Jr against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of February A. D. 1855.

Witness my hand, and the seal of said court this 6th day of Feby A. D. 1855.

James Downer

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0025

No. SS-CV-25

Union Common Pleas Court.

Wm G Shields
Plaintiff,

AGAINST

Saml G Shields et al
Defendant.

APR TERM. 1857

JUDGMENT VS DEFENDANT
Sellers

Journal 576 Page 386 & 387

Record No. Page

Ex. Doc. B Page 5

Law

Wm C. Shields

vs

Samuel G. Smith

Dismissed without

record

I am surety in costs
John Barbour

71

Jno C Shields
v
Samuel J Smith

Petition

Filed Feby 7th 1855
James Lynn clk

Copied

C & R

William C Shields
plaintiff

against

Samuel G Smith
defendant

Court of Common Pleas
Mien County Ohio
petition

The plaintiff says he is entitled to the possession of a tract of land in the county of Mien, in the state of Ohio described as follows to wit being one hundred and fourteen acres of Lots known as Nos 5 and 8 of the sub division of survey No 5387 made in the spring of 1835 by James Lapham. to wit being all of said two lots excepting 42 acres thereof sold and conveyed by plaintiff to John Rome & 86 acres thereof sold and conveyed by plaintiff to Timothy Middleton, reference being had for a more full description of said lots to the plaintiffs deed therefor recorded in Book 11. pages 632 & 633. of the Records of deeds in said County

That the defendant wrongfully withholds the possession of the same from the plaintiff and for one day has unlawfully kept the plaintiff out of possession

That the defendant is now cutting upon and removing valuable timber from said premises and thereby materially depreciating the same in value. and threatens to continue his said unlawful cutting and removing of the same to the plaintiffs great damage

Whereupon the plaintiff asks judgment for the recovery of the land and one hundred dollars damages for being kept out of possession and that the defendant be enjoined in the meantime from cutting & removing the valuable timber

or allowing by his consent, any other person to do the same upon said land, and for other proper relief—

Curry & Robinson
p. l. Pl's Attorneys

The state of Ohio Mion County ss
William C Shields plaintiff being sworn says he believes all the allegations of the above petition are true William C Shields

Sworn to before me and subscribed in my presence by Wm C Shields this 7th day of Feb 1855
James Lewis clerk

Wm C Shields
v
Daniel G Smith
} Mion Com pleas

Issue summons returnable according to law — Suit brought to recover possession of lots 5 and 8 of survey No 5387 in Mion County Ohio excepting 128 acres sold to John Rossel & Timothy Middleton.

Curry & Robinson
p. l. Pl's Attys

To the clerk of Com. Pleas
Feb 7th 1855

Wm C. Sheilds
vs.
Samuel G. Smith
Subp for witnesses

Filed April 9th 1855
Saber Randall Clerk

Received this writ March 27th A.D. 1855 and served the same April 5th A.D. 1855 by leaving it in the house of Walter Sitton and leaving a certified copy of this writ at the residence of Smith

Fees service .25
Mileage .50
Copy .20
.95

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Smith & Luther Western

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 10 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

William C. Shields is Plaintiff, and

Samuel G. Smith 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 29th day of March A. D. 1855.

Taber Randall Clerk.

Wm C Shields
vs

Milton Cohee
Samuel G Smith

Suit brought to recind a contract made May 16 1853 for the sale of Lots 588 of Survey No 5387 in Union County Ohio. Except 128 acres sold & conveyed to John Rozzel & Timothy Middleton

Filed Feby 9 1855
James Downer clk

Curry & Robinson
Attys for Plff

Received this writ February 7th 1855 and served the same February 8th 1855 by leaving a certified copy of this writ at the residence of each of the within named defendants

Fees Service 55
Two copies 40
Mileage
$1,50 (55) William H. Odell Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Milton Colver & Samuel G Smith that they have been sued by Wm C Shields in the Court of Common Pleas of Union County, and that unless they answer by the 10th day of March A. D. 1855 the petition of the said Wm C Shields against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of February A. D. 1855.

Witness my hand, and the seal of said court this 7th day of February A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0026

No. 55-CV-26

Union Common Pleas Court.

William B Shields
Plaintiff,

AGAINST

Milton Colver et al
Defendant.

APR TERM. 1855

JUDGMENT VS DEFENDANT

$846 45

Journal 5 & 6 Page 377 & 386

Record No. 7 Page 160

Ex. Doc. B Page 5

W[illegible]
vs
Milton Colver
Samuel G. Smith

Cost bill made
out
for Record

Recorded

Wm C Shields
v
Milton Colver
Samuel P. Smith

Petition

Filed Feby 7 1855
James Turner clerk

Copied

C & R

Wm C Shields
v
Milton Colver &
Samuel P Smith

In the Common Pleas

Issue summons returnable according to law. Sheriff says he received a certified copy of the order of Court on the 16th of May 1853 in the order of Court of Summit County of 1853 & in Summit County except 12 cases and consequently to Milton Colver & Smith Middlebrook

Summit County Ohio

Feb 7 1855

Thos Brown
Thos Brown

William C Shields
Plaintiff
against
Milton Colver &
Samuel J Smith
Defendants

Court of Common Pleas
Union County Ohio
Petition

The plaintiff William C Shields says that on the 16th day of May AD 1853 he made a contract in writing with the defendant Milton Colver, wherein and whereby he agreed to convey by deed to said Colver 114 acres of land in said County of Union being all of lots No.s 5 and 8 of subdivision of survey No 5387 made in the spring of 1835 by James Lapham excepting therefrom 42 acres sold and conveyed by plaintiff to John Rossel and 86 acres sold and conveyed by plaintiff to Timothy Middleton, if said Colver would pay the plaintiff the sum of ten hundred and fifty dollars at the times following as per his promissory notes then delivered to plaintiff, to wit one hundred dollars cash in hand, two hundred dollars in two months thereafter, three hundred dollars October 1st 1853 with interest from the date of said contract, and four hundred and fifty dollars ($450) with interest from said date on the 1st day of October 1854: That both of said notes of three hundred dollars & four hundred and fifty dollars with interest have long since been due, and still remain unpaid; that no part of either of them have been paid That the plaintiff has frequently demanded payment of said Colver; that on the 6th day of February AD 1855 the plaintiff executed a

a good and sufficient deed in fee simple (a copy of which is here to attached) and tendered the same to the said Colver and again was refused the money by him. That the article of agreement above referred to is in the possession of said Colver, & not in the plaintiffs control.

The plaintiff is informed that the defendant Samuel T Smith has by title Bonel bought said land from said Colver and claims to own the same.

The plaintiff offered to deliver up to said Smith his said notes on said Colver and execute a deed for said land to him, if the said Smith would pay the amount due him thereon which said Smith declared himself unable to do, being destitute of the money.

The plaintiff then on the 6th day of February 1853 gave the said Colver notice in the presence of said Smith that he should treat the contract as forfeited and null and void, and would take the land back.

The plaintiff says the said contract has been forfeited by said Colver & it is now null and void on account of his said defaults and his refusals to comply with the conditions thereof and ought to be delivered up and cancelled.

The plaintiff here brings into court said two notes of $300. & 450$ to be cancelled.

Whereupon the plaintiff asks judgement against defendants that said contract be delivered up and cancelled and declared by decree of this court, null and void and

no longer binding upon the plaintiff, and
for other & proper relief

Curry & Johnson
Pltffs Attorneys

The state of Ohio Union Cnty, ss
William C Shields plaintiff being sworn says
the allegations in the above petition are true in
all respects as he verily believes

William C Shields

sworn to before me and subscribed in my presence
by Wm C Shields this 7th day of Feb 1885

James Downer clerk

Ann C. Shields
vs
Samuel G. Smith

Suit Brought to recover possession of Lots 5 and 5 of Survey No 5387 in Muscoe County Ohio Equities 128 cents Costs to John Rezee & Finally Middleton

Filed February 7 1855
Geo Sawyer Clk

Comy & Robinson
Atty for Plff

Received this writ February 7th D. 1855 and served the same February 8th D. 1855 by leaving a certified copy of this writ at the residence of the within named Samuel G. Smith

Fee Service 35
Copy 20
Mileage 55
$1.10

William H. Roll Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Samuel G. Smith that he has been sued by William C. Shields in the Court of Common Pleas of Union County, and that unless he answer by the 10th day of March A. D. 1855, the petition of the said Wm C. Shields against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of February A. D. 1855.

Witness my hand, and the seal of said court this 7 day of February A. D. 1855.

James Turner

Clerk of the Court of Common Pleas of Union County.

Received this January 1st A.D. 1856 and levied the same January A.D. 1856 and levied on the following described real estate situate in York Township, Union county Ohio. being 114 acres, part of Survey No 5387 being all of lot No 885 of the subdivision of said Survey except 42 acres conveyed by William C. Shields to John Rossel and excepting also 86 acres sold by said Shields to Timothy Middleton. I caused said real estate to be appraised by the oaths of J. L. Miswell George Hill and Noah Smith. Advertised the same for sale in the Marysville Tribune at least thirty days. Afterwards to wit on the 1st day of March A.D. 1856 it being the time said land was advertised to be sold I offered the same for sale according to law and sold to William C. Shields for one thousand four hundred & forty four dollars, he being the highest and best bidder for the same and it being two thirds of the appraised value thereof.

Fees Service	35
Levy	35
Mileage	65
Calling Inquest	1.00
Appraisers fee	1.50
Copy of Appraisement	50
Advertisement	25
Printers fee	3.00
Poundage	10.40
Return	25
$	18.25

William H. Robb Sheriff

P. D. 5

William C. Shields
vs
John M. Coles

P. M. $844.45
Costs 5.50
Amount 70

Filed March 1st 1856
Jabez Monroe Clerk

Recorded

Returned for Pay.

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 10th day of April A. D. 1855, Wm. C. Shields

recovered against

John M. Colver

as well as the sum of Eight hundred & forty six dollars and forty five cents for his debt, as the sum of

dollars and cents, for

damages; as also the sum of $5.56 for his

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

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

you cause to be made the debt, damages, and costs aforesaid, with ten per cent interest thereon from the 10th day of April A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 1st day of January A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0027

No. 55-CU-27

Union Common Pleas Court.

Cyrus Pearl Plaintiff,

AGAINST

Reuben Cook Defendant.

April 1855

Settled

Journal 5 Page 384

Record No. No Record. Page

Ex. Doc. Page

13 Law

Cyprus Purl
vs
Reuben Cook

73

Chas. Pearl Plaintiff
against
Ruben Cook Defendant

Petition

Filed February 13th 1833
Laban Randall Clk.

J. C. Dougherty
atty for Plaintiff

Ozias Peck Plaintiff
against,
Ruben Brooks
Defendant

In the Court of Common Pleas of Lorain County Ohio

Petition,

Ozias Peck Plaintiff says there is due him, from Ruben Brooks, Defendant, on a due bill, of the said Ruben Brooks, a copy, of which, is hereto attached, the sum, of eleven Dollars, with interest from the 28th day of August, Eighteen hundred and fifty four, also the Plaintiff says there is due him from the Defendant, the sum of One hundred, and sixty Dollars, for, the non performance, of a contract, (to wit) the Defendant did employ, the Plaintiff on or about the first day of April AD. 1854. to make, Mould, and burn, three hundred, thousand bricks, for which, the Defendant was, to furnish, ~~the~~ suffficient hands, and materials to aid and assist, in making, and burning said bricks, and pay the Plaintiff, the sum of eight seven and half cents per, Thousand, the Plaintiff, says that he, did then, and there, enter, upon said agreement, to perform said contract, on his part, and did make and burn One hundred, and twenty One thousand of the said bricks.

And, that the Defendant, afterwards, to wit, On or about, the first, of August, AD, 1854, Refuse, to furnish, the said Plaintiff with work, hands, to carry, on the making, of said, brick, and to furnish, the necessary, Materials, for making, said brick; and, did contrary, to the consent of, Plaintiff, discharge and, prevent, said Plaintiff, from fulfilling, his part of, said agreement; to his Damages, to the amount of, One hundred, and sixty Dollars. The Plaintiff, asks, judgment, On the due bill, for, eleven Dollars, with interest, from the 28th, day of, August AD 1854. and, judgement, against Defendant, for his non performance, of contract, the sum of, One hundred, and sixty Dollars.

J. C. Doughty, Atty for Plaintiff.

The State of Ohio
Mon County ss: Cyrus Pearl, being sworn says, that he believes, the statements of the foregoing petition to be true. Cyrus Pearl

Sworn to by, Cyrus, Pearl, before me and subscribed, in my presence this 12th, day of, February AD 1855.

John Barbour J.P.

fees 12½ 10½

Copy of Due bill.

Due Cyrus Pearl, or bearer the sum of forty three Dollars, for value received, This 28th, day of, August 1854.

Ruben Cook.

Rec Nov. th 3 Received, on the within twenty one Dollars, fifty cents, Jan 5th 1855 paid the Dollars.

Cyrus Pierce, Plaintiff
against,
Ruben Cook, Defendant

Issue a summons
returnable according to
Law.

Amount claimed, $170.00 Dollars,
$11.00 Dollars, on due bill, $160.00
Dollars on ~~contract~~. non performance of contract.

Zebulon 12th 1835

J. C. Dwight atty
for Plaintiff

Cyrus Bull
vs
Reuben Cooke

Compromise

Filed Feb 20th 1855
Esbon Randall Clerk

Cyrus Pool Plaintiff } In Lenox
against } Common pleas
Reuben Cook Deft }

The above case is this day settled by the said parties, and the Defendant pays the plaintiff the sum of Eleven Dollars and sixty six cents, and all costs in the case, signed by the said Parties. Feb 20th 1855

Reuben Cook
by Cyrus Pool

Pearl
vs
Cook
J C Doughty
Receipt $11,00

Cyprus Pearl
vs.
Reuben Cook

Received of Eben Randall Clerk
eleven dollars in the aforesaid
case
Feb. 21st 1855

G. Doughty Atty
for Plaintiff

No. 55-CU-27

Union Common Pleas Court

Cyrus Pull Plaintiff,

against

Reuben Cook Defendant.

APR TERM. 1855

Settled

Journal 5 Page 384

Record No. — — Page — —

Ex. Doc. Page

Cyrus Burd, pltff
against
Reuben Cook, deft

Summons

Amount claimed $171,00
$11,00 on due bill, $160,00
damages for non performance
of contract

Filed February 20th 1855
Gaber Randall clerk

J. C. Doughty Atty for Pltff

Received this writ February 13th A.D. 1855

Served this writ February 20 A.D. 1855 by presenting a
certified copy of this writ to the within named
Reuben Cook

Fees for service 35
Mileage 55
Copy 20
$1,10

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Reuben Cook that he has been sued by Cyrus Pearl in the Court of Common Pleas of Union County, and that unless he answer by the Seventeenth day of March A. D. 1855, the petition of the said Cyrus Pearl against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 26th day of February A. D. 1855.

Witness my hand, and the seal of said court this 13th day of February A. D. 1855.

Jabez Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0028

No. 55-CW-28

Union Common Pleas Court.

Alex Doyle
Plaintiff,

AGAINST

Val
Henry H Darling
Defendant.

JUN TERM. 1855

No Record

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

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

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

14 Law

Alexander Doyle

vs

Henry H Darling et

John Burge

187

195
150
345
16
361

74

Alexander Doyle

v

Henry H. Darling & Jno Burge

I am bail for costs

Settled & Costs paid no second

Petition.

Serve Summons to the Sheriff of Union County returnable according to law amt of claim $ 212.50 with interest at the rate of 10 per cent. from Oct 30th 1852.

Filed Sept. 19th 1855
John Randall Clk

James W. Robinson
for Plff

State of Ohio
Union County } Court of Common Pleas.

Alexander Doyle Plaintiff
v
Henry H Darling & John Burge Defts

Petition:

The Plaintiff Alexander Doyle by this his petition represents that there is due to him from the Defendants Henry H Darling & John Burge the sum of two hundred and twelve dollars & one half with interest from the 30th day of October 1852 at the rate of ten per centum per annum. upon a promissory note of the Defendants dated Oct 30 1852 payable two years after date to the order of R S Moody for the sum of $212. 50/100. and by him endorsed to the Plaintiff before due. A copy of which is herewith filed.

Wherefore the Plaintiff prays judgement against the Defendants for the sum of $212. 50/100, with interest at the rate of ten per cent, from the 30th day of Octr AD 1852.

By James M Robinson
his Attys

Alexander Doyle being first duly sworn, says that he is the Plaintiff in the above action, and that he believes the facts stated in the foregoing petition to be true. A. Doyle

I George Webster Clerk of the Court of Common Pleas within & for the County of Jefferson & State of Ohio do certify that the abovenamed Alexander Doyle was by me first duly sworn to the foregoing petition, and that he signed the same in my presence. February 13. 1855.

Geo Webster Clerk Court
Common pleas Jefferson Co Ohio

Copy.

$212 50/100 Richwood Oct 30 1852

Two years after date we or either of us promise to pay to the order R. S. Woodey Two hundred & twelve dollars & fifty cents, with interest from Date at the rate of 10 per centum per annum —.

Henry H Darling
John Burge.

Endorsed R. S. Woodey.

Alexander Doyle
vs.
Henry H. Darling &
John Burge

Amount of claim
$212.50 with Interest
at ten per cent from
Oct 30th 1852

James W Robinson
for Plff

Received this writ February 15th 1853 and served the same March 1st A.D. 1853 by presenting a certified copy of this writ to each of the within named defendants

Fees Service	53
2 copies "	40
Mileage	5
	$1.05

Received my fees
William H. Robinson Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Henry H Darling & John Burge that they have been sued by Alexander Doyle in the Court of Common Pleas of Union County, and that unless the answer by the 24th day of March A. D. 1855 the petition of the said Alexander Doyle against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of March A. D. 1855.

Witness my hand, and the seal of said court this 19th day of February A. D. 1855

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0029

No. 55-CV-29

Union Common Pleas Court.

Henry C. Sling Plaintiff,

AGAINST

Henry Masser et al Defendant.

APR TERM. 1856

DECREE FOR PLAINTF

Journal 6 Page 14

Record No. 7 Page 360

Ex. Doc. B B Page 160

Henry W. King
vs.
Henry Mapes et al

Full costs
made &
Recorded

Recorded in B. 7
p 360

Journals 5 & 6,
in 5 pages 387-407 & 458
in 6 " 14

D. B. 160

Sundries 2.25
Wm Adams 1.00
1 Lumber 5.25
Shop 5.25
Lot 30
Labor
8473
P Fa 80.00
$114.73

Order for Partition issued
April 19th 1833

75

Henry C. King
vs
Henry Maybee et als

Petition for partition

Filed February 19th 1855
Peter Randall Clerk

Recorded

Hamilton & Lincoln
Attorneys

To the Court of Common Pleas of Union County Ohio

Henry Clay King
against
Henry McGee, James Sanfley & Edgal Ah Sanfley his wife, John E King & John Z. A. King & Sophia S King his wife and Nancy Elizabeth King.

Petition for Partition

Your petitioner Henry Clay King, of Paducah in the State of Kentucky respectfully represents that about the year 1829 Rice Haggart of Kentucky died seized of an estate in fee in the following lands, in Union County, Ohio, and described as follows: The undivide half of Survey No 7022, beginning at,

That said undivided half of said Survey descended to the following persons, children and grand children of said Rice Haggart deceased in the following proportion,

I To James Haggart a son of said Rice Haggart, the undivided eighth part of said Survey in fee

II To David R Haggart a son of said Rice Haggart deceased the undivided eighth part of said Survey in fee.

III To Elizabeth Haggart daughter of said Rice Haggart, who afterwards intermarried

with James Langley now residing in the State of Louisiana, the undivided eighth part of said survey in fee

IV To Nancy Haggard daughter of said Rice Haggard, who afterwards intermarried with King, of the State of Kentucky, the undivided eighth part of said Survey in fee

Your petitioner further represents that Nancy Haggard (subsequently Nancy King) and her husband King are both since and now dead, and that their interest in said land descended to their children of whom they left four who survived them, and who now survive; that is John E. King, and your petitioner Henry Clay King, Sophia S. King who afterwards intermarried with and is now the wife of John Q. A. King of Paducah in the State of Kentucky, and that said land descended them as follows;

V To John E. King grandson of said Rice Haggard the undivided thirty second part of said Survey, in fee

VI To Sophia S. King now the wife of John Q. A. King grand daughter of said Rice Haggard the undivided thirty second part of said Survey in fee

VII To Nancy Elizabeth King granddaughter of said Rice Haggard, now of the State of Kentucky, the undivided thirty second part of said Survey in fee

VIII To your petitioner, a grand son of said Rice Haggard, the undivided thirty second part of said Survey in fee

Your petitioner further represents that said land is owned by the following persons in the following proportions as co-parceners, that is; Henry Massie of Chillicothe, Ross County, Ohio, the undivided three fourths of said survey, Elizabeth Sanfley formerly Elizabeth Haggart of the State of Louisiana - the undivided eighth part of said survey, John E King the undivided thirty second part thereof, and Sophia S. King, now the wife of John 2 A King of Paducah Kentucky, the undivided thirty second part thereof; and your petitioner Henry Clay King, the undivided thirty second part thereof, and to Nancy Elizabeth King the undivided thirty-second part thereof.

Your petitioner prays that said Henry Massie, James Sanfley, John E King, Nancy Elizabeth King, and John 2. A. King be made parties defendants to this petition. Your petitioner desiring to hold his interest in severalty, prays that partition of said premises be made, or if it shall appear that partition cannot be made without manifest injury, then that it may be sold, or other order taken pursuant to the statute in such cases made and provided.

By Hamilton & Lincoln
Attorneys for petitioner.

H. C. King petition
v
Henry Masselbals.
Proof of publication

Filed April 10th 1835
Saber Randall Clk

Recorded

NOTICE.

TO Henry Massie, James Saufley and Elizabeth Saufley his wife, (formerly Elizabeth Haggart), John E. King, John Q. A. King, and Sophia S. King his wife, and Nancy Elizabeth King. You will take notice that on the 19th day of February 1855, the undersigned filed his petition in the Court of Common Pleas of Union county, Ohio, where the same is now pending, demanding partition of the following premises in Union county, Ohio—survey No. 7022. The undersigned demands that partition be made of said premises as follows, to the undersigned one thirty-second part, to John E. King one thirty-second part, to John Q. A. King and his wife Sophia S. King one thirty-second part, to Nancy Elizabeth King one thirty-second part, and three-fourths thereof to Henry Massie, and one-eighth part to James Saufley and Elizabeth his wife.

At the next term of said court an application will be made by the undersigned for an order that partition be made of said premises.

HENRY CLAY KING,
By Hamilton & Lincoln
his attorneys.

Feb. 29, 55. (6w $03,50)

H. C. King & Henry Massie et als.

I, Samuel McBratney do solemnly swear that I am the publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County Ohio, and that the annexed notice was published in the same ~~twenty~~ forty consecutive ~~weeks~~ days prior to the 10th day of April 1855

S. McBratney

Sworn to and subscribed by Samuel McBratney in open Court this 10th day of April 1855.

Saber Randall Clerk

H C King

Henry Massie Adm Com Plaintiff
Adm Partlin

Rec of James W Rhum
five dollars & twenty five cents in full of
my fees in the above case
April 9 1856

Aquila Turner

Massie
vs
King

Robert Sharp
Rec'd

H C King

vs

Henry Massie et als } Mun Cam. Plees

Rec of James W Robinson ~~six~~ dollars & seventy five cents in full of Bal with Johnson & my fees in the above case

April 7th 1856

Robert Sharp

The clerk will please pay the amount of my fees in the Case of partition of the Mile Sergeant Survey Massy & others being $10.00 etc Mr Tomlinson

William B. Irvin

Rec

Henry King
vs
Henry Mapes et al

Proof of Pub.

Filed April 1st 1856
Isaac Randall
Clerk

Recorded

SHERIFF SALE.

Henry C. King vs Henry Massie et als

By virtue of an order of sale to me directed from the court of common pleas of Union county Ohio, I will offer for sale at the door of the court house in Marysville, between the legal hours of 10 o'clock A.M. and 4 o'clock P.M. on the 23d day of February A.D. 1856, the following described real estate, being one-fourth part of survey No 7022 situate in Union county and bounded as follows: Beginning at a white oak one of the original corners to said survey, thence with the line of Spencer's survey south 54 west 74 poles to a stake in said line, corner to a 750 acre lot assigned to Henry Massie, thence with the line of said Massie's lot south 36 east 360 poles to a stake and three dogwoods corner to said Massie's lot, thence north 54 east 4 poles to a hickory sugartree and lynn in the line of Elizabeth Rickman's survey No 4073, thence with said line and the line of Means survey north 9 west 454 poles to two sugars and two hickories original corner to said survey, thence with an old line south 81 west 126 poles to two beeches and hickory original corner to the survey, thence south 36 east 113 poles to the beginning, containing two hundred and fifty acres more or less; appraised at six dollars per acre.

Terms of sale, one half the purchase money will be required in hand, and the balance in one year from the time of sale; deferred payment to be secured by mortgage on the premises.

W. H. ROBB, Sheriff.

Jan. 22, 1856—pf4,50.

I, Samuel McBratney do make solemn oath, that I am the publisher of the Marysville Tribune, a weekly newspaper of general circulation in Union County, State Ohio, and that the annexed "Sheriff Sale" was published therein for five weeks, previous to the 23d day of February 1856.

S. McBratney

Sworn to & Subscribed before me this April 1st 1856

Laban Rendall Clk

Filed and Recorded
December 13th 1843
in Book 9 Pages
214 & 215

James Turner
Recorder
W.C.O.

Fees $0 87 paid

Nancy Haggard -
James Haggard &
David R. Haggard

to } Deed

Nath: Mapes &
Henry Mapes

3/4 of 866 2/3 acres No 7022
as of 200 " " 7023
In Union & Delaware -

Transferred in the
name of Henry
Mapes -
Dec 12. 1843

O. C. Kennedy Auditor
of Union County

Fees paid

This Indenture made & entered into this 14th day of July 1839 Between Nancy Haggard, the wife of Rice Haggard decease, and James Haggard & David R. Haggard two sons & heirs at law of said Rice Haggard decease, there being only two other Children & heirs at law of said Rice Haggard decease, viz Nancy King now decease, who left four children and Elizabeth Sanfley wife of James Sanfley she now living which two last named heirs do not unite in this Conveyance. The said Nancy Haggard, James Haggard & David R. Haggard, being of full age of twenty one years each & living in Cumberland County State of Kentucky, of the One part, and Nathaniel Massie & Henry Massie of Chillicothe State of Ohio, of the other part. Witnesseth.

That the said Nancy Haggard in her own right and being entitled to the One undivided half of the whole of the two tracts of land hereby intended to be Conveyed and the said James Haggard & David R. Haggard two of the four Children & heirs at law of Rice Haggard dec.d being entitled each to One eight part of the whole tracts or the One fourth part of the One undivided half of the whole of said two tracts of land, hereby intended to to be Conveyed, the said lands being patented jointly by the United States to Rice Haggard & Nancy Haggard

The said Nancy Haggard & James Haggard & David R. Haggard for their interests as above described jointly for the Consideration of the sum of Seventeen Hundred Fifty nine Dollars & Seventy six Cents to us in hand paid in part, and the remainder to be paid, at future & stipulated periods, have bargained & sold and do by these presents grant, bargain & sell & Convey unto the said Nath.l & Henry Massie their heirs & assigns forever, the undivided three fourths of two tracts of land lying in the State of Ohio within the Virginia military district - the first tract lying in Union County Ohio & bounded and described as follows, lying on Darbys & mill Creek "& Beginning at two sugar trees, Northwest Corner to Robert Mears survey No. 5729 running S 10 E 430 poles Crossing a branch at 96 poles, one at 116 poles & one at 398 poles to a sugar tree, hickory & lynn in the line of Elizabeth Richmons Survey No. 4073 S 53 W 314 poles Crossing a branch at 296 poles to a sugar tree iron wood & dogwood, S 37 W 340 poles to two sugar trees & a dogwood, thence N 53 E 406 poles to a white oak lynn & beech, N 37 W. 100 poles Crossing a branch at 10 poles to two beeches & a hickory, thence N. 80 E 120 poles to the "Beginning" Containing by survey & patent

Eight Hundred Sixty six & one third acres be the same more or less.

Also a second tract of land, situate & being in the County of Delaware on the Waters of Bokes Creek and bounded as follows to wit "Beginning at three sugartrees South West Corner of Joseph Sagart's survey No. 6138 N. 7° E 152 poles to two hickories in the line of said Survey No. 6138 N 83° E. 228 poles to an ash, dogwood, hickory & sugartree, S. 7° W. 140 poles to a sugartree and hickory North West Corner of J. Bowels survey No. 3402 S 80 E 229 poles to the Beginning" being entry & survey No. 7023 of Ten hundred acres in the name of Rice Haggard & Nancy Haggard.

To have and to hold the lands hereby conveyed with the appurtenances unto the said Nathaniel Massie & Henry Massie their heirs & assigns forever.

And the said Nancy Haggard in her own right, and the said James Haggard & David R. Haggard in their rights as heirs & sons of the said Rice Haggard deceased, for themselves & their heirs respectively, hereby warrant their interests in the said two tracts of land hereby conveyed, unto the said Nathaniel & Henry Massie & their heirs against themselves and their heirs respectively but not against the claim or claims of any other person or persons whatsoever.

In testimony whereof we the said Nancy Haggard, James Haggard & David R. Haggard have hereunto set their hands & seals, the day & year first written.

Signed, sealed and
acknowledged in presence of

M. King

J. Miller

F. W. Alexander

Nancy Haggard (Seal)

Jas Haggard (Seal)

D. R. Haggard (Seal)

State of Kentucky
Cumberland County Sct
I Before the subscriber a Justice of the peace in and for the State & County aforesaid, personally appeared Nancy Haggard, James Haggard and David R. Haggard grantors of the above and within deed of Conveyance, and acknowledged the signing & sealing thereof to be their act and deed voluntarily done this 14th day of June 1839

F W Alexander, - Justice of the peace

State of Kentucky Cumberland County Sct
I Milton King the Clerk of the County Court for said County, do Certify that Fayette W. Alexander - whose name is subscribed to the above Certificate of Acknowledgement, is a Justice of the peace in & for said County, duly Commissioned & qualified, that his Official Acts are entitled to full faith and Credit, and his signature is genuine -

In Testimony whereof, I have hereunto set my hand and the seal of my Office in Burksville this 14th day of June 1839

M. King

Kentucky Cumberland County Sct
I Reuben Alexander the presiding Justice of the peace in & for said County, do Certify that Milton King whose name is subscribed to the above Certificate, is the Clerk of the County Court for said County and that his Official Acts are entitled to full Credit. Witness my hand this 14th day of June 1839 -

Reuben Alexander J.P.
& Presiding Justice

The State of Illinois Mercer County S.S.

On the 6th day of June 1855, William R. Brim, Aquilla Freeman & Robert Sharp the within named commissioners were duly sworn by me ~~to make partition~~ to make partition of the land within described in pursuance of the order of the Court.

Sheriffs Fees Service $1.00 William H. Robb Sheriff

Mileage .60

$1.60

Henry C. King
vs
Henry Crapsie
Order for Partition

Filed June 18th 1855
John Ronalds Clerk

Recorded

I have executed the within writ, by the oaths of the commissioners named in the within order whose report is herewith returned

June 18th 1855 William H. Robb Sheriff

The State of Ohio Union County ss

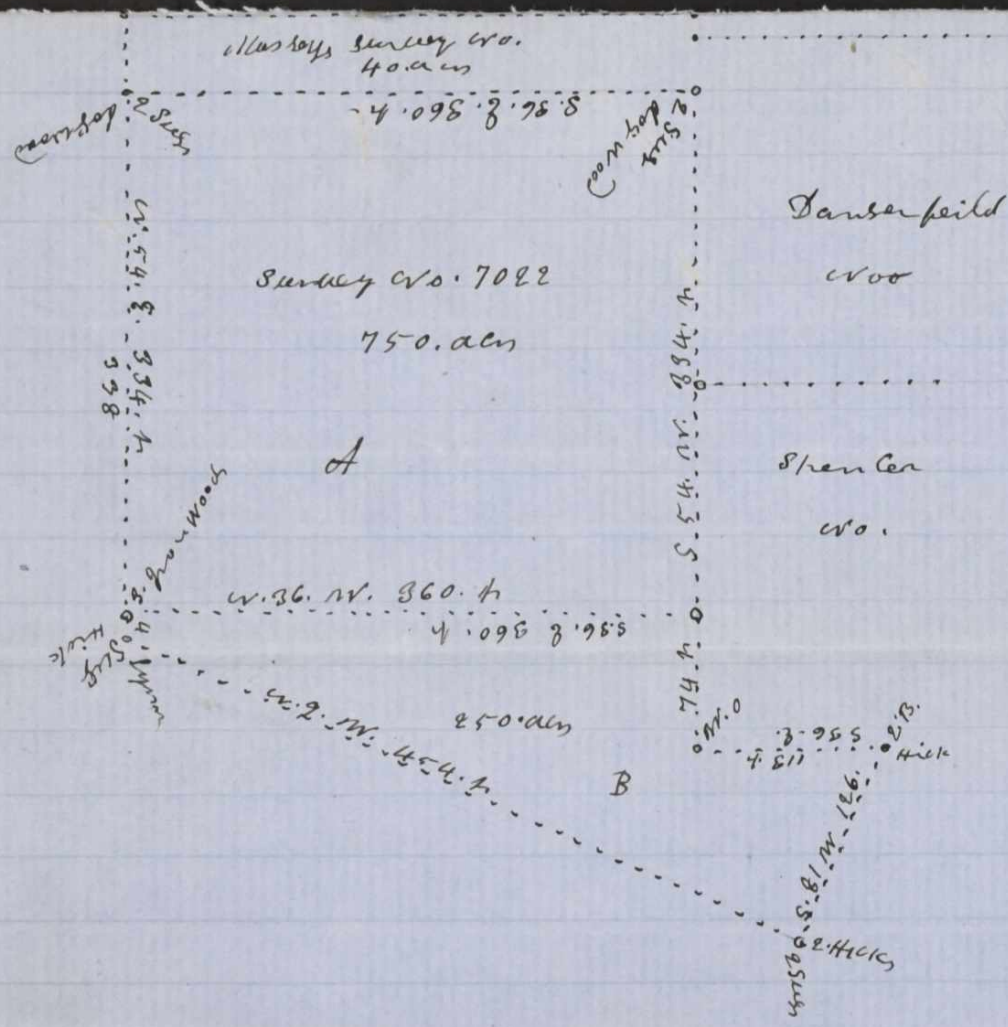
To the Sheriff of Union County Greeting

We command you, that without delay by the oaths of William B. Irwin Aquilla Turner & Robert Sharp you cause Partition to be made of the following real estate situate in said County of Union and described as follows ~~the [illegible] half of~~ Survey No. 7022 among the following persons and in the following proportions to wit, To Henry C. King one thirty second part of said survey, to John E. King one thirty second part of sd survey, to John D. King and his wife Sophia S. King one thirty second part of said survey, To Nancy Elizabeth King one thirty second part of said survey, to James Saufley and his wife Elizabeth Saufley one Eighth part of sd survey, And to Henry Mapsie three fourths thereof. In pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Partition wherein Henry C. King is Petitioner and Henry Mapsie Et als are defendants and that your proceedings in the premises you distinctly certify under your hand to our next Court of Common Pleas within and for the said County of Union together with this writ

Witness Taber Randall Clerk of our said Court of Common Pleas this 19th day of April A.D. 1855

Taber Randall Clerk

A. C. Pluger & Mattie
& others
Report of Commissioners



In obedience to the commands of a writ of partition from the Court of Common pleas for the County of Union State of Ohio at the April Term thereof for partition of survey No. 7022 in sd County we the undersigned Commissioners in sd writ would report that after being duly sworn by the Sheriff of sd County. as the law directs on actual view of said survey of sd survey we have decided the same as follows. we assign and set off to Henry Massey as his real three quarters of sd survey as follows Beginning at 2 Sycamores and a dogwood in the line of Danserfeilds survey No. one of the original Corners to sd survey an Corner to sd Masseys survey of 40. acres No. then with the original line of sd survey No 7022. connecting the Course thence of South 36. degrees East. 360. pols to a dogwood & 2 Sycs the original Corner then No. 54. degrees East 334. pols to a stake. an 3 Iron woods then North 36. degrees West 360. pols to a stake in the line of Joseph Spencers survey No. from which a Beech tree 20 inches in diameter bears South 75. degrees East 26. links then with the line of Spencer and Danserfeilds sd surveys S. 54. degrees West 334. pols to the beginning Con

containing Seven hundred and fifty acrs as may be seen on the plat here with returned Marked. A. which is part of this report

We set of and assign to the other Heirs named in Sd writ as follows as there Equal one fourth part of Sd survey Begining at a White oak one of the orig a nal Corners to Sd survey then Run with the line of Spencers survey N.o. S. 54. W. 74. pols to a stake in Sd line Con to 750 acrs Set of and assigned to Henry Massey from which a Beech tree 20 inches in diameter bears S. 75. degrees. East 26 links then with the line of Sd Masseys lot S. 36 degrees East 360. pols to a stake and B. Iron wood Corner to Sd Masseys lot then N. 54. 8. 4. pols to a Hickory Sassafrac tree and lynn in the line of Elisabeth Rickmans survey N.o. 4073. then with S line and the line of Meeks Survey N. 9. degrees West 454 pols to 2 Sassafrac trees and 2 Hickorys original Corner trees to Sd survey then with an old line S. 81. degrees West 126 pols to 2 Beeches and a Hickory original Corner to the survey then S. 86 East 113. pols to the be ginning which may be more fully seen on the plat here with returned Marked B. which is made part of this report Containing two hundred and fifty acrs 250. the last discribed lot we Consider not susceptable of partition as commanded in the writ with out material damage to the Land and we apprais the same to be worth Six dollars per acre all of which is re spect fully submited this 7th day of June 1855

Robert Sharp
Aquilla Turner } Commis
William B. Irwin

Fees in the above Case

Aquilla Turner as Commissioner 3. days $3.00 per day and when Serving 3 days $2.25	$5.25
Robert Sharp " " " " " " "	5.25
Baldon Johnston to marking two days	1.50
William B. Irwin Surveyor and Commissioner 3. days at $3.00 per day	9.00
Making plat and Report one dollar	1.00

William B. Irwin Surveyor

The State of Ohio Muskingum County S.S.
On the day of June 1835 William B
Irwin, Adella Sumner, & Robert Sharp,
the within named Commissioners, were duly

Received this writ January 22nd A.D. 1856. Advertised the within described premises 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 23 day of February A.D. 1856 it being the time said property was advertised to be sold I offered the same for sale according to law and sold said real estate to James W. Robinson for four dollars per acre that being two thirds the appraised value thereof and he being the highest and best bidder therefor.

Fees Service 35
Advertisement 25
Poundage 10.00
Printers fee 4.50
Return .20
$ 15.50

William H. Robb Sheriff

J. B. 160

Henry C. Young
vs
Henry Moffit Et al

Writ of Sale

Filed March 5th 1856
John Hanna Clk

Received
Thomas V. Lincoln

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

In pursuance of an order of our Court of Common Pleas within and for the County of Union at the October Term thereof A.D. 1855 in a certain petition for partition now pending in said Court wherein Henry C. King is petitioner and Henry Mapie et. als 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, being one fourth part of Survey No. 7022 situate in said Union County and bounded as follows, beginning at a white oak one of the original corners to said Survey thence with the line of Spencer's Survey No. S 54 W 74 poles to a stake in said line corner to a 750 acre lot assigned to Henry Mapie (from which a beech tree bears S 75° E 26 links) thence with the line of said Mapie's lot S 36° E 360 poles to a stake & three dogwoods corner to said Mapie's lot thence N. 54, E. 4 poles to a hickory sugar tree & Lynn in the line of Elizabeth Rickmans Survey No. 4073 thence with said line and the line of Means Survey N 9 W 454 poles to two sugars & two hickories original corner to said Survey thence with an old line S 81 W 126 poles to two beeches & hickory original corner to the survey thence S 36 E 113 poles to the beginning containing two hundred and fifty acres, "upon the following terms to wit. One half of the purchase money in hand and the ballance in one year there after with interest from the time of sale." And of this writ you will make due return in sixty days

Witness Zaber Randall Clerk of said Court of Common Pleas at Marysville this 22d January A.D. 1856

Zaber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0030

Civil/Domestic Case

1855-CV-0030

consolidated with

Civil Case

1855-CV-0033

Civil/Domestic Case File

Case No. 1855-CV-0031

Civil/Domestic Case

1855-CV-0031

consolidated with

Civil Case

1855-CV-0033

Civil/Domestic Case File

Case No. 1855-CV-0032

Civil/Domestic Case

1855-CV-0032

consolidated with

Civil Case

1855-CV-0033

Civil/Domestic Case File

Case No. 1855-CV-0033

Civil/Domestic Case

1855-CV-0033

located with

District Court Case

1857-DC-0002

Civil/Domestic Case File

Case No. 1855-CV-0034

No. SS-CV-34

Union Common Pleas Court.

Andrew J. Barry
Plaintiff,

AGAINST

Edward Powers
Defendant.

April 1855

JUDGMENT VS DEFENDANT

$824.68

Journal 5 Page 396

Record No. 7 Page 138

Ex. Doc. B Page 27

Law 77

Andrew J. Barry

vs.

Edward Powers

Costs made

per order

824,68

Recorded by me

April 23rd 1833

77

Andrew J Barry

vs

Edward Powers

Petition

Issue summons returnable according to law

Amount claimed $772,75 with interest from April 12th A D 1854 =

James M Robinson
pl's Atty

Filed February 22nd 1855
John Randall Clerk

J M Robinson

I acknowledge myself bail for costs
C A Phelps

Andrew J Barry
plaintiff
against
Edward Powers
defendant

Court of Common Pleas
Union County Ohio
Petition

Andrew J Barry plaintiff says there is due to him from Edward Powers defendant on the four promissory notes of the said Edward Powers (a copy of each of which four notes is hereto attached) the sum of seven hundred and ~~seventy two~~ dollars and seventy five cents with interest from the 12th day of April AD 1854

Whereupon the plaintiff asks judgement against the defendant for seven hundred and ~~seventy two~~ dollars and seventy ~~five~~ cents with interest from the 12th day of April 1854

James W Robinson Pltffs Atty

The state of Ohio Union County ss

Dr James W Robinson being duly sworn say that I am the Attorney of Andrew J Barry the plaintiff in this behalf, that the plaintiff is not a resident of the state of Ohio, that the promissory notes on which this suit is founded are in my possession & for these reasons I make this affidavit, and that I believe the statements in the foregoing petition are true

James W Robinson

sworn to and subscribed before me & in my presence by James W Robinson this 22d day of February 1855

Lebe Randall Clerk

One year after date I promise to pay Levi Phelps for the use of Andrew J Barry two hundred and two dollars & fifty cents with interest for value received as witness my hand this 17th day of September AD 1850

Edward Powers

Two years from this date I promise to pay Levi Phelps for the use of Andrew J Barry two hundred and two dollars and fifty cents with interest from date for value rec'd as witness my hand this 17th day of September 1850

Edward Powers

Three years from this date I promise to pay Levi Phelps for the use of Andrew J Barry two hundred and two dollars & fifty cents with interest for value received as witness my hand this 17th day of September AD 1850

Edward Powers

Four years from this date I promise to pay Levi Phelps for the use of Andrew J Barry two hundred and two dollars & fifty cents with interest from date as witness my hand this 17th day of September 1850

Edward Powers

There was paid on these four notes $100. Jany 1st 1852 and $100. April 12th 1854

The above are the copies referred to in the annexed petition

James W Robinson
Pltffs Atty

Received this writ February 24th A.D. 1855 — and served the same March 3rd A.D. 1855 by leaving a certified copy of this writ at the residence of the within named Edward Powers

Fees Service 85
Copy 20
Mileage (05)
100

William H. Robbs Sheriff

Andrew J. Barry
vs.
Edward Powers

Amount claimed $172,75
with Interest from April
12th A.D. 1854

Filed March 3rd 1855
Leber Randall Clerk

James W. Robinson

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Edward Powers that he has been sued by Andrew J. Barry in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of March A. D. 1855, the petition of the said Andrew J. Barry against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of March A. D. 1855.

Witness my hand, and the seal of said court this 22d day of February A. D. 1855.

Jabez Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 27

Andrew J. Barry
vs
Edward Powers

Debt	$824,68
Costs	4,31
this writ	70

Filed July 11th 1855
Silas Randall Clerk

Received

Robinson

Received this writ May 12th 1853 - But by order of the Attorney for Plaintiff, this writ is returned without process
Fees Return, 70
William H. Ruff 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 11th day of April A. D. 1855, Andrew J. Barry

recovered against

Edward Powers

as well as the sum of Eight hundred & twenty four dollars and Sixty Eight cents for his debt, as the sum of

dollars and cents, for

damages; as also the sum of $ 4,31 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 Edward Powers

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the Eleventh day of April A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 12th day of May A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0035

No. 55-CU-35

Union Common Pleas Court.

W. M. Smith, Plaintiff,

AGAINST

William Burns, Defendant.

April 1855.

Settled.

Journal 5 Page 385

Record No. No Record Page

Ex. Doc. — Page —

79 Law

Wm Smith

vs.

William Burns

2.

Recd

79

Union Com Pleas

W. M. Smith

vs

William Burns

Civil action

Foreclosure of mortgage

Settled & costs
Paid
April 9th 1855

Filed February 22 1855
Zaben Randall, clerk

A B Allen
Pltffs atty

Issue a Summons in this case returnable according to law.

Amt. Claimed $500 with interest from Nov. 26, 1854.

for foreclosure of a mortgage

Feb. 22, 1855

A B Allen atty for Pltff.

Court of Common Pleas Union County

William M. Smith plaintiff
against } Petition
William Simms Deft

Plaintiff says that on the 26th day of May A.D. 1854 the defendant executed and delivered a deed of mortgage conveying to the Plaintiff the following property to wit situate in the County of Union and State of Ohio and bounded as follows to wit being part of out lot No. 8 in the town of Marysville, beginning at the northwest corner of a lot sold by David J Welsh and Wife to A. D. Sumner and in the line of land formerly owned by Joshua Mathiott, thence with said Mathiotts line N 89 W 4 rods to a stake, thence S 1 W 10 poles & 6 links to a stake, thence S 89 E 4 poles to a stake S.W. corner of said A D Sumners lot thence with said Sumners line N 1 E to the place of beginning containing one fourth of an acre more or less, to secure the payment of a debt evidenced by his note to the plaintiff for fifty dollars dated the 26th day of May A.D. 1854 and payable six months after date. The mortgage was recorded in the Recorders office of Union County on the 27th day of July A.D. 1854. A Copy of the mortgage and note are here to attached. Plaintiff further says the note is due and no payment has been made thereon Whereupon he prays judgment for fifty dollars with interest from the 26th day of November A.D. 1854. for the sale of the mortgaged property to pay said debt and for other proper relief

J. B. Allen Atty for Plff

The State of Ohio, Union County

William M Smith being sworn says that he believes the statements of the foregoing petition to be true

W. M. Smith.

Sworn to by William M. Smith before me and signed by him in my presence this 22nd day of February A.D. 1855

Saber Randall Clerk

The following is a copy of said Mortgage-

"Know all men, that I, William Burns of the county of Union, and State of Ohio, in consideration of the sum of one hundred and thirty dollars, in hand paid by W. M. Smith of the same place, have bargained and sold and do hereby grant, bargain, sell and convey unto the said W. M. Smith, his heirs and assigns forever, the following premises, situate in the County of Union, State of Ohio, and bounded as follows.

Being part of out lot No. 8, in the town of Marysville, Beginning at the Northwest corner of a lot sold by David S. Welch and Wife to A. J. Turner and in the line of land formerly owned by Joshua Mathias, thence with said Mathias's line, N. 89 W. 4 rods to a stake, thence S. 1° West, 10 poles and 6 links to a stake, thence S. 89 E. 4 poles to a stake, S. W. Corner of said A. J. Turners lot, thence with said Turners line N. 1° E. to the place of beginning, Containing one fourth of an acre more or less.

To have and to hold said premises, with the appurtenances, unto the said W. M. Smith, his heirs and assigns forever, Provided Always, and these presents are upon this condition, that whereas said William Burns hath executed to said W. M. Smith his promissory notes of even date herewith, for the payment of the following sums of money at the times following, thirty dollars in sixty days, and fifty dollars in six months with interest on the same from May 26th A.D. 1854 Now if the said William Burns shall pay said several sums of money to said W. M. Smith, or his assigns when the same respectively becomes due, with the interest, then these presents to be void, otherwise to be and remain in full force

In Testimony whereof the said William Burns has hereunto set his hand and seal this 26th day of May, in the year one thousand Eight hundred and fifty four

William his X mark Burns (seal)

Executed in presence of

John Barbour {seal}
J B Allen {seal}

State of Ohio Union County ss.

Before me John Barbour a Justice of the Peace in and for said County, personally appeared the within named William Burns and acknowledged the signing and sealing of the within conveyance, to be his voluntary act and deed, this twenty sixth day of May one thousand eight fifty four

John Barbour J.P.

"

Copy of said note

"$50. May 26th 1854

Six months after date I promise to pay to the order of W. M. Smith, or bearer, the sum of fifty dollars, for value received

William his X mark Burns

Witness John Barbour

"

W. M. Smith
vs.
William Burns

Amount claimed $50,00
with Interest from Nov.
26th 1854
for foreclosure of
Mortgage

J. B. Allen
Atty for Plaff

Received this 26th day of Nov. 1857 and serve the
same by leaving a true copy of the certificate of Plaff
with the within named William Burns

Fees Service 1.25
Mileage 05
Copy 20
Receive my fees 1.50 William H. Wolf Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify William Burns that he has been sued by W. M. Smith in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of March A. D. 1855, the petition of the said W. M. Smith against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of March A. D. 1855.

Witness my hand, and the seal of said court this 22d day of February A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0036

No. 55-CU-36

Union Common Pleas Court.

Richard Riley Sr
Plaintiff,

AGAINST

James Westlake
Defendant.

June 1855

JUDGMENT VS DEFENDANT

~~B~~ 885 55

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No ~~8~~ 49

Richard Riley Sr.

to

James Westlake

49

for record

Cost bill

$1.75

Recorded

Cole for Pltff

Judgement received June 22d 1855
for $385,55
7 27
2 8 2

Richard Riley Jun,
vs,
James Westlake

Amount claimed $365,10
with Interest from November
6th 1852 less a payment
of $22 37/100 endorsed on
the note November
18th 1852

Filed March 3rd 1855
Zaba Randall Clerk

Recorded

P. B. Cole Atty
for Plaintiff

Received this writ February 24th 1855 and served the
same by leaving a certified copy of this
writ at the residence of the within named James Westlake

Fees service 55
Copy 20
Mileage 20
1.35

William H. Rodd Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify James Westlake that he has been sued by Richard Riley Sen, in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of March A. D. 1855 the petition of the said Richard Riley Sen, against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the fifth day of March A. D. 1855.

Witness my hand, and the seal of said court this 24th day of February A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Richard Riley Plaintiff
against
James Willock

Affidavit for
Continuance

Filed April 10th 1835
Saber Randall Clerk

Richard Riley, Plaintiff } In Com.
against } Common Pleas.
James Westlake }

The said James Westlake makes solemn oath that, William Wortman & Joshua Shaha of Belmont Co. are material witnesses for him in this cause, without whose testimony he can not, safely, proceed, to the trial thereof, As he is advised, by his counsel, and verily believes, to be true; That the said James Westlake, states, that he was, and is unacquainted with the rules, of this court in filing his Answer; to petitions, and, it being, too late, to file his answer, to this petition filed, against him; was, under the belief, that the Answer, could, only be filed, by, permission of the court, which, prevented him from procuring his testimony; Affiant further states, that he had, not, sufficient; time to procure this testimony of his witnesses, by whom he expects, to prove payment to the amount of One hundred Dollars which, should have been credited upon the Note, stated in Plaintiffs petition, That deponent hereby expects, to procure, the attendance, or deposition of the said Wortman & Shahan at the next term of this court, and that this affidavit, is not made, for delay, merely, but for the purposes, of Justice, James Westlake

Sworn to and subscribed, in open court this 10th day of April AD 1855,

Saba Randall Clerk

Thomas Pulyde
against
James Wallace Dep

Answer

Filed April 10th 1835.
Saber Rendall Clerk

J. B. Dayhy
atty for Defendant

Richard Riley } County of Common
against } Pleas. Union
James Westlake } County Ohio

Answer.

The Defendant James Westlake Answers, to the Petition. that he did sign. the Note mentioned in the petition of Plaintiff, and execute, and sign the Mortgage, as set forth in said Petition,

Defendant further says. that he has offsets against said not for which he has received no credit, to the amount of, one hundred Dollars; which said sum of one hundred Dollars was paid the Plaintiff, by William Workman, of the County of Bellmont, Ohio; which should have been endorsed, on said Note held by the said Plaintiff,

Defendant further says. that, the Plaintiff received, thirty bushels of corn, at thirty seven cents per Bushel; amounting to Eleven Dollars, and twenty five cents which should have been credited, on said Note, set forth in Petition of Plaintiff, also, the sum of one Dollar, for wood sold at vendue, of Defendant, and bought, by Plaintiff, which should have been credited on said Note. The Defendant, asks, judgment by the above specified sums of money be allowed, as a setoff - against, Plaintiff, one year thereafter mg. Note, as they have been paid. since

the date of said Note, and recd by Plaintiff, as to the time of said payments; Com delivered, somtim in the Month of, December, 1852; the Vandue Goods, in ~~Knoxville~~, sold, and delivered on or about 18th of Novemb 1852, The hundred, Dollars, on or about, the day of, April, 1854;

J. C. Dwight
Atty for Defendant

State of Ohio
Muskingum Co. James Westlake, Defendant being sworn says that he believes the statements of the fregoing Answer to be true

~~James Westlake~~
James Westlake

Sworn to by James Westlake before me and subscribed in my presence this 18 day of ~~April~~ June AD 1855

John Barrow J.P.

80 ⅱ°

Richard Pulsey &c

Jun't } Petition to freedom

James Mistlake

Filed February 24th 1835
Saba. Randall Clerk

Recorded

by Cole

I acknowledge myself bail for Austin the within case

Philip Snider

Richard Riley Sr. Plaintiff
against
James Westlake Defendant

Issue a summons returnable according to law

Amount claimed Three Hundred and Fifty Five dollars with interest from November 6th 1852, ~~Kept~~ less a payment of twenty two 37/100 Dollars endorsed on the note November 18, 1852,

P B Leslie Atty
for Plaintiff,

Richard Riley Sr.
Plaintiff
against
Jenny Westlake
Defendant

Court of Common Pleas
Union County.

Plaintiff says, on the 6th day of November one thousand eight hundred and fifty two the defendant executed and delivered a deed of mortgage conveying to the plaintiff the following property to wit part of Survey No 4075, beginning at a hickory beech and dogwood North West corner to Michael S. Wonders lot thence with his line S. 10. E. 162 poles to a fine sugar tree and a beech, thence S. 80 W. 162 poles to a sugar, thence N. 10 W. 162 poles to a maple thence N. 80. E. 162 the beginning containing one hundred and sixty four acres more or less. situate in Union County and State of Ohio. Said mortgage was executed to secure the payment of a debt evidenced by his note to the plaintiff for three thousand and sixty five dollars with interest from date. dated November 6th 1852. and payable on or before the first day of November 1854, the mortgage was recorded in the Recorders office of Union County on the day of A.D. 1852

A copy of the note and mortgage are hereto attached

The plaintiff further says that the note is due and no payments made thereon. except twenty two dollars 37 cents off the date of November 1852, whereupon he asks for a Judgment for three thousand and sixty five dollars with interest from November 6. 1852, after properly deducting the payment above specified which is indorsed on said note, and also asks for the sale of the mortgaged property to pay said debt and for other proper relief

P. B. Cole Atty. for Plff.

P. B. Cole being duly sworn says that he is Attorney for the Plaintiff. Also says that the said Plaintiff is a nonresident of the county of Union, that this suit is about to be brought on a note which is in the possession of affiant, and that the said Plaintiff did not make the affidavit says that he is a nonresident and the nonresidence and delay

it would cause to have him doit, makes the affidavit affiant says further that he believes the statement contained in this petition are true, for the reason that he has the aforesaid note, and the defendant admitted to him the justice of the same; the defendant stated that he had ~~left~~ made some arrangement to pay more on said note, but did not know whether or any further payments had or had not been made.

P. Bleule Atty
for Pltff.

Sworn to & subscribed before me this 24 day of Feby, 1855 — Zaber Randall Clerk

Copy of Note & Indorsement —

On or before the first day of November 1854 I promise to pay unto Richard Bailey Jr, his heirs or assigns the full and just sum of Three Hundred and Sixty five dollars with interest from date, for value received as witness my hand and seal this 6th day of November 1852 (Signed) Jeremy Westlake (Seal)

Jeremy, Wm Highleyman
Jeremy H Cutshaw

November 18 1852 Received on the within Twenty two dollars 57 cents —

Know all men by these presents that I James Westlake of the County of Belmont and State of Ohio for consideration of the sum of Three Hundred and Seventy five Dollars in hand paid by Richard Riley Sen. of the same place, have bargained and sold and hereby grant bargain sell and convey unto the said Richard Riley his heirs and assigns forever the following premises situate in the County of Union and State of Ohio being a part of Survey No 4075 of the Virginia Military District to wit, called, beginning and bounded, Beginning at a hickory beach and ash trees, the N. W. corner of Michael S Wood's lot, thence with his line S. 10. E. 162. poles to five sugar trees and a beach thence S. 80. W. 162. poles to a sugar tree, thence N 10 W. 162 poles to a maple, thence N. 80. East 162 to the place of beginning, containing one hundred and sixty acres more or less To have and to hold the said premises with the appurtenances to the said Richard Riley his heirs and assigns forever. Provided always and these presents are upon this condition, that whereas said James Westlake hath executed his promissory note of even date herewith for the payment of the following sums of money, at the times following, Three hundred and Sixty five dollars, on the first day of November AD 1854 with interest. Now if the said James Westlake shall pay the said sum of money to Richard Riley Sr. or his assigns, when the same shall 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 James Westlake have hereunto set his hand and seal this 5th day of November in the year of our Lord ~~one~~ 1852,

Executed in presence of
James H Calhoun
James Wm Highlyman

(Signed) James Westlake (Seal)

The State of Ohio
Belmont County ss

Before me James Wm Highlyman a justice of the Peace in and for said County personally appeared, the above named James Westlake, and acknowledged the signing and sealing of the within mortgage to be his voluntary act and deed, this 5th day of November AD 1852

(Signed) James Wm Highlyman J.P.

November the 18th 1852
Received on the within note
Twenty two Dollars & 37 ¢

Received on this note
Eleven dollars on account
when settled in full
against Reb June 21/55

$396.55
17/55

On or before the first Day of November 1854
I promise to pay or cause to be paid unto
Richard Riley (Neg) his heirs or assigns the full
and just Sum of Three Hundred and Sixty
five Dollars with interest from Date for
Value Recd as witness my hand and
Seal this 6th Day of November 1852

James Wm Slightman James W. Blake
James H. Calahan

Civil/Domestic Case File

Case No. 1855-CV-0037

No. 55-CV-37

Union Common Pleas Court.

Charles Gordon Adair
Plaintiff,

AGAINST

Hermiss Latimer et al
Defendant.

June 18 55

DECREE FOR PLAINTF

Journal 5 Page 400

Record No. 7 Page 206

Ex. Doc. B Page 50

81 Law

Charles Gordon &
Matilda his wife
vs
Dennis Latimer Exr

Recorded

Costs

A J Wilkins	13 00
P Buck	3 00
S Bishop	5 25
J Thomas Ch C	2 25
Sheriff	2 32
Clerk	10 25
P C Cole	50 00
	86 07

Charles Gordon
& Wife

vs } Notice

Dennis Latimer and
Others

Filed March 31st 1853
Zaber Randall Clerk

Recorded

Lemuel Latimer widow of Stephen Latimer deceased, David Latimer Thomas Latimer George Latimer and Lydia Latimer part of the heirs of said Stephen and purchasers of the interest of others of said heirs in his real Estate will take notice that Charles Gordon and Matilda his wife (late Matilda Latimer) have filed a petition against them on the 24th day of February A.D. 1855 - in the Court of Common Pleas within and for the County of Union and State of Ohio and is now pending wherein the said Charles and Matilda Gordon demand that dower be assigned and partition be made in the following real Estate, to wit. The farm on which the said Stephen Latimer deceased resided when at the time of his decease situate in Monroe & Franklin Townships Ohio being part of Survey No 3452, bounded on the South by the Post Road, West by the Road North by land of William Wooly, and Easterly land of Turner and land of Thomas Latimer, containing two hundred and forty two acres more or less, for a more particular description see the petition in this case and that at the next term of said Court application will be made by the said Charles Gordon and Matilda his wife for an order that partition may be made of said premises.

Charles Gordon
Matilda Gordon
By P. B. Cole their Attorney,

We Lemis Latimer David Latimer Thomas Latimer George Latimer and Lydia Latimer hereby acknowledge service of the foregoing notice upon us, — We do further hereby enter our appearance to said petition, and request that the prayer thereof may be granted, — by ordering the assignment of dower and partition of said premises, — witness our hands this February 24th 1855. when the said Service was made,

Lemuis Latimer (Seal)
Thomas J. Latimer (Seal)
David Latimer (Seal)
George W. Latimer (Seal)
Lydia B Latimer (Seal)

Fee for getting acknowledgement of service 3.00

Gus Turney

81

Charles Gordon
&
Matilda his wife
vs } Pet. for Part.
}

Demas Salmon

David Salmon 1/9
Thomas Salmon "
George Salmon "
Sydia Salmon 1/9
Gordon 2/9

Filed February 24th 1855
Saber Randall Clerk

Recorded

Cole for Petitioner

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

Your petitioners Chester Gordon
and Matilda his wife (late Matilda Latimer)
respectfully represent that one Stephen Latimer
(the father of said Matilda) in his life was legal sin-
gle sample and had a legal right to the three
tracts of land hereinafter described, ~~that are~~
situate in the Counties of Union and Franklin
Some tract being part of Survey No. 3452, beginning
for a stake in the centre of the Road the South East Corner
of land sold by Lyne Starling to Highland thence N. 9¼ W.
one 170 poles along Highland's line to a Black oak on the
a branch, thence up the same North the meanders thereof
to the east line of the Survey in the centre of the Cross Road
running South and North thence N. 9¾ West along
the centre of said Road 74 poles to the N. W. Corner of
Backdale's Survey Corner trees three Beeches, gum, thence
N. 81 East along the north line of said Survey to a large
sugar and small beech North West Corner of land
sold by ~~Lane~~ Lyne Starling to said Latimer, thence
S. 9¾ East 264 poles Crossing at branch at 18.
116, 119 132, 164 & 224 poles, to the Road leading from Plea-
sant Valley to Dublin thence N. 83. W. 82 poles,
to West bank of the branch in the road thence N.
76½ W. along the Road 27 poles, thence N. 51½ ~~and~~
W. along the said Road 16 poles to the beginning Con-
taining one hundred and three acres more or
less, Also another tract same survey Survey No. 3452
beginning in the centre of the Road from Dublin to Valley,
where the West line of the said Survey crosses the same a distance
with the centre of said Road Easterly towards Corner,
thence N. 9° 45' W. 170 poles along Wardy line to a

Black oak in the same thence up the run to the
west line of the Survey thence South 9. 45 East
with said West line to the beginning, containing forty
two Acres, And also one other tract of land
in said Survey No. 3452 in the County of Franklin and
State Beginning in the centre of the road being from
Dublin to Darby at the Corner of a lot of land heretofore
known as the Ward lot, thence northerly to
the Corner of a lot heretofore known as the
Barber lot, thence Eastwardly with said Barbers
line to the Easterly line of the original Survey thence
with said Easterly line to the North Corner of a lot
heretofore known as the Mallow lot of two acres
thence Southwardly said Mallows w. line to the centre
of said Road, thence with the centre of the road to the
beginning containing one Hundred & twenty Eight
Acres, Said three tracts of land contain two hundred and nineteen acres
and the whole is bounded on the South by the post Road
West by the land of Mr Woolly and East
by the Road North by land of James and fifty
Acres of the said tract which Stephen Satterlee sold to James
Satterlee ~~and~~ your petitioner further represent that
said Stephen Satterlee in his life sold and Conveyed to
James Satterlee fifty Acres of said ~~land~~ two Hundred
and nineteen Acres leaving two Hundred and forty
one Acres thereof, of which he died seized, and
the same descended to his children in equal
shares to wit to Nathan Satterlee Nancy Long
Sarah Richards Lee Satterlee David Satterlee
George Satterlee Sydnia Satterlee and Matilda Gordon
one equal ninth part each, But since the death
of said Stephen, the said Nathan has conveyed his
share to said David Nancy Long has conveyed her

said interest to the said George, the said Sarah Richards has conveyed her interest to the said Thomas Latimer and the said Lee has conveyed his share to the petitioner Charles Gordon the husband of the said Matilda Gordon, your Petitioners therefore represent that the said David Latimer was owner in fee simple two undivided ninth (2/9) parts of said premises, the said George owning a like amount of two ninth (2/9) parts the said Thomas Latimer two ninth (2/9) parts the said Lydia Latimer one ninth 1/9 part and your petitioner and his said wife Matilda two ninth parts (2/9) all of whom reside in the County of Sussex and are of age except your petitioner further represent that Dennis Latimer widow of the said Stephen Latimer deceased and whom your petitioner prays may be made a defendant to this petition, is entitled to Dower in the same premises your petitioner therefore desiring to hold their said interest in severalty, pray that partition of said lands and tenement may be made and the interest of your petitioners may be set off to them in severalty and that the Dower of the said Dennis Latimer may be assigned in said premises; or if it shall appear that partition of said lands and tenements cannot without manifest injury be made; then that the same may be sold or other order taken in that behalf pursuant to the Statute in such case made and provided.

By P. B. Clowes Attorney
for Petitioners.

Verdict

Stockwell
vs
Wrynegar

Filed June 21 1855
Taber Randall
by Cury

Jury fees paid
to Sheriff

We find for plaintiff debt 20.00
Interest 1.80
$21.80

June 21. 1855

Joshua Judy
Foreman

C. Gordon & wife vs D. Latimer et. al

on motion to the Court it is ordered that J. B. Allen Esq. one of the Attorneys of this Court be appointed Guardian ad Litem for Lydia and George Latimer infants defendants, who thereupon appeared in Court and accepted said appointment

C. Gordon Clerk
by E
Deputy Clerk

Answer, Guardian
ad Litem

Filed April 10th 1853
Geo. Randolph Clerk

~~Pony~~

Charles Gordon & wife
vs
Lewis Latimer
et. al,

Partition

~~A. S. Allen by one of H~~

Lydia Latimer and George Latimer infant defendants by J. B. Allen the guardian ad litem of the Attorney of this Court, come and for answer to ~~says~~ said petition say that they can not gainsay the allegations in said petition and trust the Court an account of their tender age will look to their interests

J B Allen
Guardian ad
Litem

State of Ohio Union County ss

I do hereby certify that Perry Buck Jen. Bishop & A. J. Wilkins the within named commissioners were duly sworn to make partition of the lands within named and to assign dower in the same this the 18th day of April A.D. 1853-

Fees Service $1.00
Mileage $1.00
$2.00

William H. Robb Sheriff of Union County

Filed June 15th 1853
Saber Randall Clerk

Receipt

Roll

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

We command you that without delay, by the oaths of Perry Buck Jen Bishop & A. J. Wilkins you cause Dennis Latimer widow of Stephen Latimer late of Union County deceased to be endowed of One full third part of the following real estate. Situate in ~~said~~ Union ~~County~~ & Franklin Counties bounded & described as follows to wit: 1st tract being part of Survey No 3452 beginning at a stake in the Center of the road, the southeast corner of land sold by Lyne Sterling to Highland thence N 9¾ W 170 poles along ~~the~~ Highlands line to a beech & ash on a branch thence up the same with the meanders thereof to the east line of the Survey in the Center of the cross road running South & North thence N 9¾ W along the center of said road 74 poles to the North west corner of Barkdale survey corner trees three beeches gone thence N 81 E along the North line of said survey to a large sugar & small beech Northwest corner of lands sold by Lyne Sterling to said Latimer thence S 9¾ E 264 poles crosses a branch at 18-116-119-132-164-224 poles to the road leading from Pleasant Valley to Dublin thence N 83 W 32 poles to west bank of the branch in the road thence N 74¼ W along the road 27 poles thence N 51¼ W along the said road 16 poles to the beginning containing one hundred & eleven acres more or less also another tract same survey, No 3452 beginning in the center of the road from Dublin to Darby where the west line of the said survey crosses the road, thence with the center of said road Easterly ~~towards~~ to Wards corner, thence N 9° 45' W 17 poles along Wards line to a black ash in the run thence up the run to the west line of the survey ~~S~~ thence S 9° 45 E with said west line to the beginning containing thirty two acres and also one other tract of land in said Survey No 3452 in the Counties of Franklin and Union beginning in the center of the road leading

from Dublin to Darby creek at a corner of a lot of land heretofore known as the Ward lot thence northerly to the corner of the lot heretofore known as the Baker lot thence eastwardly with said Bakers line to the easterly line of the original survey thence with said Easterly line to the north corner of a lot heretofore known as the Mattoon lot of two acres thence southwardly with said Mattoons west line to the center of said road thence with the center of said road to the beginning containing one hundred & twenty eight acres. Except fifty acres of land sold to Thomas Latimer by said Stephen Latimer in his lifetime. And also in like manner & by the like oaths of the same Perry Buck Jen Bishop & A. F. Wilkins you cause partition to be made of the same lands subject to said dower estate, among the following persons & in the following proportions to wit, to Charles Gordon & Matilda his wife two equal ninth parts ($\frac{2}{9}$) to David Latimer two ninth parts ($\frac{2}{9}$) to George Latimer two ninth parts ($\frac{2}{9}$) to Thomas Latimer two ninth parts ($\frac{2}{9}$) Lydia Latimer one ninth part, in pursuance of an order lately made in our said Court of Common pleas within & for the said County of Union in a certain petition for Partition wherein Charles Gorden & wife are Petitioners & Dennis Latimer and others are defendants, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within & for the said County of Union together with this writ

Witness Saber Randall Clerk of
our said Court of Common Pleas
this 12th day of April A.D. 1853
Saber Randall Clerk

Charles Garden &
wife
vs
Dennis Latimer
and others

Writ of Partition

We the commissioners named in the within order of partition having been duly sworn upon actual view of the estates to be divided as commanded by the within writ do assign to Dimmis Latimer Widow. Stephen Latimer deceased for her dower, estate. as within commanded so much of said land as is contained within the following metes and bounds, being part of survey No. 3452 in the Virginia Military District and entered in the name of Wm. Barksdale and at a stake in the road from Dublin to Pleasant Valley and south westerly corner of a lot of fifty acres deeded to Thomas J Latimer by Stephen Latimer, (in his life time) witness a stone that bears N. 8.° 45' W 30. feet then with said road S 89.° W. 39⅕ poles to a stake then S 82 W. 37⅗ poles to a stone and pieces of broken crock (crossing the county line between Franklin and Union County at 2 poles) then N 74½° W. 27 poles to a stone in the edge of John Murphy's field where the old road was located then with said old road location N 53 W 61.⅘ poles and planted a stone and pieces of crockery ware and in the original west line of said survey. then with said line N 8.° 34' W. 28 poles to a stake in said line then — N 81.¾° E. 139 poles to a stake in a ~~run~~ and in a line of the above named Thomas ~~L~~ Latimer's land then with his line S. 29 E. 10 poles and 18 links to a stone a corner of said Thomas J Latimer's lot then with his line S. 8¾° E. 88⅕ poles to the beginning containing sixty five acres

No 1

Ana we do set apart ana assign to Charles Gram & Matilda his wife in severalty for his share of said estate so much of said lands is contained with the following mets ana bounds

Begining at a stone known as the Wason road a stone set by Graham of Columbia supposed in the place of the backes the original North west corner of Barkeale survey No 3452 thence with the original North line of said survey N 81¼ E 35 9/10 poles to a stone & pieces of broken crock in said line then S 8° 34' E 233 8/10 poles to a stone & pieces of crock in the line of the ola road then with said road line N 35 W 50 8/10 poles to a stone & pieces of crock in the center of the ola road ana original line of the survey thence with the said ola road N 8 34 W 197 8/10 poles to the begining Contains 48 acres & 75 poles as the equal 2/9 of said Estate

No 2 Ana we do set apart ana assign to Davis Salinas in severalty for his share of said Estate so much of said lands as is contained with the following mets ana bounds Begining at a stone ana piecy of crock in the Original North line of the above mentioned survey ana North East corner of Charles Gorham share of said estate thence with his line S 8° 34 E 233 8/10 poles to a stone & pieces of crock an other & his corner in in the ola road line thence with said line S 35 E 10 6/10 to a stone & pieces of crock at an angle in said ola road thence with ola road S 74 1/2 E 27 poles to a stone & pieces of crock an other angle in said old road thence N 82 E 2 & 8 links to a stone then N 8° 34 W 232 8/10 poles to a stone & pieces of crock in the original North line of the survey thence with said line S 81¼ W 34 8/10 poles to the begining. Containing (52) & 120 poles Fifty two acres & one hundred & twenty poles

one equal two ninths of said estate

No 3 And we do set apart and assign to George W Latimer in severalty, for his share of said estate, so much of said lands as is contained within the following metes and bounds being part of the before named survey beginning at a stone and pieces of crock north easterly corner of David Latimer's share of said Estate and in the original north line of said survey Then with said line N 81 3/4 E 32 1/3 poles to a stone and pieces of crock in said line Then S 8° 34' E. 252 6/10 poles to a stone and pieces of crock in the center of the pike from Bellefontaine to Columbus Then with said pike S 82 W. 32 1/3 poles to a stake south east corner of David Latimer's share of said estate Then with his line N 8° 34' W. 252 3/10 poles to the beginning containing fifty acres and one hundred and fifty two poles one equal two ninth parts of said estate

No 4 And we do set apart and and assign to Lydia B Latimer in severally for her share of said estate so much of much of said lands as is contained within the following metes and bounds, being parts of the before named survey No. 3452, and beginning at a stone and pieces of crock north east corner of G. W. Latimer's share of said estate and in the original north line of said survey Then with said line N 81 3/4 E. (16) sixteen poles to a stone and pieces of crock in said line Then S 8° 34' E 254 6/10 poles to a stone in the center of the Free Turnpike from Bellefontaine to Columbus. Then with said pike S 89° W. 12 6/10 poles to a stone and pieces of crock

Then with said Pike S 82° W 2 4/10 poles to a stone and pieces of crock south east corner of G W Latimer's share of said Estate, Then with his line N 8° 34' W 252 6/10 poles to the beginning containing Twenty five acres and seventy one poles being equal one ninth of said Estate

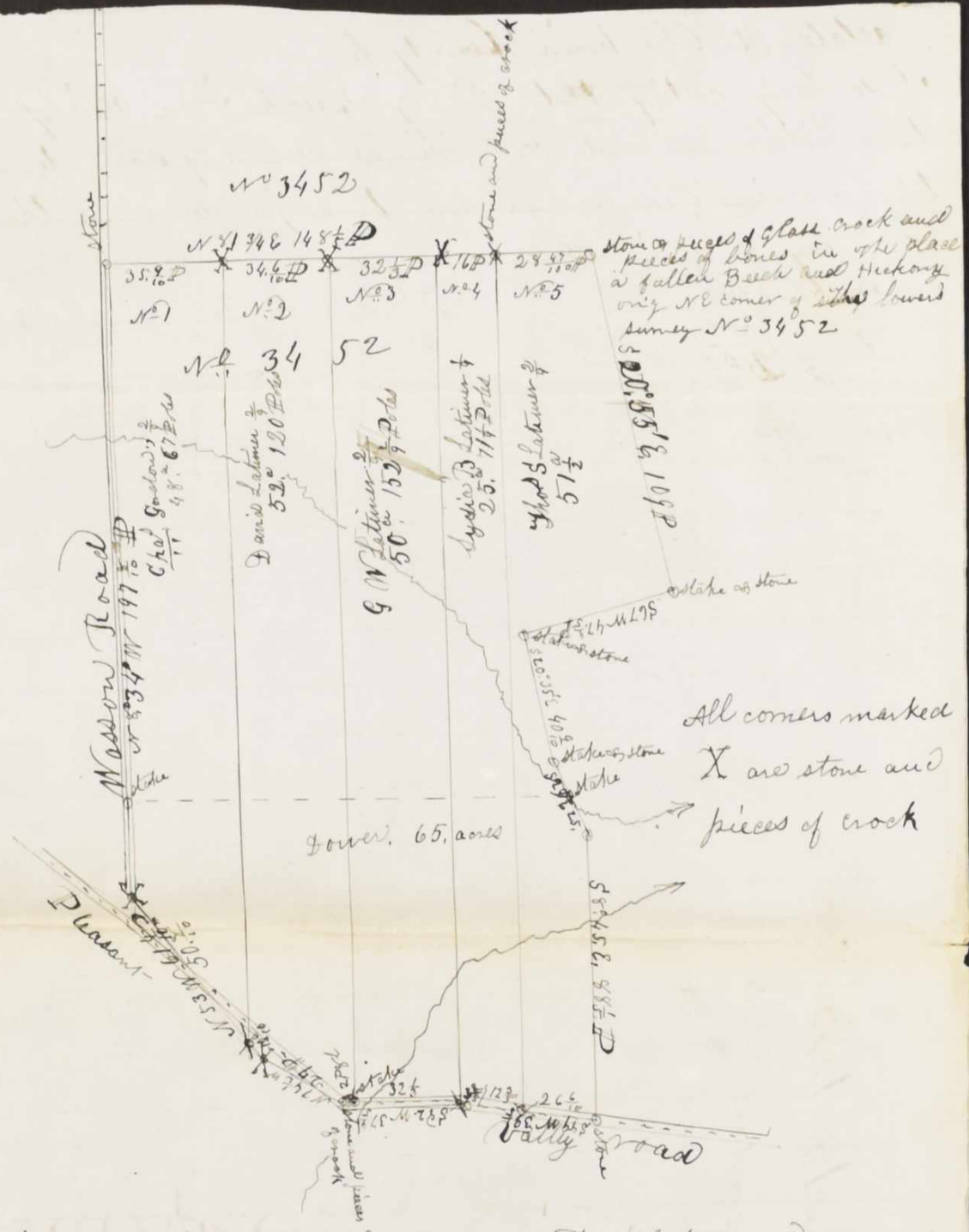
N° 5 And we do set apart and assign To Thomas S Latimer in severalty for his share of said Estate so much of said lands as is contained within following metes and bounds being part of the before named survey N°. 3452 beginning at a fallen Beech and Hickory. The roots of the hickory still remaining and the stump of the beech original north east corner of Barksdale lower survey N°. 3452 planted a stone and pieces of glass, crock and bones under it Then with the east line of said survey S 20° 55' E 102 poles to a stone in saw line Then S 67 W 47 8/10 poles to a stake and stones a corner said Thomas S Latimers lot of fifty acres deeded to him by Stephen Latimer Then with his line S 20° 35' E. 40 8/10 poles to a stone on the east bank of a branch Then S 29 E. 25 poles to a stone striking the branch at 13 and crossing it at 17 poles Then S 8° 45' E. 88 1/2 poles to a stake in the free Turnpike from Bellefontaine To Columbus witness a stone N 8° 45' W 30 feet Then with said pike S 84 W. 26 6/10 poles to a stone and pieces of crock south east corner of Lydia B Latimer's share of said Estate. Then with her ~~east~~ line N. 8° 34' W. 254 6/10 poles to a stone and pieces crock north east corner of her said share and in the original north line of said survey Then with said line N 61 3/4° E. 28 47/100 poles to the beginning containing fifty one acres & eight poles being the equal two ninths of said Estate

Given under our hands this: 21st day of April
A D 1855

Henley Bishop
Perry Buck
A F Wilkins

Fees for services of commissioners surveying &c in partitioning the Estate of Stephen Latimer deceased done April 19, 20, 21st 1855

	Perry Buck three days services as commissioner.	$ 3.00
To	Henley Bishop do do	3.00
	A F Wilkins, do ——— do	3.00
	A F Wilkins three days surveying	6.00
	Henley Bishop three days carrying chain	2.25
	G Thomas do do	2.25
	A. F. Wilkins two days, & three, ~~days~~ Tour spent	" 4.00



I hereby certify the above to be a correct plot and survey of the Estate of Stephen Latimer deceased and partition of the same, agreable to a writ of partition issued at the April Term of Union County Common pleas Court May 21st A D 1855.

A M Wilkins Surveyor U.C.C

Civil/Domestic Case File

Case No. 1855-CV-0038

No. 55-cv-38

Union Common Pleas Court.

Boulder & Deving Plaintiff,

AGAINST

James Roberts Defendant.

April 1855

JUDGMENT VS DEFENDANT

$101 25

Journal 5 Page 393

Record No. 7 Page 128

Ex. Doc. A Page 28

89 Law

Bowler & Ewing

vs

James Roberts

Post bill order

for record

Recorded

82

Bowler & Ewing
vs
James Roberts

Petition

Filed February 24th 1855
Saba Randall Clerk

Bunker & Goodman

Bowler & Ewing vs James Roberts } Court of Common Pleas of the County of Union, Ohio.
Petition.

Plaintiffs say there is due them from the defendant, on the promissory note of the defendant, (a copy of which is hereto attached) which was transfered to plaintiffs, by endorsement, for a valid consideration, of M. M. Camp & Co the original payees, the sum of One hundred dollars, with interest from the Twenty fifth day of January A.D. 1855.

Wherefore plaintiffs pray judgment against said defendant for the sum of One hundred dollars, with interest from the 25th day of January 1855.

Bunker & Godman
Attys for Pltff.

State of Ohio, Marion County ss.
A. Clay Norman, being duly sworn according to law, says he is one of the attornies of plaintiffs herein; that plaintiffs are nonresidents of this State; that the written instrument on which this action is founded is in his possession; and that the statements in the foregoing petition are true as he verily believes.

Sworn to before me and subscribed in my presence this 22nd day of February 1855.

A. Clay Norman

Jas R Garberson
Clerk M. C. P.

Copy of Note.

"On or before the 28th day of January eighteen hundred & fifty five I promise to pay to the order of M. M. Camp & Co, one hundred dollars, for value recieved. ~~Octob~~
October the 13th 1853. James Roberts"

Endorsement:
"M. M. Camp & Co"

Clerk:
Will issue Summons returnable according to law. Amount claimed, One hundred dollars with interest from January 25th 1855.

Bunker & Norman

Bowles & Ewing
v
James Roberts

I acknowledge my self security for costs in the above case
Signed by me Feb 24, 1855
W. W. Woods

D. B. 29

Bowler & Ewing
vs.
James Roberts

Debt $101,25
Costs 5,26
This writ 65

Filed June 23rd 1855
Zaba Randall
Clerk

Recorded

Received this writ June 2nd 1855 and served the within June 11th 1855 by leaving the within named James Roberts a copy of the within writ, he being the defendant in the suit and costs of this case

Fees Service 35
Mileage 1,00
Postage 21
Returning writ 25
Fee 53

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 11th day of April A. D. 1855,

Bowler & Ewing recovered against James Roberts

as well as the sum of One hundred & One dollars and twenty five cents for their debt, as the sum of dollars and cents, for damages; as also the sum of $5,26 for their cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 11th day of April A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 2d day of June A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Bowler & Ewing
vs.
James Roberts

Amount claimed $100,00
with interest from January
25th 1855

Hamilton & Lincoln
Attys for Plaintiff

Received this writ February 24th 1857 and served the
same by leaving a copy of this writ with the within named James Roberts
Fees service 55
Copy 20
Mileage 1,00
$1,55
William H. O'Rourke Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify James Roberts that he has been sued by Bowler & Ewing in the Court of Common Pleas of Union County, and that unless he answer by the 24th day of March A. D. 1855 the petition of the said Bowler & Ewing against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 5th day of March A. D. 1855.

Witness my hand, and the seal of said court this 24th day of February A. D. 1855.

Heber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0039

No. 55-cv-39

Union Common Pleas Court.

Nehilah Vaughn
Plaintiff,

AGAINST

William S. Vaughn
Defendant.

June 1855

DECREE FOR PLAINTIF

Journal 5 Page 407

Record No. 7 Page 202

Ex. Doc. Page

No Law

Delilah Vaughn
vs
Wm L. Vaughn

51

for record

Cost bill
made out

Recorded

260
140
200
6,00
52

Deposition taken
life & recorded by
me

Daniel Cowgill Atty
Opened at request of
Pltffs for Pltff Apr 11/55.

J. A. Randall
Justice by C

Filed at the Court of
Commons Pleas
Lucas County
Ohio

Filed April 9th 1855
John R. Randall
Clerk

Feby 27th 1853

This is to certify that I left a true copy of the within with the defendant William S Vaughn on the above date he refused to acknowledge service of the same

A. McRae Sloan

Dolliah Vaughn
vs
William S Vaughn
Notice to take depositions

Delilah Vaughn
vs
William S Vaughn

Petition for Divorce
Court of Common Pleas
Union County Ohio

Defendant will take Notice that depositions will be taken in this case by the Plff at the Exchange Hotel in the town of Jamesfield Logan County Ohio on the 5th day of March A D 1855 Next between six and 8 A M & 9 P M of said day Febry 27th 1855

Delila Vaughn

Depositions of Witnesses in a cause pending in the Court of Common Pleas of Union County Ohio wherein Delila Vaughn is Plantiff & William S Vaughn is Defendant, and for said Plantiff in pursuance of the Notice hereto attached and at the time & place therein - Mentioned — Wilson Sloan appears as agent for Pltff

Andrew Sloan of the County of Logan of Lawful age, being first duly sworn by me as hereafter certified deposes follows

Question are you acquainted with Mr Williams Vaughn & Mrs Delilah Vaughn if so how long - Answer - I have been acquainted with them some seventeen years I knew them before they were Married ——— Question

Do they Live now together if not how long has he been absent from her — Answer No - they do not live together and have not lived since the same time in the year of 1848 —— Question did William S Vaughn provide for his family while he lived with them

Answer he provided ~~provided~~ for them a part of the time untill he became in the habit of drinking Liquor and occationly he would drink until he would have the delirium tremens and at such times he would neglect his family

Question. What is Mrs Vaughns Character

Answer I have been acquainted with her ever since Vaughn has been absent — and she has conducted herself as well as a woman could takin care of her children and providing for them — and her Moral Character is Good

Question how did Mrs Vaughn Conduct herself while She lived with her Husband William S Vaughn

Answer

She always Conducted herself towards her Husband as a good and faithful Wife should do — and after he Vaughn Gat to drinking she took in Washing for the purpose of helping to support the family

Question

has Vaughn provided for his family since he left them

Answer

No he hasent — and further he hasent paid any attention to them since the year 1848 the time he left them

Question did you serve a Notice on William S Vaughn the defendant that depositions would be tak in this case. if so when and what time

Answer — I did by leaving a true copy of the orignall as I have certified to

Madison Mont

I Daniel Cowgill a Notary public within & for the county of Logan state of Ohio do hereby certify the above named andrew Sloan was by me first duly sworn to testify the truth the whole truth and nothing but the truth that the foregoing deposition by him subscribed was reduced to writing by E L Carter and was taken at the time & place specified in the inclosed Notice

In testimony whereof I have hereunto set my hand and official seal this 5th day of March A D 1855

Daniel Cowgill Notary public

Sealed up & directed
by Me
Daniel Cowgill J.P.

Clerk of the Court
of Common Pleas
Union County Ohio

Opened at request of
Atty for Pltffs Apr 11/55
Saban Randall Clerk
by Cum

Filed April 9th 1855
Saber Randall Clerk

Delilah Vaughn
vs
William S Vaughn

Petition for Divorce
Court Common Pleas
Union County Ohio

Defendant will take Notice that depositions will be taken in this case by the Plff at Cleaveland & Smiths Store in the town of Zanesfield Logan County Ohio on the 7th day of April 1855 next between Six A M and 9 P M of said day April 3rd 1855

Delila Vaughan

This is to certify that I served a true copy of the within on Williams Broughton the defendant on the 3rd day of April 1855

[illegible]

Deposition of witnesses taken in a cause pending in the Court of Common Pleas, Union County, Ohio wherein Delilah Vaughn is Plaintiff and William S. Vaughn is Defendant and for said Plaintiff in pursuance of the notice hereunto attached and at the time and place therein mentioned. Wilson Sloan being present as agent for the Plaintiff

J B Smith of the County of Logan of lawful age being first duly sworn deposes as hereinafter certified. deposes as follows

Question

Did you serve a Notice on William S Vaughn the Defendant, if so when and at what time

Answer: I served a copy of the Notice hereunto attached on the 3rd day of April 1855

Question

Are you acquainted with Mrs Delilah Vaughn if so what is her character as a ~~[illegible]~~ a Woman

Answer:

I have been acquainted with her for eighteen years. her character is good she has been good and prudent housewife. ever kind to her ~~[illegible]~~ family. and remarkable for her industry and economy and having a good moral character

Question

Were you acquainted with Mr William S Vaughn & Mrs Delilah Vaughn when they lived together if so how did Mrs Vaughn Conduct herself towards her husband William S Vaughn

Answer

~~Answer~~ I was acquainted with them during the whole time they lived together and she always conducted herself as a kind and faithful wife in all respects. taking care of him and for the support of the family for the last few years the last to get the support wholly by her own labor as he was in the habit of getting drunk and had the delirium tremens a short time before he left her

Question

How long since William S Vaughn has left his Wife Delilah Vaughn.

Answer

I am not positive but think it was in the fall of 1848

Question

Has Mr. Vaughn provided for his family since he left her

Answer

He has not, and paid no attention to them whatever

Jane Bennett

Jurors

I Daniel Cougill a Notary Public within and for the County of Logan State of Ohio do hereby certify that the aforenamed Samuel Smith was by me first duly sworn to testify the truth the whole truth and nothing but the truth, and that the foregoing deposition by him signed fully subscribed was reduced to writing by J Bennett and was taken at the time and place specified in the annexed notice

In testimony whereof I have hereunto set my hand and seal this 11th day of April in the year of 1855

Daniel Cougill Notary Public

Union Com Pleas

83

Melilah Vaughn

vs

William S Vaughn

Petition for Divorce

Filed February 26th 1835

Zaher Randall Clerk

Copied

Recorded

Comin & Comin

Lelilah Vaughn } Union Common Pleas
vs } Petition for Divorce
William L Vaughn }

The said Lelilah Vaughn shews to the Court that she is a bona fide resident of Union County, aforesaid and that for more than two years last past she has been a resident of the State of Ohio;

That she was lawfully married to the said William L Vaughn in Fayette County Ohio on the second day of May AD 1838. and lived and cohabited with said William Vaughn as husband & wife up to the month of September AD 1828; that there are the following Children, issue of said marriage, now living to wit, Sarah Ann Vaughn, aged fifteen years, Samuel T. Vaughn aged eleven years, and Mary Vaughn, aged nine years,

That during the time your petitioner and said William cohabited she in all respects demeaned and conducted herself honestly, affectionately and as a faithful wife should do; That said William was for more than three years, next before Sept 1828. an habitual drunkard, and since that time has been such drunkard.

That since the year AD 1844. said William Vaughn has been guilty of gross neglect of his duty as a husband, in that he has in fact, during all that time neglected and failed to provide in any degree for the wants and necessities of the petitioner and her said children, and has left the sustenance & care of the said family wholly and entirely to your petitioner; that since the month of September AD 1828. the said William L Vaughn has been absent from and has not cohabited with your petitioner; That she never gave him any just cause for abandoning her. But his said drunkenness, gross neglect of duty, and wilful absence are without

ny cause.

He believes that said Vaughn is a resident of Logan County, Ohio. He prays that he may be made defendant to this petition, and that at the hearing hereof, the bonds of matrimony between them may be dissolved and your petitioner freed from the obligations thereof. That she may be allowed to have and keep the custody and guardianship of her said minor children, with such decree for alimony as may be proper &c.

Delilah Vaughn
Armin Hemmindt Atty.

Clerk Union Com Pleas

Issue copy of this petition & subpoena as in Chy. vs. Wm. H. Vaughn. To Logan Comty & deliver to bearer for service.

Armin Hemmindt Atty.

Feb. 14. 1855.

Union Com. Pleas,

Delilah Vaughn
vs,
William S. Vaughn

Petition for Divorce

Filed March 7th 1855
Gaber Randall Clerk

Recorded

Corwin & Corwin

Feby 21st 1855 Served this writ by leaving a certified copy of the within with the defendant in Muskingum County

Return to Court March 5th 1855

Daniel Cougill Sheriff
by Daniel Cougill Deputy

The State of Ohio, Union County, ss:

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

We command you to summon William S Vaughn

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 [redacted], exhibited against him by Delilah Vaughan

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

Witness ~~JAMES KINKADE, Jr.~~ Jaber Randall Clerk of said Court, at Marysville, the 26th day of February A. D. 1855

Jaber Randall Clerk of Common Pleas.

Issue Returnable 3 Monday

Union Com Plas

Delilah Vaughn
vs
William S. Vaughn

Petition for Divorce

Filed February 6th 1853
Peter Randall Clerk

Copy

Lorin A Lorin

This is to certify that I served this Petition on William S Vaughn the defendant by leaving a true Copy of the within on the 27th day of February A.D. 1853 with defendant

Andrew Steed } Special Deputy Sheriff L.C.D

Sworn to and subscribed before me March 5th 1853

D. Cowgill Notary public

Delilah Vaughn } Union Common Pleas
vs. } Petition for Divorce
William S. Vaughn }

She said Delilah Vaughn

Shews to the Court that She is a bona fide resident of Union County aforesaid, and that for more than two years last past She has been a resident of the State of Ohio

That She was lawfully married to the said William S. Vaughn in Logan County Ohio on the second day of May A.D. 1838 and lived and Cohabited with said William Vaughn as husband and wife up to the month of September A.D. 1848. That there are the following Children issue of said marriage now living to wit, Sarah Ann Vaughn aged fifteen years Samuel S. Vaughn aged eleven years and Mary Vaughn aged nine years

That during the time your petitioner and said William Cohabited She in all respects demeaned and conducted herself prudently affectionately and as a faithful wife should do That said William was for more than three years, next before Sept 1848 an habitual drunkard, and since that time has been such drunkard

That since the year A.D. 1844 said William Vaughn has been guilty of gross neglect of his duty as a husband in that he has in and during all that time neglected and failed to provide in any degree for the wants and necessities of the petitioner and her said children and has left the sustenance & care of the said family wholly and entirely to your petitioner and, that since the month of September A.D. 1848 the said William S. Vaughn has been absent from and has not cohabited with your petitioner

That she never gave him any just cause for absconding abandoning her, and his said drunkenness gross neglect of duty and wilful absence are without excuse

She believes that said Vaughn is a resident of Logan County Ohio. She prays that he may be made defendant to this petition, and that on the hearing hereof, the bonds of matrimony between them may be dissolved and your petitioner freed from the obligations thereof. That she may be decreed to have and keep the custody and guardianship of her said minor children with such decree for alimony as be proper &c.

Delilah Vaughn by
Corwin & Corwin
Attys.

Feb 14 1855

Clerk Union Common Pleas

Issue copy of this Petition & Subpoena as in chy vs William S. Vaughn to Logan County and deliver to bearer for service

Corwin & Corwin
Attys

Feb. 14 1855

The State of Ohio Union County ss
I Gaber Randall Clerk of the Court of Common pleas in and for the County of Union and State of Ohio do certify the foregoing to be a true copy of the original Petition of Delilah Vaughn vs, William S. Vaughn filed in this office on the 26th day of February A.D, 1835

In testimony whereof I have hereunto set my hand and affixed the Seal ~~of said~~ of said Court at Marysville this 7th day of March A.D, 1835

Gaber Randall Clerk

Logan County Marriage Record

William S. Vaughn
to
Delilah Sloan
May 2d 1838

The State of Ohio Logan County ss
This is to certify that on the 3d day of May 1838. William S Vaughn and Delilah Sloan, of lawful age were legally joined in Marriage by me-

George McCollegh
M.G.

The State of Ohio
Logan County ss

I Ezra Bennett Judge of the Probate Court within and for said County, do certify that the forgoing is truly copied and taken from the marriage Record of said County

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Bellefontaine in said County this 29th day of May A.D. 1855.

Ezra Bennett
Probate Judge

Vaughn
vs
Vaughn
Subp for, Writ

Filed June 20th 1855
Zaher Randall
Clerk

Received this writ June 20th 1855 to serve
the same in the Presence of E. G. Bastian
Fees for service 12
Mileage 05
Return 05
1.22 William H. Polk Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon E. G. Bartram

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Delilah Vaughn is Plaintiff, and

William S. Vaughn 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 20th day of June A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Civil/Domestic Case File

Case No. 1855-CV-0040

July 3, Received of ~~Stutts~~ on this writ $11.50.
Jesse Barrett
by C. C. Hamilton
his attorney.

D B. P 114

UNION COMMON PLEAS.

Wheeler & Barnett Asnee

vs.

John A. Scott Prin. &
Jacob Stutts & Richard Herd Sureties

Debt,	$ 67.15
Costs,	16.09
Increase Costs,	20.80
This Writ,	70

Paid Sept. 12, 1857 $87.34

Recorded

Returned and filed July 5th 1860

Jabez Randall Clerk

Hamilton & Lincoln Att'ys

Due Apl 12, $28.80
90 writ
& Sheffs costs $3.70

Rec'd this writ on the 6 day of march 1860 And by virtue of this writ I levied on the 16 day of April 1860 on the following named goods & chattels of the within named Jacob Stutts to wit one two horse wagon and I advertised the same according to law by order of C. C. Hamilton attorney for plaintiffs the said goods & chattels were not offered for sale, and this writ ordered returned, and on the 3rd of July 1860 $11.50 was paid to plaintiffs attorney as per receipt on this writ, and also I received of Jacob Stutts $16.00 on the 5th day of July 1860

Abraham Wiley Sheriff

Due on this writ $1.40 beside costs

Fees

Service	75
Levy	35
Mileage	35
Advertise	25
printers fee	150
Return	10
poundage	32
	$3.72

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 in the Court House in the town of Marysville, on the 18th day of October A. D. 1855 Samuel Wheeler & Jesse Barnett Admrs. of Thos. Scott decd

recovered against John A. Scott principal & Jacob Stultz & Richard Hurd Sureties

as well as the sum of Sixty Seven dollars and fifteen cents for their debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ; as also the sum of $16.09 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 A. Scott principal & for want of such goods & chattels lands & tenements of the said John A. Scott principal then of the goods & chattels & for the want of the lands tenements of the said Jacob Stultz & Richard Hurd Sureties as aforesaid you cause to be made the debt, ~~damages~~, and costs aforesaid, with interest thereon at 6 per cent. from the 18th day of October A. D. 1855 until paid, also the sum of $20.80 the costs of increase on said Judgment, and accruing costs; and of this writ make due return within 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 aforesaid, this 6th day of March A. D., 1860

Taber Randall Clerk.

1855-CU-40

Wheeler & Barnett
vs
John A Scott

Proof of Pub.

Filed Nov. 3d 1857
Labin Randall Clk

SHERIFF SALE.

Wheeler and Barnett vs John A. Scott et als

By virtue of a vendi. ex to me directed from the court of common pleas of Union county Ohio, I will offer for sale at the door of the court house in Marysville, between the hours of 10 o'clock a.m. and 4 o'clock p.m on the

12th day of September, A. D., 1857,

the undivided one-thirteenth part of the following described real estate situate in Taylor township in said county, being part of surveys No 5629 and 6493 bounded as follows: beginning at a stake N 10 W 8 poles from a sugar tree corner to lands of Richard Shanks; thence with the line of lands sold to Jesse Butcher N 10 W 174 poles to a stake corner to lands of James Tallman; thence with his line S 80 W 150 poles to a stake; thence S 10 E 174 poles to a stake in the line of lands of William Carson; thence with his line N 80 E 150 poles to the beginning containing one hundred and fifty acres more or less; the undivided oee-thirteenth part thereof being apprraised at one hundred and thirty-one dollars, subject to dower.

W. H. ROBB, sheriff

rugust 12, 1857pf$4,75

Wheeler & Barnett
vs
John A Scott et al

I Samuel McBrayer do make solemn oath that I am the publisher of the Marysville Tribune a weekly newspaper published and in general circulation in Union county, Ohio. and the annexed sale of real Estate was published therein for thirty days next preceding the 12th day of September 1857

S. McBrayer

Sworn to & Subscribed before me this Nov. 3d 1857

Jaber Randall Clerk

D B 114

Wheeler & Barnett
vs
John A. Scott Et, als

Debt	$67.15
Costs	16,09
Increase costs	11,63
this writ	70

Filed Oct. 21st 1857
Jabez Randall Clerk

Hamilton & Lincoln

Recorded

Received this writ August 6th AD 1857 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 12th day of September AD. 1857 between the hours of 10 Oclock AM. & 4 Oclock P.M. at the door of the court house that being the time and place said real estate was advertised to be sold I offered the same for sale according to law and sold it to Calvin Hays for the sum of Eighty seven dollars and thirty four cents that being two thirds the appraised value thereof and he being the highest and best bidder therefor

Fees. Service 75
Advertisement 25
Printers fee 4.75
Return 25
Poundage 1.74
$7.74

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 John A. Scott, being the One undivided thirteenth part of the following described premises to wit part of Survey No^s 5 6 2 9 8 6 4 9 3 beginning at a stake N 10 W 8 poles from a sugar tree corner to lands of Richard Shanks thence with the line of lands sold to Jesse Butcher N 10 W 174 poles to a stake corner to lands of James Tallman thence with his line S 80 W 150 poles to a stake thence S 10 E 174 poles to a stake in the line of lands of William Larson thence with his line N 80 E 150 poles to the beginning containing One hundred and 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 Samuel Wheeler & Jesse Barnett Admrs of the estate of Thos. Scott dec^d the sum of Sixty Seven dollars, and fifteen cents for their debt ~~for damages~~, together with Sixteen 09/100 dollars for their costs, with interest thereon from the 18th day of October A. D. 1855 until paid, which late in our said Court the said Saml Wheeler & Jesse Barnett Admrs recovered against the said John A. Scott principal & Richard Herd & Jacob Stutts Sureties as of record is manifest. Also, $ 11,63 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 6th day of August A. D. 1857.

Taber Randall Clerk.

D. B. 114

Wheeler & Barnett
Admrs of Thos. Scott
vs
John A. Scott prin,
Richard Herd security
Jacob Stultz "

Debt	$67.15
Costs	16 09½
This writ	73

Filed May 21st 1836
Jabez Randall Clerk

Recorded
Hamilton & Lincoln
Attys for Plffs

Receive this writ March 26th 1836
and serve the same by delivering
the goods or chattels, lands or tenements
herein mentioned to levy
fees, service 37½
Mileage 60
Return $1.25

William McDoll Shff

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 & held at the Court House in the Town of Marysville on the 18th day of October A.D. 1855 Samuel Wheeler & Jesse Barnett Admrs. of the Estate of Thomas Scott deceased recovered against John A. Scott principal Richard Herd & Jacob Stultz sureties as well as the sum of Sixty Seven $\frac{15}{100}$ dollars for their debt as the sum of $16,09¼ cost and charges in that behalf expended as of record is manifest.

You are therefore commanded that of the goods and Chattels & for the want thereof of the lands & tenements of the said John A. Scott principal you cause to be made the debt and costs aforesaid with Interest thereon from the 18th day of October A.D. 1855 until paid and also the accruing costs. And for want of such goods & Chattels Lands & tenements of the said John A. Scott, then of the goods & chattels lands & tenements of the said Richard Herd & Jacob Stultz you cause to be made the debt & costs aforesaid.

And of this writ make due return in sixty days

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

Witness Jaber Randall Clerk of said Court at the Court House aforesaid this 26th day of March A.D. 1856

Jaber Randall Clerk

Received this writ December 16th A.D. 1857 and on the 7th day of January A.D. 1857 I levied on the interest of John A Scott in the real estate bounded as follows, to wit; Being part of Surveys No 5629 & 6473, beginning at a stake N. 10 W 8 poles from a sugar tree corner to lands of Richard Shanks thence with the line of lands sold to Lessee Butcher N 70 W. 174 poles to a stake corner to lands of James Tollman, thence with ~~with~~ his line line S. 80 W. 150 poles to a stake, thence S. 10 E 174 poles to a stake in the line of lands of William Carson thence with his line N. 80 E. 150 poles to the beginning containing one hundred and fifty acres more or less, John A Scotts interest ~~being~~ being the undivided one thirteenth part thereof, which I caused to be appraised by the oaths of John McClain James W. Doyle and Richard Silaine, I advertised the same 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 14th day of February A.D. 1857 between the legal hours of 10 O'clock A.M & 4 O'clock P.M. at the door of the court house in Marysville that being the time and place said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders

Fees, Service	35
Mileage	50
Calling Inquest	100
Appraisers fee	1,50
Copy of Appraisement	50
Advertisement	25
Printers fee	4,50
Return	25
	$8,85

William H. Robb Sheriff

P. 13, 114

William W. Seaman
Assignee of Wm. A. Scott
vs
John A Scott
Replevin Writ
Street Suits

Debt $67,15
Cost 16,97
Interest costs 2,68
Filing writ 70
Filed Feb 14th 1857
Wm. Wardlow Clerk
Hamilton & Grimes
Atty's for Pltf

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 & held at the Court house in the Village of Marysville on the 18th day of October A.D. 1855 Samuel Wheeler & Jesse Barnett Admrs. of the estate of Thomas Scott deceased recovered against John A. Scott principal Richard Herd & Jacob Stultz Sureties as well as the sum of Sixty Seven 15/100 dollars for their debt as the sum of $16.09¼ costs & charges in that behalf expended as of record is manifest.

You are therefore commanded that of the goods & chattels & for want thereof, of the lands & tenements of the said John A. Scott principal you cause to be made the debt & costs aforesaid with Interest thereon from the 18th day of October A.D. 1855 until paid & also the accruing costs. And for want of such goods & chattels lands & tenements of the said John A. Scott then of the goods & chattels lands & tenements of the said Richard Herd & Jacob Stultz you cause to be made the debt & costs aforesaid. And of this writ make due return in sixty days. Herof fail not at your peril & have you then there this writ

Witness Haber Randall Clerk of said Court at the Court House aforesaid this 16th day of December A.D. 1856

Haber Randall Clerk

Received this writ March 6th 1855

March 8th 1855 Served this writ on Richard Herd by
presenting to him a certified copy of this writ.
Wm Attaway for Sheff. then received this writ to be returned
without further services

Fees service	75
Copy	20
Mileage	05
	$1.00

Wm. A. Wolf Sheriff

B - 114

Samuel Wheeler &
Jesse Barnett Admrs
of Thos. Scott dec.
vs
John A. Scott
Jacob Stutts &
Richard Herd

Amount claimed $89.50/100
with Interest from
Sept. 23d 1854

Hamilton & Lincoln
Attys for Plff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify John A Scott Jacob Stutts & Richard Herd that they have been sued by Samuel Wheler & Jesse Barnett Admrs of Thos. Scott dec. in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of April A. D. 1855 the petition of the said Samuel Wheler & Jesse Barnett Admrs &c. against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of March A. D. 1855.

Witness my hand, and the seal of said court this 6th day of March A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0041

No. 55-CV-41

Union Common Pleas Court.

Curry & Robinson
Plaintiff,

AGAINST

Jacob Hudson
Defendant.

April 1855

JUDGMENT VS DEFENDANT

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Record No. No Record. Page

Ex. Doc. B Page 164

to be levied of my goods and Chattles, land 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 and that may accrue in the Court of Common Pleas,

Signed & sealed

Taken signed and acknowledged on this 17th day of June A.D. 1835

Leroy D. Hager J.P.

The State of Ohio Union County Jerome township ss. I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause

Leroy D. Hager J.P.
of the afore said Township.

Filed March 1st 1835

Lake Monroe Clk.

April 10th 1835
Settled at defendants
costs
Judgment for defendants
p 384
D B, 164

Chas. Johnson
vs
Jacob Hudson
Transcript

Transcript

Curry & Robinson
vs
Jacob Hudson

Suit brought to collect certain items of fees in different actions by Curry & Robinson as Attorneys — $73,00 and
Balance on Note 8,00
Amount $81,00
Items of Credit 35,00
Claimed due $46,00

Costs
.15c Summons
.05 filing papers
.25 Entering Judgment
.45 J.P. Commissions, Const.
.9 Costs
.2 50c Bail, Bond, Appeal,
.25 250 words in transcript
.250 Certifying the same
.750 costs
$1,65 J. J. Hager J.P.

Jan 8th 1855
Bill of particulars for the Plaintiffs filed, and Summon issued for the appearance of the defendant on the 12th day of Jan. 1855, at one o'clock P.M.

Jan 11th 1855
Summons returned personally served by leaving a copy on the 8th day of Jan 1855
Fees Service .150
Mileage 5 Mls .30c
.45c J.P. Commissions, Const.

Jan 12th 1855 2 o'clock P.M.
Time of Trial Parties failed to appear It is there upon considered by me, that the Plaintiffs recover of the defendant the sum of Eight dollars and three cents, and their costs herein taxed at Ninety cents
Jerry J. Hager J.P.

Appeal taken by the plaintiffs Jan 17th 1855
In the action of Curry and Robinson against Jacob Hudson I Zachariah Potterson acknowledge myself bail for the appellant in the sum of Seventy five dollars

Bill of fees of
Curry & Robinson
vs
Jacob Hudson

Jacob Hudson
ads
John Jordan

Minor County Common Pleas
Assumpsit

Fee of Curry & Robinson charged to the defendant $8.00 X

Jacob Hudson
ads
John Jordan

Minor Common Pleas
Bill in Chancery
Fee of Curry & Robinson charged to the defendant Hudson $10.00 X

Jacob Hudson
ads
John Prestor

Before Esq P Buck
Fee against defendant $5.00 X

Area Hudson
vs
Thompson Bishop

Minor Common Pleas
Fee of Curry & Robinson charged to Jacob Hudson $10.00 X

Area Hudson
vs
Thompson Bishop

Minor Common Pleas
Fee charged to Jacob Hudson as per agreement $40.00
$73.00

Jan 24th 1852 the said Jacob Hudson paid	3.00
and gave his note for	12.00
Jan 1st 1853 paid in the case of Area Hudson vs Bishop	10.00
June 18th 1853 " " "	10.00
	35.00

Ballance due on account	$38.00
" " " Note	8.00
Total due Curry & Robinson	$46.00

April 10th 1852. Received on the within five dollars

Judgment was rendered on the within by me for the sum of Eight dollars and ~~twenty~~ three cents this 12th day of Jan 1855

Docket page 88 — Corp. Hodges J.P.

Recd of Nelson
Note $12.00
Due Feb 3 1852

For value received I promise to pay Curry & Robinson or bearer twelve dollars ten days after date Jan. 24th 1852

Perry Brot attest

Jacob his + mark Hudson

Civil/Domestic Case File

Case No. 1855-CV-0042

No. 55-CV-42

Union Common Pleas Court.

Lamb, Huss & Co
Plaintiff,

AGAINST

Chas. Anthony et al
Defendant.

April 1855

JUDGMENT VS DEFENDANT

$2717 87

Journal	5	Page	375
Record No.	7	Page	137
Ex. Doc.	B	Page	31

Sont, Hufs & Co,
against
Charles Anthony
R. M. Shoemaker
Obed Horr
Joshua Judy
John Capil

Cost bill made
& for Record

Recorded
" " "
" " "
"

86

Union Common Pleas

Tomb. Huss & Co
against
Charles Anthony
R. M. Shoemaker
Obed. Hoy
Joshua Judy
John Cassil

Petition on Note

Filed March 2 1833
Gaber Rendall clerk

Jas S. Goode atty

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

Benjamin Toomb, John Huss and Sylvanus Arnold, Partners under the name and style of Toomb Huss & Co. — Plaintiffs

against

Charles Anthony, R. M. Shoemaker, Obed Hoy, Joshua Judy, and John Cassil — Defendants

Petition

The said Toomb Huss & Co Plaintiffs say there is due to them from Charles Anthony, R M Shoemaker, Obed Hoy, Joshua Judy, and John Cassil, Defendants, on the promissory note of the said Defendants, a Copy of which is hereto attached, the sum of, Twenty-Six Hundred and Seventy four Dollars, with interest at the rate of ten per cent per annum from the fourteenth day of February A.D. 1858 with the usual costs of protest

Whereupon the said Plaintiffs ask judgement against the said Defendants for twenty six Hundred and Seventy four Dollars with interest at the rate of ten per cent per annum from February the 14th A.D. Eighteen Hundred and fifty five and costs of protest as aforesaid —

By. James S. Goode, Pltffs atty.

(Copy of note above mentioned)

"$2674 Springfield O. Nov. 16. 1857 "

"Ninety days after date we jointly and severally promise to pay to the "order of Toomb Huss & Co, at the Springfield Bank, Twenty six Hundred "& Seventy four Dollars, value rec'd, with interest after due at ten per cent "per annum

(Signed)

C Anthony
R M Shoemaker
Obed Hoy
Joshua Judy
John Cassil "

The State of Ohio, Clark County ss

James S Goode being duly sworn says, that he is the Attorney of the Plaintiffs within named - That said Plaintiffs are not residents of the County of Union ~~and~~ in said State - That the claim upon which suit is brought is a written instrument for the payment of money only, and is in the possession of affiant and that he believes the Statements of the forgoing Petition to be true

James S. Goode

Sworn to by James S. Goode before me and subscribed by him in my presence this March 1st AD 1855

A D Cowles J.P.

I waive process & enter my appearance C. Anthony March 1-55

We waive process & enter our appearance Joshua Judy March 3/55

John Cassil

Benjamin Tomb. John Huss & Sylvanus Arnold Partners under the name & Style of Tomb Huss & Co. Pltffs

against

Charles Anthony, R. M. Shoemaker Obed Hor. Joshua Judy & John Cassil. Defts

Pracipe

To Clerk Union Com Pleas March 1st 1855

Issue a Summons to Sheriff of Union County against Judy & Cassil and to the Sheriff of Clark County as Obed Hor & R. M. Shoemaker: returnable according to Law

Amount claimed $2674 60/100 with 10 per cent interest from Feby 14. 1855

Jas S. Goode atty

No. B. 31

Comb. Hub & Co
vs
C. Anthony
R. M. Shannon
Otha Hor
Joshua Seed
John Capell

Debt $2717,37
Costs 4,11
This writ 70

Received

Recorded

Received this writ May 28th 1853.

Levied this writ June 16th A.D. 1853 and levied upon two passenger bars No 1 & 5 also one baggage bar No 37 which were levied upon as the property of the within named defendants. Advertised the same for sale at least ten days in the Marysville Tribune A newspaper published and in general circulation in Union County but before the time of sale I received an order from the Attorney for the Plaintiffs to return this writ without offering said property for sale

Fees Service	$1.15
Levy	35
Mileage	05
Advertisement	25
Printers fee	1.00
Return	20
	$3.00

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 tenth day of April A. D. 1855,

Gomb, Hufs Co. recovered against Charles Anthony, R. M. Shoemaker Obed Hor Joshua Judy & John Cafsil

as well as the sum of Two thousand Seven hundred & Seventeen dollars and thirty Seven cents for thier debt, as the sum of dollars and cents, for damages; as also the sum of $4.11 for thier cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Charles Anthony R. M. Shoemaker Obed Hor Joshua Judy & John Cafsil you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 10th day of April A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 28th day of May A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Geo. Hufs & Co,
vs,
R. M. Shoemaker
Obed Hor

Amount claimed
$2674 00/100 with
10 per cent interest
from July 14, 1855

Filed March 10th 1855
Saber Randall Clerk

Jas S. Goode
Atty

We hereby acknowledge service of the within summons
March 8. 1855
R. M. Shoemaker
Obed Hor

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~UNION~~ Clark COUNTY, GREETING:

You are commanded to notify R. M. Shoemaker & Obed Hor that they have been sued by Gomb Hufs & Co. in the Court of Common Pleas of Union County, and that unless the answer by the 31st day of March A. D. 1855 the petition of the said Gomb Hufs & Co. against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 12th day of March A. D. 1855.

Witness my hand, and the seal of said court this 2d day of March A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0043

No. 55-cv-43

Union Common Pleas Court.

Wm McMann

Plaintiff,

AGAINST

Samuel Furnevo

Defendant.

APR

APR TERM. 1855

June 1855

Sidew

Journal 5 Page 413

Record No. Page

Ex. Doc. Page

54 ~~47~~ Law

Wm. McMun

vs

Saml Turner

~~Robt~~ Turner &

Robt. Turner

5/6.

5 — 413

Settled

192
89
281
250
31

pay to the order of Wm McMeen cashier at the office of S W Torrey & Co Cin Five hundred dollars

Samuel Turner
Aquilla Turner
Robert Turner

Pay Kenney Espy & Co
or order Wm McMeen
Cashr

State of Ohio Clark County ss Samson Mason being sworn says that the facts therein stated in the above & foregoing petition he believes to be true – that the note set forth in the above petition is in his possession – that the plaintiff does not reside in said county and further he saith not S Mason Atty for Plff.

Sworn to & subscribed before me a Justice of the Peace in & for said county of Clark & signed in my presence
Isaac S. Goode
Mayor of Springfield

William McMeen Plaintiff
vs
Samuel Turner Aquilla Turner
Robert Turner defendants

Interest from Dec. 1. 1854

Come Defs
The clerk will issue a summons on the foregoing Petition for $500 &
S & R Mason
Attys for Plff

Filed March 2nd 1855
Esther Randall Clerk

Wm McMeen
vs
Saml Aquilla & Rob Turner
Petition

87

S & R Mason

William McMeen plaintiff | Common Pleas for Union County
vs | Petition
Samuel Turner
Aquilla Turner
Robert Turner defendants | And the said plaintiff by S & R Mason his attorneys says that the said defendants made their promissory note dated Springfield Ohio September 29th A D 1854 and thereby sixty days after the date thereof promised jointly and severally to pay to the order of the plaintiff at the office of S. W. Torrey & Co. in Cincinnati five hundred dollars which time so appointed for the payment of said note is now elapsed. And the plaintiff says that ~~the said~~ he indorsed the said note for collection to Kenney Espy & Co. who caused said note to be duly presented on the first day of december 1854 at the place of payment aforesaid and the same not being paid was then there protested for non payment and notice thereof duly given to plaintiff and the said note returned to him

The plaintiff therefore demands judgment for the sum of Five hundred dollars which is justly due to him on said note and the interest due thereon at the rate of six per centum per annum from the 1st day of december last past and one dollar for the cost of protest as aforesaid

S & R Mason attys for plf

Copy of the note & indorsement above described

$500 Springfield O Sept 29th 1854

Sixty days after we jointly and severally promise to

Settled & money paid
June 1855

4 m

~~Robert~~ McMun
vs
Samuel Turner
Aquilla Turner
& Robert Turner

In Union Com. Pleas
June 19th 1855
Received of Jabez Randall
Clerk $51.41/100 in full
of the foregoing case

C. Sullivan for
S & R Marion

William McMeen
vs.
Samuel Turner
Aquilla Turner &
Robert Turner

Amount claimed $500,
with Interest from Dec. 1st
1854

S. & R. Mason Attys
for Plff

Received this writ March 8th 1853 and served the within named Defendants by delivering a certified copy of the writ to each of the within named Defendants

Fees Service 75
Copies 60
Mileage 250
$1.60

William H. Rodes Shff
By Jno Lee Jr Dep

Received my fees in full

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Samuel Turner Aquilla Turner & Robert Turner that they have been sued by William McMeen in the Court of Common Pleas of Union County, and that unless they answer by the 31st day of March A. D. 1855 the petition of the said William McMeen against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 12th day of March A. D. 1855.

Witness my hand, and the seal of said court this 3d day of March A. D. 1855.

Faber Randall

Clerk of the Court of Common Pleas of Union County.

Promissory Note
Samuel, Aquila, and
Robert Turner.
To
William McMean

Amount $500,00
Protest — 1,00

Wm McMean. Cash.

Samuel Turner
Protested Note

Brookhill, Dec. 1 - 1854.

Copy of Note

$500. Springfield O. Sept 29th 1854

Sixty days after date we jointly and severally promise to pay to the order of Wm McMeen cashr at the office of S. P. Torrey & Co Cin Five Hundred Dollars

Endorsed "Pay Kinney Espy & Co. or order
Wm McMeens."

Samuel Turner
Agrila Turner
Robert Turner

United States of America, State of Ohio, Sct.

By this Public Instrument of Protest:

Be it Known, That on Friday the first Day of December Anno Domini, one thousand eight hundred and fifty, four I Charles F. Willard Notary Public, in and for the County of Hamilton, in the State aforesaid, by lawful authority duly Commissioned and sworn, living in the City of Cincinnati, in the State aforesaid, at the request of Kinney Espy & Co holder of the original Note ——— hereto attached, a copy of which is written above. presented the same at the Office of S. P. Torrey & Co at the Close of Bank hours for payment and was answered by Mr Torrey himself "No funds"

I then protested the same for Non=payment and notified the endorser by a written notice to him inclosed in an envelope & directed to Wm McMeens Cash Springfield Ohio, which I put in the P. Office Cin. O. the same day

Whereupon, I, the said Notary, in the authority aforesaid, have Protested and do hereby solemnly protest as well against the Drawer and Endorser of the said Note as against all other persons whom it doth or may concern, for exchange, re=exchange, and all costs, charges, damages and interest, suffered or to be suffered for the want of payment thereof

This done and Protested at Cincinnati, this day and year above written.

In Testimony Whereof, I grant these presents, under my signature and the impress of my Notorial Seal of Office

C. F. Willard
Notary Public

Samuel Turner
Decem 1st

Pay Running Expy $1.05
on order
Wm S Brown
Cad M

Co Cin 1st Durm

20144

$500.

Springfield O Sept 29th 1854

Sixty days after date we jointly and severally promise to pay to the order of Wm McMunn Cashier at the office of S W Lowry & Co Cin Five Hundred Dollars

Samuel Turner
Aquila Turner
Robert Turner

236-C

Wm McMeen
vs
Saml Turner
Aquilla Turner
Robert Turner

Union Com Pleas June T 1855
Note date Sept 29 1854 at 60 dys for $500.00
Int. 8 mo 19 dys. 6 per cent 21.58
Take judgt for this sum $521.58
Tele note & protest Add fee for protest 1.00
$522.58
S & R Mason for plf

Civil/Domestic Case File

Case No. 1855-CV-0044

D. B, 144

Alfred V. Morse Admr
of Jacob Morse decd
vs
Springfield Mt Vernon
& Pittsburg R. R. Co & others

Debt	$602,65
Costs	9,86
This unit	,70

Filed January 29th 1856
Gaber Randall Clerk

Recorded

Allen for Pltff

Received this writ November 25th 1855
the property found within to be my
fees service 55
Mileage 05
Return 16
,50
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* 17th *day of* October *A. D.* 1855, Alfred V. Morse Admr of Jacob Fairfield decd *recovered against* Springfield Mt. Vernon & Pittsburg Rail Road Company & others *as well as the sum of* Six hundred & two *dollars and* Sixty five *cents for* his *debt, as the sum of* ..... *dollars and* ..... *cents, for* ..... *damages; as also the sum of* $ 9.86 *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 Springfield Mt. Vernon and Pittsburg Rail Road Co. & others *you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the* 17th *day of* October *A. D.* 1855 *until paid, also the sum of* $ ..... *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

Witness TABER RANDALL, *Clerk of said Court,*

at the Court House aforesaid, this 29th *day of* November *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

D. B. 144

Alfred V. Morse
Admr. of I. Fairfield
dec'd
vs
S. Mt. V. & P. R. R.
Co

Debt	$602,65
Costs	9,86
Increased costs	1,20
this writ	73

Filed Sept 1st 1856
Seber Randall Clerk

Robinson for Pltff

Recorded

Received this writ July 7th A.D. 1856
No goods or chattles lands or tenements
found whereon to levy

Fees, Service	35
Mileage	05
Return	10
	50

William H. Rolf 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* 17th *day of* October *A. D.* 1856

Alfred V. Morse Admr. of Jacob Fairfield deceased *recovered against* The Springfield, Mt. Vernon & Pittsburg Rail Road Company

as well as the sum of Six hundred & two *dollars and* Sixty five *cents for* his *debt, as the sum of* ..... *dollars and* ..... *cents, for* ..... *damages; as also the sum of* $ 9.86 *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 Springfield Mt. Vernon & Pittsburg Rail Road Company *you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the* 17th *day of* October *A. D.* 1856 *until paid, also the sum of* $ 1.20 ..... *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 7th *day of* July *A. D.* 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0045

No. 55-CV-45

Union Common Pleas Court.

Henry Foy, Plaintiff,

AGAINST

Thomas Jones, Defendant.

April 1855

Settled

Journal 5 Page 385

Record No. No Record. Page

Ex. Doc. — Page —

Henry Y 04
Admr &c,
vs
Thomas Jones

no Recon

Henry Fox Admr &c

vs

Thomas Jones

89

Petition

Issue summons returnable according to law

"Amount claimed is $1000.00 with interest from April 1st 1853"

Allen & Robinson
pl Atty

Filed March 9th 1855
Peter Randall Clerk

Costs $1.75

Settled & Costs paid

Henry Fox Administrator with the will annexed of John Kent dec^d plaintiff
against
Thomas Jones
defendant

Court of Common Pleas
Union County, Ohio
petition

The plaintiff Henry Fox as administrator with the will annexed of John Kent deceased says there is due to him as said administrator from the defendant Thomas Jones the sum of one thousand dollars with interest from April 1st 1853 on his promissory note dated sometime in December 1852 due April 1st 1854 given by the defendant payable to said John Kent and deceased and which note is now in the possession unlawfully of James Kent, and for that reason a copy of said note cannot be filed herewith.

The plaintiff here brings into Court his letters of administration of the Probate Court of Delaware County, Ohio, showing his authority to act as said administrator

The plaintiff therefore asks judgment against the defendant for one thousand dollars with interest from April first 1853.

Allen Robinson
p Ff's Atty

The state of Ohio Union County ss
Henry Fox being sworn according to law says he believes the foregoing statement in the above petition to be true

Henry Fox Adm^r

Sworn to and subscribed before me & in my presence March 9th 1855
by Henry Fox —

Faber Randall Clerk of C.P. U.Co

Henry Fox Admr &c
vs.
Thomas Jones

Amount claimed
$1000.00 with interest
from the first day
of April 1853

Filed March 14 1855
Zaber Randall clerk

A. B. Allen & Robinson
Pltfs Attys

Returned by Atty for Pltff without service
or paying to hands of Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Thomas Jones that he has been sued by Henry Foy Adm with the will annexed of John Kent dec'd in the Court of Common Pleas of Union County, and that unless he answer by the 7th day of April A. D. 1855 the petition of the said Henry Foy Adm & c against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of April A. D. 1855.

Witness my hand, and the seal of said court this 9th day of March A. D. 1855.

Baker Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0046

No. SS-CU-46

Union Common Pleas Court.

Joseph A Marshall
Plaintiff,

AGAINST

Edward J Gray
Defendant.

JUN TERM. 1855

DECREE FOR PLAINTF
$119.00

Journal 6 Page 27 418

Record No. 7 Page 225

Ex. Doc. B Page 170

Law 56

Joseph A. Marshall
vs,
Edward G. Gregg
& others

Recorded

Js p 418 June 21 1855
D.B. 170

and sealing of the within conveyance to be his voluntary act and deed: this seventeenth day of February A.D. 1854

J. B. Underwood Justice of the Peace Logan County Ohio."

Endorsed "Filed for record and recorded April 15th 1854 at 12 o'clock M. in Book No 1. page 513 Wm H. Robinson Recorder of Union County Ohio. per A. Thompson"

Joseph A Marshall, plaintiff
vs
Edward J Gregg.
James Gregg
Benjamin Grubbs & Cyntha his wife &
Mary Gregg

Union Com Pleas.

Affidavit

Joseph A Marshall, plaintiff being sworn says that service of a summons cannot be made within this state on the defendants Edward J. Gregg and James Gregg. and that this case is one of those mentioned in the 70th Section of "An Act to establish a Code of Civil procedure" passed March 11th 1853, as he verily believes. Joseph A Marshall

Sworn to & subscribed by Joseph A Marshall before me this 8th day of March 1855

Affidavit 12½ paid by Plff

C Porter Justice of the Peace

Union Com Pleas

Joseph A Marshall
vs
Edward J Gregg
& others

Petition

Filed March 14th 1855
John Randall Clerk

Recorded

Santo J. Allison

Joseph A Marshall, plaintiff
against
Edward G Gregg
William Gregg
James Gregg
~~Daniel Wright~~
~~Isabella Wright his wife~~
~~William A Walker~~
~~Jane Walker his wife~~
Benjamin Grubbs and
Cynthia Grubbs his wife,
Mary Gregg, defendants

Court of Common Pleas.
Union County.

Petition

Joseph A Marshall, plaintiff, says that on the 17th day of February A.D. 1854 the defendant Edward G Gregg executed and delivered a deed of mortgage, conveying to the plaintiff the following property situate in the town of Marysville, ~~Union~~ County, Ohio, and described as follows "The west half of Lots No (129) one hundred and twenty nine; No (136) one hundred and thirty six, Except the piece heretofore sold by Pollock to George W Poisel," to secure the payment of a debt evidenced by his note to the plaintiff for Four hundred and sixty dollars, payable one year after its date with interest from its date, and dated the 17th day of February, 1854. The said mortgage contains covenants of lawful seizen, - against incumbrances; and of general warranty, and was recorded in the Recorders Office of Union County on the 15th day of April 1854. A copy of the mortgage and note marked A & B are hereto attached. Plaintiff further says the note is due, and no payments has been made thereon.

The plaintiff further says that on the 13th day of July A.D. 1839, one William Gregg, since deceased, together with his wife, the defendant Mary Gregg, executed and delivered a deed of mortgage, conveying to one Robson L Broome the premises aforesaid, to secure the payment of a debt evidenced by six notes of hand, signed by the said William Gregg, deceased, and payable to said Broome, and particularly described in said mortgage. That but three of said notes were paid. That on the 27th day of January 1844 the said Broome obtained a judgment on one of said notes, for the sum of $22.10 with costs of suit, which judgment remains wholly unpaid. That on the 21st

day of March 1853 the said Broome assigned to one Sophia Arnold said Mortgage, together with said judgment and two notes of fifty dollars each, dated August 23d 1836, which were secured by said Mortgage. One note payable Two years after its date with interest, upon which the interest was paid in full, to June 10th 1846. The other note payable three years after date, with interest, upon which the interest to July 8th 1843 was paid. That on the 27th of December 1853, the said Sophia Arnold assigned, and delivered said Mortgage, together with the judgment and two notes aforesaid to the defendant Edward Gregg, who on the 17th day of February 1854 assigned, and delivered the same to the plaintiff. That said last named Mortgage was recorded in the Recorders Office of Union County, on the 13th day of July 1839. That Copies of said Mortgage, and judgment and notes, together with the assignments thereon and payments endorsed are hereto attached. That said judgment and the two notes of fifty dollars each aforesaid are due and no payments have been made thereon, except as before stated.

That the said William Gregg the mortgagee, died some years since intestate. That there is no administrator on said estate. That the following persons are his heirs and legal representatives, to wit. The said Edward T Gregg, who is a non resident of the State of Ohio, residing in some of the Western States, but the plaintiff does not know where. William Gregg Jr who resides in Champaigne County, Ohio. James Gregg of Mahaska County, Iowa. Isabella Wright intermarried with Daniel Wright of Logan County, Ohio. Jane Wells intermarried with William H Wells of Union County, Ohio. Cynthia Grubbs intermarried with Benjamin Grubbs of Madison County, Ohio. That the said William Gregg Jr, Daniel Wright and Isabella Wright his wife, and William H Wells and Jane Wells his wife, sold and conveyed all their right, title interest and claim, in and to said premises, to the defendant Edward T Gregg, which conveyances are all on Record in the Recorders office of Union

County. That the defendant James Gregg has also conveyed all his interest in said premises to the said Edward S Gregg, which conveyance has never been put upon record.

Whereupon the plaintiff prays judgment for ~~seven~~ fifty dollars with interest from July 8th 1844. ~~hundred~~ fifty dollars with interest from June 10-1846 and twenty two dollars and ten cents with interest from January 27th 1844 as against the defendants as heirs and assignees of heirs of William G. [illegible] deceased. and for a sale of the mortgaged property to pay said debts. And also for Four hundred and sixty dollars with interest from February 17th 1854 against the defendant Edward S Gregg, for a foreclosure of said Mortgage from E. S. Gregg, that said last [illegible] sum may be satisfied out of the sale of said premises. and for other proper relief.

Stanton & Allison Attys for Plff.

The State of Ohio. Logan County ss

Joseph A Marshall being sworn, says that he believes the statements of the foregoing petition to be true.

Joseph A Marshall

Sworn to by Joseph A Marshall
before me, and subscribed in my presence
this 6th day of March A.D. 1855.

Charles Porter, J. P.

Joseph A Marshall, plaintiff
vs
Edward S Gregg
James Gregg
Benjamin Grubbs &
Cynthia Grubbs his wife &
Mary Gregg. defendants.

Issue a summons returnable according to law. To Sheriffs of Union & Madison counties. Joel Cotter returnable on 3d monday.
Amount claimed $822.10 with interest from Jany 27-1844. — $750.00 with interest from June 10-1846 on $50.00 with interest from July 8-1843, and $460.00 with interest from February 17th 1854.

March 10th 1855

Stanton & Allison Attys for Plaintiff

Copies

" Two years after date for value received we or either of us promise to pay to R L Broome or bearer fifty dollars with interest.

James L Gregg
George W Poisal
William Gregg "

Marysville August 23rd 1836

Endorsed on the above note " June 10th 1846. Received twenty nine dollars thirty eight cents in full of the interest to this date in a horse $29.38. "

" Three years after date for value received we or either of us promise to pay R L Broome or bearer fifty dollars with interest

James L Gregg
George W Poisel
William Gregg "

Marysville August 23rd 1836

Endorsed on the above note " June 10th 1846 Recd twenty dollars sixty two cents interest on the within in a wagon $20.62 "

Provision Plea
Joseph Hardesty
vs
Edwards & Gregg & others
Petition

Stanbery & Allison

" The State of Ohio. Union County ss.

R L Broome vs William Gregg — Suit brought on note due March 25 - 1839 for $25.00 Endorsed Recd on the within July 10. 1843 fifteen dollars ten cents. Recd on the within Jany 24 - 1844 two dollars

Judgment	$22.10
Summons	12 1/2
Satisfaction	10
Judgment	12 1/2
Transcript	31 1/4

January 24th 1844 Summons issued.

Returnable on the 27th at 1 o'clock P.M. which was returned by J. W. Evans Const endorsed served by reading. fee 15 cts. January 27th 1844. the defendant failed to appear It is therefore considered by me that the plaintiff recover of the defendant a judgment by default for the sum of twenty two dollars ten cents and costs of suit

The State of Ohio Union County ss I James Turner Late Justice of the peace in and for the Township of Paris in said County - do hereby certify the above to be a true copy of the proceedings had by & before me in said case Given under my hand this 8th day of March A.D. 1853

James Turner Late Justice of the peace. "

Assignments on the above transcript

"For value received I do hereby assign the within transcript to Sophia Arnold the costs in the same are not assigned nor interfered with. Robson L Broome "

March 21st 1853

"Marysville Dec 27. 1853. For value rec'd I hereby assign the within transcript to Edward G. Gregg the costs in the same are not assigned nor interfered with. Sophia per mark Arnold

"Know all men by these presents that in consideration of four hundred dollars paid by Robson L Broome, William Gregg and Mary Gregg his wife have and do hereby bargain sell and convey unto said Broome and unto his heirs and assigns forever the following premises in Union County Ohio to wit the west half of in Lots No 129 one hundred and twenty nine and No 136 one hundred and thirty six except the pieces heretofore sold by Pollock to George W Poisel. To have and to hold said premises with the appurtenances unto said Broome his heirs and assigns forever, and said Gregg for himself and his heirs doth hereby covenant with said Broome his heirs and assigns, that he will forever warrant and defend said premises with the appurtenances against the claims of all persons whomsoever, Provided that if the said William

Gregg does pay six notes of hand amounting to the sum of two hundred and ten dollars exclusive of interest, described as follows One of fifty dollars signed by Samuel Gregg George W Poisel and William Gregg and payable one year after date, second note of the same amount and signed by the same persons and payable two years after date, third note signed by the same of the same amount and payable three years after date, the above named notes dated August 23rd 1836 Also three other notes signed by William Gregg two for twenty five dollars each, and one for ten dollars amounting to sixty dollars, and dated March 25th 1839 all six of the above named notes are made payable to R L Broome or bearer and all bearing interest one of the notes for twenty five dollars is due in one year and the other in two years from date, then this instrument is to be void otherwise to remain in full force and virtue. In witness whereof the said William Gregg and Mary his wife have hereunto set their hands and seals this thirteenth day of July Anno Domini eighteen hundred and thirty nine.

Signed and sealed in presence of

James Turner — William Gregg (Seal)

P M Cherry — Mary her + mark Gregg (Seal)

State of Ohio, Union County

Personally appeared the above named William Gregg and Mary his wife signers and sealers of the above instrument and acknowledged the same to be their voluntary act and deed for the purposes therein expressed. The said Mary Gregg being by me separate and apart from said husband acknowledged the same to be her voluntary act ~~without~~ without any fear or coercion from her said husband. Given under my hand this 13th day of July 1839. James Turner J P (Seal)

Endorsed "Filed and recorded this mortgage July 13th 1839 at 3 o'clock P.M. in vol 7 page 283 & 284. P.B. Smith Recorder."

"For value received I do assign the within mortgage to Sophia Arnold and two notes of fifty dollars each dated August 23rd 1836 which was secured by said mortgage. Robson L Broome"

"~~For value received~~ Marysville O Dec 27. 1853. For value received I assign the annexed mortgage to Edward S Gregg & two notes of fifty dollars each dated August 23rd 1836 which are secured by said mortgage Sophia her mark Arnold"

" Bellefontaine O. Feb 17. 1854 For value received I assign the annexed Mortgage to Joseph A Marshall, & two notes of fifty dollars each dated August 23. 1836 which are secured by said Mortgage. E. G. Gregg "

" $460.— One year after date I promise to pay Joseph A Marshall or order the sum of four hundred & sixty dollars with interest from date, for value Rec'd Feb. 17th 1854

Attest, J B Underwood. E. G. Gregg "

" Know all men by these presents that Edward G. Gregg of the County of Logan and State of Ohio in Consideration of the sum of Four hundred and sixty dollars, in hand paid by Joseph A Marshall of the same place, have bargained and sold, and do hereby grant, bargain, sell and convey, unto the said Joseph A Marshall his heirs and assigns forever, a certain tract of land lying in the County of Union, and State of Ohio (to wit) " The west half of Lots No (129) one hundred and twenty nine; No (136) one hundred and thirty six except the piece heretofore sold by Pollock, to George W. Poisel. To have and to hold said premises, with the appurtenances, unto the said Joseph A Marshall his heirs and assigns forever. And the said Edward G. Gregg for himself and his heirs, doth hereby covenant with the said Joseph A. Marshall his heirs and assigns, that he is lawfully seized of the premises aforesaid; that said premises are free and clear from all incumbrances whatsoever; and that he will forever warrant and defend the same with the appurtenances unto the said Joseph A Marshall his heirs and assigns, against the lawful claims of all persons whomsoever. Provided always, and these presents are upon this condition, that whereas, the said Edward G. Gregg has executed to the said Joseph A Marshall his promissory note of even date herewith for the sum of Four hundred and sixty dollars payable one year after date, with six per cent interest. Now, if the said Edward G. Gregg shall pay said note and interest, when the same becomes due, then these presents shall become void, otherwise to remain in full force and virtue. In testimony whereof, I have hereunto set my hand and seal this seventeenth day of February A.D. 1854

Signed, Sealed, and delivered in the presence of
Samuel W. Seymaster, J. B. Underwood } E. G. Gregg (Seal)

The State of Ohio, Logan County ss.

Before me, a Justice of the Peace in and for said County, personally appeared the above named Edward G. Gregg and acknowledged the signing

Joseph A. Marshall
vs,
Edward G. Gregg
& others

Amount claimed
$22,10 with Interest from
Jany 27-1844-$50,00
with Interest from June 10-1846
$50,00 with Interest from July 8th
1843 and $460,00 with
Interest from February 17th
1854

Filed March 14th 1855
Gabr Randall Clk

Received

Stanton & Allison
Attys for Plaintiff

Received this writ March 12th 1855 and served the same March 14th 1855
on the following named defendants to wit, Benjamin Gregg & Cynthia Gregg made
due service by leaving a copy of the writ with each of said defendants
Edward G. Gregg
Fees Service $1,35
Copies .60
Mileage .60
$2,55

William H. Wade Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Edward G. Gregg James Gregg Benjamin Grubbs & Cynthia Grubbs his wife & Mary Gregg that they have been sued by Joseph A. Marshall in the Court of Common Pleas of Union County, and that unless they answer by the 7th day of April A. D. 1855, the petition of the said Joseph A. Marshall against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 19th day of March A. D. 1855.

Witness my hand, and the seal of said court this 10th day of March A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Resolve

Filed June 21st 1855
John Randall Clerk

Received

Letter June 21st 1833
Mr. Lemuel Sth

NOTICE

Joseph A. Marshall vs. Edward G. Gregg James Gregg and others. Common Pleas of Union county, Ohio.

THE defendants, Edward G. Gregg and James Gregg, heirs of William Gregg deceased late of said county of Union, will take notice that on the 10th day of March 1855, Joseph A Marshall filed his petition in the court of common pleas of Union county Ohio, against them and others, which is now pending, which sets forth that on the 13th day of July 1839, the said William Gregg and his wife, executed to one Robson L. Broome, a mortgage to secure the payment of six notes of hand, amounting in the aggregate to $210, upon the west half of in lots No.'s 129 and 136 in the town of Marysville, Union county, Ohio That on one of said notes a judgment was obtained by said Broome on the 10th day of January 1844, for $22,10 and costs which remains due and unpaid. That two other of said notes for $50 each with the interest on one from July 8th 1843, and on the other from June 10th 1846 remain due and unpaid.--That said notes, judgment and mortgage were assigned and transferred by said Broome to Sophia Arnold, by her to said Edward G Gregg and by him to the plaintiff, who now owns the same. That the said Edward G. Gregg. on the 17th day of February 1854 executed to the plaintiff a mortgage on the same premises to secure a note given by him to plaintiff the same day, for $460, payable in one year thereafter, with interest, which is now due and remains wholly unpaid. That the said James Gregg has conveyed his interest in said premises to the said Edward G. Gregg but the deed has not been recorded.

The object and prayer of the petition is that the plaintiff may have judgment for the amounts so due on said notes and judgment—that both mortgages may be foreclosed. and the premises sold to satisfy the same, and for other proper relief. The said Edward G. Gregg and James Gregg are required to answer said petition by the 12th day of May next.

STANTON & ALLISON, att'ys for plt'f.

Attest: TABER RANDALL, Clerk.

March 14, '55. n26w6p/$7,50pd3,00.

State of Ohio
Union County SS
S. McBratney, publisher of the Marysville Tribune a weekly newspaper of general circulation in said county do make oath that the annexed Notice was regularly published in said Newspaper for more than six consecutive weeks before the 7th day of May 1855

S. McBratney

Sworn to and subscribed before this 21st day of June 1855

Taber Randall Clerk

J. A. Marshall

vs

James Gregg et al

Answer

Filed May 7. 1855

John Randall clerk

Recorded

by R. G. Leland

Joseph & Marshall Plaintiffs
against
Edward Gregg - Mary Gregg
James Gregg - Benjamine
Grubb & Cynthia Grubbs -
defendants

Court of Common
Pleas
Union County

answer

James Gregg by M. C. Clark his atty for himself comes & for answer says that he cannot answer as to the first count of Plaintiffs petition as the facts are not within his knowledge

and for further answer says that as to his interest as defendant in this suit all the matters setforth in the second count of Pltffs petition are true

and in further answer admits all set forth in the third count to be true except the conveyance from himself to the said Edward Gregg and for answer to this part of said petition, says that he never made a conveyance of his interest in said premises as setforth by Plaintiffs petition to the said Edward Gregg & thus the puts himself upon the country &c

by M. C. Clark atty for J Gregg

The State of Ohio union County ss
M. C. Clark as atty for James Gregg (who is not a resident of the state) being duly sworn says that he believes the matters and statements of the foregoing answer to be true

M. C. Clark

Sworn to by M. C. Clark before me and subscribed in my presence this 17th day May A D 1855

Lewis Randall Clerk

J. A. Marshall
vs
Edward J. Gregg
& others

Answer of Mary
Gregg

Filed April 7th 1855
Lewis Randall Clerk

Recorded

R. L. Clerk

Joseph A. Marshall Plaintiff
against
Edward Gregg defendants
James Gregg
Mary Gregg
Benjamine Grubb
& Cynthia Grubb his wife

Court of Common Pleas
Knox County

answer

Mary Gregg one of
1st the defendants for herself comes and for answer to the first Count in Plaintiffs Petition says the notes set forth therein are wholly out of her knowledge and can not deny or confess them

2d And for further answer as the Plaintiffs second Count says - It is true that her Husband Wm Gregg and herself did Execute in manner and form as set forth in Plaintiff Petition a deed of Mortgage in security of the notes therein mentioned and upon the premises therein described to one Robson. S. Brown - It is also true that said Brown assigned said mortgage and the amount that remained due and unpaid of said notes to one Sophia Arnold and the said Sophia Arnold afterwards assigned said Mortgage and the amount then due to Edward Gregg one of the Defendants and for further answer says that said notes mortgage and payment is so far paid off that there is due hereon but One Hundred and ten dollars and the interest that has accrued since the 27th day of December 1853 - and no more which deft is ready to verify -

3d and for answer to the third Count ~~in said~~

says the matters and statements ~~therein~~ setforth are true ~~to the~~ except that portion which alledges a conveyance from James Gregg to Edward Gregg which is not within her own knowledge and of this she puts herself upon the Country &c

R. C. Blackburn Atty for Defts

The State of Ohio Union County SS

Mary Gregg being duly sworn says that she believes the statements of the foregoing answer to be true

Mary her X mark Gregg

Sworn to by Mary Gregg before me and subscribed in my presence this 7th day of September AD 1885 — Jabez Randall Clerk

Recorded

Joseph A. Marshall
vs.
Edward G. Gregg
and others

Union Com Pleas
June Term A.D. 1855.

Recd of John Randall
Esqr one hundred and
ninety dollars, being the amount paid
into Court by Mary Gregg one of the
defendants in this case.

June 21. 1855.

Stanton & Allison
Attys for Plff

A. Marshall
Coo
Ex. Foggbots
Atty for Defts
Cont.

Filed June 20th 1853
Robert Randall
Clerk

R. Clarke
Atty for
Pltf

Served this writ June 20th 1853 by reading the same in the presence of Williams Wells &
L. B. Coats

Fees Service	.25
Mileage	05
Return	05
	35

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John B Coats and William Wells

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at forthwith o'clock, A. M.,

to testify and the truth to speak on behalf of Defendant

in a certain controversy in said Court depending, wherein

Joseph A Marshall Et als is Plaintiff, and

Edward Gregg Et als 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 20th day of June A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

J. Marshall
vs
Eliza Gregg et als
Sub for Def cos
Ccd

Filed June 19th 1855
Calvin Manning Clerk

Served this writ June 19th 1855 by reading the same in the presence of Robson L. Broom & Sophia Arnold. R. L. Broom demanded his fees which were not paid

Fees Service	25
Mileage	05
Return	05
	35

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Robson L Broom & Sophia Arnold

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d 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

Joseph Marshall is Plaintiff, and

Edward G. Gregg Et als 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 18th day of June A. D. 1855.

Taber Randall Clerk.

COURT OF COMMON PLEAS UNION COUNTY

Received this writ January 17th A.D. 1856 and served the same January 22nd A.D. 1856 and caused the within described premises to be appraised by the oaths of S.D. Welsh Thomas Turner & L. A. Cassil. Advertised said property 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 25 day of February A.D. 1856 that being the time said property was advertised to be sold I offered the same for sale according to law and sold it to James Turner for forty four dollars that being two thirds of the appraised value thereof and he being the highest and best bidder therefor.

Fees Service	.35
Calling Inquest	1.00
Appraisers fee	1.50
Copy of Appraisement	.30
Advertisement	25
Printers fee	3.00
Return	20
Poundage	44
	$ 7.24

William H. Robb Sheriff

Joseph Marshall
vs.
Samuel G. Gregg
& others

Date of Sale

Date Notice 5th 1856
Date Return Ch. 2

Receipt
Allen & Robb
Defendants

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the June term of the Court of Common Pleas Continued and held for said County on the 21st day of June A. D. 1855 in a cause therein pending wherein Joseph Marshall is plaintiff and Mary Gregg & Edward Gregg & others defendants the Court ordered that you expose to sale subject to the dower of said Mary Gregg four sixths of parts of the premises in the bill described as follows to wit, situate in the Town of Marysville in said County of Union Ohio, being the west half of In lots No. (129) One hundred and twenty nine & (136) One hundred and thirty six except the piece heretofore sold by Pollock to George W. Poisel

To satisfy said complainant in the sum of four hundred and seventy nine dollars with interest thereon from the 21st day of June A. D. 1855 until paid; After first paying the costs in this proceeding and the sum of two hundred & forty nine dollars with interest thereon from said 21st day of June A. D. 1855 to said Mary Gregg together with the accruing costs And make due return of this writ in sixty days

Witness Saber Randall Clerk of said Court at Marysville this 17th day of January A. D. 1856

Saber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0047

No. 55-CU-47

Union Common Pleas Court.

Jackson Milligan Plaintiff,

AGAINST

James Fisk Defendant.

June 1855

JUD'G VS PLAINT'F

Journal 5 Page 421

Record No. 7 Page 217

Ex. Doc. B Page 62

Jackson Milligan
vs
James Fish

Cost bill made
&
for record

Recorded

Union Com Pleas

Jackson Milligan
vs
James Fish

Petition

Filed May 9th 1855
Lafer Randall Clerk

Recorded

Cole & Allen
Attys

Jackson Milligan, Pltff
vs
James Fish, Defendant

Court of Com. Pleas of Union Co. Ohio
Damage $100.00
Petition

Jackson Milligan, Plaintiff, says that on or about the 1st day of June 1854, he agreed with James Fish Defendant to pasture and take care of two yearling colts the property of the Plaintiff, for which the said Plaintiff agreed to pay said Defendant $1.25 per month. That the said Defendant took the said colts into his care and custody under said agreement, And the said Plaintiff says that the said Defendant neglected to take proper care of said colts, and that by reason of his said neglisence the said colts were killed on or about the 20th day of Aug 1854, while in his custody And the plaintiff says that he is damaged by reason of the premises aforesaid in the sum of One hundred Dollars, therefore he asks Judgment for One hundred dollars.

Cole & Allen
Pltffs Attys.

State of Ohio Union County ss
Jackson Milligan being sworn says that he believes the statements of the foregoing petition to be true. Jackson Milligan

Sworn to by Jackson Milligan before me and subscribed by him in my presents, this 9th day of May 1855.

Jabez Rondale Clerk

Jackson Milligan
vs
James Fish

Answer

Filed June 13th 1835
Saben Randall Clerk

Recorded

Jackson Milligan
Plff
agst
James Fish

Union Common Pleas
Answer

The said defendant comes and for answer to said petition says it is not true that the colts of the plaintiff in said petition were killed by reason of any negligence of the defendant & the declarations in said petition that said colts were on or about the 20th day of August 1854 in the custody of defendant are not true & the defendant denies that he was under any obligations of any kind to take care of said colts on or about the 20th day of August 1854

Jno R Anson
Defendants Atty

The state of Ohio Union County
James Fish being sworn says he believes the statements in the foregoing answer are true

James H his mark Fish Jr

sworn to before me in my presence subscribed by James Fish this 21st day of June 1855

Jabez Ronsall Clerk

Jackson Milligan
vs
James Fish

Transcript

Filed March 16th 1835
Saler Randall Clk

Recorded

State of Ohio }
Union County, S.S. } Jackson Milligan
V. S. } In Damage
James. Fish } Damage claimed $100,00

November 20th AD 1854
Suit Brought to Recover $100,00 Damage as per Bill of particulars filed which Reads as follows to wit:

Jackson Milligan }
vs } Before James. Richey a Justice of
James Fish } the peace for Dover T.P. Union County
Ohio, Damage $100,00:

Jackson Milligan plaintiff, of the said County of Union Says that on or about the 1st day of June 1854, he entered into an agreement with the defendant James. Fish of said County in which agreement the said Fish, agreed to pasture and take care of two Gearling Colts, the property of the said Jackson Milligan at the price of $1,25 per Month, that the said James. Fish took the said Colts into his custody and possession, with the agreement as aforesaid to take Good care of said Colts, and this plaintiff says that the said James. Fish, neglected to take proper care of said Colts, and by reason of his said negligence and proper care and attention to said colts, the said Colts were Killed, whereby this plaintiff says he is Damaged to the amount of one hundred Dollars, therefore he asks Judgement for one hundred Dollars. Jackson Milligan by
J B Allen his Atty

Summons Issued Novr 20th AD 1854
for the appearance of the Defendant James Fish on the 25th (inst) at 10 O clock A M
Also on the aplication of the plaintiff. J Milligan subpeona issued for the appearance

of Adam Richey, Joseph Russell, Daniel Duvall, and Peter Hush. as witnesses for Plaintiff. Also an aplication of the Defendant James Fish, subpeona issued ~~on the 21st of~~ Nov. 21st 1834, for the appearance of Jacob Longbrake and Sanford Satterlee, and on the 23rd inst, for Alexander Scott, as witnesses for Defendant

Jackson Milligan vs
James Fish, } in Damage

the said Jackson Milligan Being a nonresident of the township was required to give security for the costs and thereupon he the said Jackson Milligan and Daniel Duvall, came before me and acknowledged themselves Jointly and Severally to owe and Stand indebted to the said James Fish, the Defendant in the sum of twelve Dollars ($12.00) to be levied upon their respective Goods and Chattles, Lands and tenements upon this condition that if the said Jackson Milligan and Daniel Duvall, shall pay all the costs that may accrue in the prosecution of the said action of the said Jackson Milligan against James Fish, when Judgement is Rendered therein by me, then the above Recognizance to be void, otherwise to be and Remain in full force and vertue in Law, Signed Jackson Milligan
Daniel Duvall

taken and acknowledged before me this 23rd day of Nov AD 1834. I. B. Richey J.P.

Item of fees	
Justice on summons	,15
on pltffs subpeona	,30
on Defdts subpeona	,20
Do	,15
filing Bill of pltf	,05
Recognizance	,25
Swearing	0
pltffs witnesses	,40
& Defdts witns	,10
Judgt	,25
	1,85

25th Nov 1834

Summons returned indorsed I acknowledge service (signed) James C. Fish. Served ~~the within~~ on defendant by Reading the above Sum=

mons to said defendant James. Fish, Item of
Nov. 21st /54, fees 30 cents William Bowen Const, Const fees
Also, plaintiffs Subpeona Returned on summons ,30
indorsed served the within Nov 21st 1854 by on plaintiffs
reading to Adam Richey Joseph Russell subpeona 1,15
and peter Hush, and on Daniel Duvall on defendants
by copy of Subpeona left at his subpeonas 1,20
Residence in presence of his wife, mileage
and service $1,15, William Bowen Const, pl ff's Notice ,30
Also defendants subpeona returned
indorsed 22nd day of Nov, 1854, served the Defdt's Notice ,50
within by Reading to Jacob Longbrake $3.45
and on Sanford Satterlee, on the 23rd (inst)
Sanford Satterlee demanded his fees & fee
not paid, fees mileage and service plaintiffs Witness
$00,80, ts. William Bowen Const fees
And on the 25th (inst) served on Alexander I Milligan ,25
Scott by Reading fees mileage and D Duvall ,80
service $00,40, William Bowen Const A Richey ,50
service and mileage of plaintiffs Notice 30 cts I Russell ,50
and on Defenants Notice $00,50 cts Peter Hush ,50
William Bowen Const H. Farnum Jr ,25
Nov 25th 1854 Wm Bowen ,25
parties met Witnesses sworn James Fish ,25
trial had, and after hearing all $3.30
the proofs and allegations in the Defendants Witness
case and upon due consideration fees I Longbrake ,50
of the same by me It is adjudged Alex Scott ,50
by me that the plaintiff Jackson Milligan has no $1,00
cause of action and that the defendant
James Fish Recover Judgement of the
plaintiff Jackson Milligan for the
costs of this suit taxed at Nine Dollars
and Sixty cents ($9,60.) I B Richey J.P.
whereupon the pl'ff I Milligan took an appeal from the above

decision and on the 30th day of Nov 1854 ~~Jack Milligan~~ ~~and~~ Daniel Duvall Entered into a Recognizance as follows

Jackson Milligan
vs } in Damage
James Fish

In the action of Jackson Milligan against James Fish I Daniel Duvall acknowledge myself Bail for the appellant Jackson Milligan in the sum of Seventy five Dollars ($75,00,) to be levied of my Goods and chattles Lands and tenements if ~~default~~ in case the appellant Jackson Milligan shall fail to prosecute or shall be condemned in the action aforesaid and shall fail to pay the condemnation Money and costs, that have accrued or that may accrue in the court of Common pleas. (Signed, Daniel Duvall ~~Bail~~
Taken Signed and acknowledged on the 30th day of November AD 1854 James B Richey J.P.

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

James B Richey Justice of the peace in and for said J.P.

this transcript $00,31¼ cts

Justice fees	$1,85
Const do	3,45
Witnesses do	4,30
	$9,60
transcript	31¼
total	$9,91¼

Jackson Milligan

James Fish

No 230

Jackson Milligan
Bill of Particulars
v.s.

James Fish

Filed Nov 20th 1854

Jackson Milligan
vs
James Fish

Before James Rockey, a Justice of the Peace in and for Dover Tp. Union County Ohio.

Damage $100.00

Jackson Milligan plaintiff, of the said County of Union says that on or about the 1st day of June 1854, he entered into an agreement with the Defendant James Fish, of said County in which agreement the said Fish agreed to pasture and take care of two yearling colts, the property of the said Jackson Milligan, at the price of $1.25 per month. That the said James Fish took the said colts into his custody and possession, with the agreement, as aforesaid to take good care of said colts, and this plaintiff says that the said James Fish neglected to take propper care of said colts and by reason of his said negligence and propper care and attention to said colts, the said colts were killed, whereby this plaintiff says he is damaged to the amount of one hundred Dollars, Therefore he asks judgment for one hundred Dollars.

Jackson Milligan
By J B Allen his Atty

Milligan
vs
Fish
Verdict

200

Filed June 22nd 1853
John Randall Clerk

We find for the Defendant

Jesse Gill Foreman

Hickson Milligan
vs
Thomas Fish

Sub. for Crit.

Filed June 18th 1835
Solon Landace Clerk

Clerk 1.05
Sheriff 1.70

Served this writ June 14th 1835 by leaving a certified copy of this writ at the residence of Henry Farmum and by reading in the presence of William Bowen, Samuel Tuball, Adana Ridley, Peter Hush & Joseph Russell.

William Bowen & Peter Hush demanded their fees which were not paid

Fees Service .75
Mileage 65
Return 10
$1.50
1 copy 20
$1.70 William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Henry Tarrum William Bowen Daniel Duvall Adam Ricker Peter Hush & Joseph Rupel

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 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

Jackson Milligan is Plaintiff, and

James Fish 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 13th day of June A. D. 1855.

Taber Randall Clerk.

Milligan
vs
Thomas Clair

Writ for Writ

Filed June 21st 1853
John Ponsee Clerk

Clerk 30
Sheriff 22

Robinson
Att for Deft

Served this writ June 21st 1853 by reading the same in the presence of the within named Marvel Owen

Fees Service 12
Mileage 05
Return 05
22

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Warret Owen

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 _____ day of next term, forthwith o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said Court depending, wherein Jackson Mulligan is Plaintiff, and James Fish 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 21st day of June A. D. 1855.

Taber Randall Clerk.

Jackson Milligan
vs
James Fish

Suit for
Def'ds Wit,

Filed June 21st 1855
Salem Randall Clk
by Curry

Clerk 50
Sheriff 1.13

Robinson atty
for defendant

Served this writ June 20th 1855 by leaving
in the presence of Alexander Brown Lawful
Inhabitant of the house of Scott

Fee for service 38
Mileage 10
Return 25

$1.13 William H. Pitts Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Alexander Bowen
Jacob Longbrake & ~~Erastus~~ Alexander Scott

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 3 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

Jackson Milligan is Plaintiff, and

James Fish 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 19th day of June A. D. 1855.

Taber Randall Clerk.

J. Milligan
vs
Thomas Hill

Writ for Cert.

Filed June 20th 1853

John Randall
Clerk

Clerk 30
Sheriff 42

Plaintiff's Atty

Served this writ June 20th 1853 by reading the same in the presence of Thomas Henderson

Fees Service 12
Mileage 25
Return 05
.42

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Henderson

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 3 day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Defendant

in a certain controversy in said Court depending, wherein

Jackson Milligan is Plaintiff, and

James Fish 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 20a day of June A. D. 1853.

Taber Randall Clerk.

D. Bj. 62

Jackson Milligan
vs
James Fish

Debt —
Costs $33,89
this writ 1 70

Filed Oct. 30th 1853
Laban Randall Clerk

Recorded

J W Robinson
Atty for Deft

Received this writ August 31st A.D. 1853 — and served the same September 24th A.D. 1853, and received eleven dollars on this writ.

No goods or chattles lands or tenements found whereon to levy

Fees service	35
Mileage	45
Return	10
Poundage	22
	$1,12

Retained $300 of my costs

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* June *A. D.* 1855,

James Fish *recovered against*

Jackson Milligan

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* $33.89 *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* Jackson Milligan

you cause to be made the ~~debt, damages, and~~ *costs aforesaid,* ~~with interest thereon from the~~ ..... *day of* ..... *A. D.* 18 ..... *until paid, also the sum of* $ ..... *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 31st *day of* August *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

James Fish

vs

Daniel Duvall

Bill of Particulars

Jackson Milligan } Plea before his Hona Benjamin Mitcalf
vs. } Presiding Judge at a Court begun and
James Fish } held at the Court House in the Village of
Marysville within and for the County of
Union and State of Ohio on the 21st day of June A.D.
1855. Heretofore to wit on the 16th day of March A.D.
1855 the following Transcript was filed which reads in
the words & figures as follows to wit, "State of Ohio Union
County ss Jackson Milligan vs James Fish } In damages
Damages claimed $100,00. November 20th A.D. 1854 suit
brought to recover $100,00 damages as per bill of particulars
filed which reads as follows to wit Jackson Milligan vs
James Fish before James Rickey a Justice of the Peace
for Dover Tp. Union County Damage $100,00 Jackson
Milligan plaintiff of the said County of Union says
that on or about the 1st day of June 1854 he entered
into an agreement with the defendant James Fish of
said County in which agreement the said Fish agreed to
pasture and take care of two yearling colts the property
of the said Jackson Milligan at the price of one dollar
and twenty five cents per month, that the said James
Fish took the said took the said Colts into his custody
and possession with the agreement as aforesaid to take good
care of said Colts and this plaintiffs says that the said James
Fish neglected to take proper care of said Colts and by
reason of his said negligence and proper care and atten-
tion to said Colts the said colts were killed whereby this
plaintiff says he is damaged to the amount of One hundred
dollars therefore he asks Judgement for one hundred dollars
Jackson Milligan by S. B. Allen his Atty
Summons issued Nov. 20th A.D. 1854 for the appearance of defen-
dant James Fish on the 25th Inst. at 10 o clock A.M. also
on the application of Plaintiff J. Milligan Subpoena issued for
Adam Rickey Joseph Russel Daniel Duvall & Peter Hush as

Jackson Milligan } Pleas before his Hon. Benjamin Metcalf
vs } Presiding Judge at a Court begun and
James Fish } held at the Court House in the Village of
Marysville within and for the County of
Union and State of Ohio on the 21st day of June A.D.
1855. Heretofore to wit on the 16th day of March A.D.
1855 the following Transcript was filed which reads in
the words & figures as follows to wit, State of Ohio Union
County ss Jackson Milligan vs James Fish } In damages
Damages claimed $100,00. November 20th A.D. 1854 suit
brought to recover $100,00 damages as per bill of particulars
filed which reads as follows to wit Jackson Milligan vs
James Fish before James Rickey a Justice of the Peace
for Dover Tp. Union County Damage $100,00 Jackson
Milligan plaintiff of the said County of Union says
that on or about the 1st day of June 1854 he entered
into an agreement with the defendant James Fish of
said County in which agreement the said Fish agreed to
pasture and take care of two yearling colts the property
of the said Jackson Milligan at the price of one dollar
and twenty five cents per month, that the said James
Fish took the said took the said Colts into his custody
and possession with the agreement as aforesaid to take good
care of said Colts and this plaintiffs says that the said James
Fish neglected to take proper care of said Colts and by
reason of his said negligence and proper care and atten-
tion to said Colts the said colts were killed whereby this
plaintiff says he is damaged to the amount of One hundred
dollars therefore he asks Judgement for one hundred dollars
Jackson Milligan by J. B. Allen his Atty
Summons issued Nov. 20th A.D. 1854 for the appearance of defen-
dant James Fish on the 25th Inst. at 10 o clock A.M. also
on the application of Plaintiff J. Milligan Subpoena issued for
Adam Rickey Joseph Russel Daniel Duvall & Peter Hush as

Afterwards to wit on the 9th day of May A.D. 1855 the following petition was filed which reads in the words and figures as follows to wit.

Jackson Milligan plff } Court of Common Pleas of Union
vs } County Ohio. Damages $100.00
James Fish Defendant } Petition.

Jackson Milligan plaintiff says that on or about the 1st day of June 1854 he agreed with James Fish Defendant to pasture and take care of two yearling colts the property of the plaintiffs for which the said plaintiff agreed to pay said defendant $1,25 per month That said defendant took the said colts into his care and custody under said agreement and the said plaintiff says that the said defendant neglected to take proper care of said colts and that by reason of his said negligence the said colts were killed on or about the 20th day of Aug. 1854 while in his custody and the plaintiff says that he is damaged by reason of the premises aforesaid in the sum of One hundred dollars, therefore he asks judgement for one hundred

Cole & Allen Plffs Attys

State of Ohio Union County ss

Jackson Milligan being sworn says that he believes that the statements of the foregoing petition to be true

Jackson Milligan

Sworn to by Jackson Milligan before me and subscribed by him in my presence this 9th day of May 1855 John Randall Clerk

Afterward to wit, On the 13th day of June A.D. 1855 the following Answer was filed which reads as follows to wit,

Jackson Milligan plffs } Union Common Pleas Answer
vs } The said Defendant comes & says,
James Fish } for answer to said petition it is not true that the colts of the plaintiff in said petition were killed by reason of any negligence of the defendant & the declarations in said petition that said colts were on or about the 20th day of August 1854 in the custody

returned endorsed 22d day of November 1854 served the within by reading to Jacob Longbrake and on Sanford Satterlee on the 23 Inst., Sanford Satterlee demanded his fees and fee not paid fees mileage and service $0,80 William Bowen Const., and on the 25th Inst., served on Alexander Scott by reading fees service & mileage $0,40 William Bowen Const., Service and mileage on plaintiffs notice 30 cts and on defendants notice $0,50 William Bowen Const.,

Nov., 25th 1854 parties met witnesses sworn trial had and after hearing all the proofs and allegations in the case and upon due consideration of the same by me it is adjudged by me that the plaintiff Jackson Milligan has no cause of action and that the defendant James Fish recover Judgement of the plaintiff Jackson Milligan for the costs of this suit taxed at nine dollars and sixty cents ($9,60)

J. D. Richey J. P.

Whereupon Jackson Milligan took an appeal from the above decision and on the 30th day of Nov. 1854 Daniel Duvall entered into a recognizance as follows

Jackson Milligan vs. James Fish } in Damage. In the action of Jackson Milligan against James Fish I Daniel Duvall acknowledge myself bail for the appellant Jackson Milligan in the sum of seventy five dollars ($75,00) to be levied of my goods and chattels lands and tenements if in case the defendant Jackson Milligan shall fail to prosecute or shall be condemned in the action aforesaid and shall fail to pay the condemnation money and costs that have accrued or that may accrue in the Court of Common Pleas

Signed Daniel Duvall

Taken signed and acknowledged on this 30th day of November A. D. 1854 James D. Richey J. P.

State of Ohio Union County, Dover Township ss I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by & before me in the above case James D. Richey Justice of the Peace in & for said Tp.

This transcript $00,31¼ cts

of defendant are not true & the defendant denies that he was under any obligation of any kind to take care of said Colts on or about the 20th day of August 1854

J. N. Robinson Defendants Atty

The State of Ohio Union County ss

James Fish being sworn says he believes the statements in the foregoing Answer are true James his mark Fish Jr

Sworn to before me, in my presence subscribed by James Fish this 21st day of June 1855 Saber Randall Clk R

Afterwards to wit on the 21st day of June A.D. 1855 the following entry was made in the Journal of said Court which reads in the words and figures as follows to wit,

Jackson Milligan vs James Fish — This day came the parties by their Attorneys and thereupon came a Jury to wit, John Organ Wm C. Woods A. L. Skinner William Phillips Jr N. Wells Josiah Rea Jesse Gill Jacob Gibson Joshua Judy James Henderson Samuel Wheeler & Joseph Bain who being duly empannelled and sworn well & truly to try the issue joined between the parties upon their oaths do find for defendant and say he is not guilty as in said petition set forth, thereupon it is considered that said defendant go hence without day and recover his costs in this behalf expended taxed to $

Attest Saber Randall Clerk R

Costs Bill	$	Cts.
Court Costs		
Clerk Taber Randall (writ Cert & Serve	8	10
This Transcript	3	85
Sheriff W.H. Robb	3	89
" On Ex	1	12
Wit. Henry Farnum	1	75
" Wm Bowen		95
" Daniel Duvall	1	05
" Adam Richey	1	75
" Joseph Rupell	1	75
" A.R. Bowen	1	75
" Jacob Longbrake	1	00
" Jacob Scott	1	75
" Thos Henderson	1	05
" Richard Bowen		95
" Jonas Vining	1	00
" Warrit Owen	1	05
" Jury fee	6	00
Costs before J.P.		
J.B. Richey J.P.	2	16½
Wm Bowen Const.	3	45
Wm Bowen Wit		25
J. Milligan "		25
D. Duvall "		80
A. Richey "		50
J. Rupell "		50
Peter Hush "		50
H. Farnum jr "		25
J. Fish "		25
J. Longbrake "		50
Alex Scott "		50
	48	67

And also the following entry was made on the Execution Docket of said Court (marked B. page 62) which reads as follows

Jackson Milligan vs James Fish } Transcript filed March 16th 1855 & petition filed May 9th 1855

June 21st 1855 Judgement vs Plaintiff for costs

August 31st A.D. 1855 Ex. Issued for costs against Plaintiff to Robb Sheriff Union Co. writ 70

Execution returned endorsed "Received this writ August 31st A.D. 1855 and served the same September 24th A.D. 1855 and seven dollars on this writ. No goods or Chattels lands or tenements found whereon to levy Fees Service 35 mileage 45 return 10. Poundage 22 — $1.12 retained $3.00 of my costs William H. Robb Sheriff

Received Oct. 31st 1855 $3.00 of Sheriff Robb on costs Taber Randall Clerk

Received October 17th A.D. 1855 of Sheriff Robb the sum of five dollars in my share of costs in this case

James his Fish mark

The State of Ohio
Union County ss

I Saber Randall Clerk of the Court of Common Pleas in and for said County and State do hereby certify that the above and foregoing is a full and true transcript of the proceedings had in the above case and that the same is correctly copied from the Records & Execution Docket now in this office

In Witness Whereof I have hereunto set my hand and affixed the seal of said Court at Marysville this 28th day of December A.D. 1853

Saber Randall Clerk

Jas B Richie Esq

You will see from the above transcript that there is a large Bill of costs due in the above case and Daniel Duval is bail

After adding 70 cts clerks fee for

48.67
1.82
50.49
10.00
37.49

issuing execution & $1.12 for Sheriffs fee for serving writ you will deduct $13. which was collected and will find $37.49 yet due, which will have to be collected by land I suppose, as Duvall it seems will not pay it without — Bring suit in Fisher's name against Duvall on the appeal bond

There will be no stay of Execution I think

Yours Truly
Jas W Robinson

15,84
8,00
,25
24,09
1,12
25,21
1,00
14,21
1,00
~~15,21~~
15,21

11,95
389
105
95
600
25
2509
1100
1409
112
15,21

1,75
205
519
95
50
20

25
80
25
50
50
50
25
50
50
405
15914
1996½

3749
1996
1753
118
1735

175
95
105
175
175
175
100
175
95
185
276¼

5914

Jackson Milligan
vs
James Fish

Court of Common Pleas
Union Co. Ohio

Rec of Jackson Milligan my fees in full in the above case

J Longbrake
D Durall
[illegible] Bowen
J B Richey
A R Bowen
Adam Richey
Alexander Scott
[illegible]
[redacted] Davis
Joseph Russel
Henry Harmon
Henry Harmon

95
175
270

Clerk, J Rendall – 70 ch	8,10 –
Sheriff Wm H Root	389
Henry Farnum	185 –
Wm Bowen	95 –
Daniel Durell	105 –
Allen Richie	175 –
Joseph Russel	175 –
A R Bowen	175 –
Jacob Longbreak	100
Alex Scott	175
Thos Henderson	105 –
Richard Bowen	95 –
Jonas Winney	100
Warren Owen	105
Jury Fee, James Fish	600

Civil/Domestic Case File

Case No. 1855-CV-0048

No. 55-CV-48

Union Common Pleas Court.

James Leonard
Plaintiff,

AGAINST

Jacob Leonard et al
Defendant.

June 1855

DECREE FOR PLAINTF

Journal	5	Page	408
Record No.	7	Page	220
Ex. Doc.	B	Page	48

James Leonard

vs

Col. Leonard

et, als,

p 5 7 1 408

April 11 1853

R. Cordell

No 9 Brown 30,00
Robb 1,95
Randall ~~[illegible]~~
6,80

James Leonard
vs
Jacob Leonard et als
Petition for Partition

Filed March 23 1855
Saba Randall Clerk

Received

Thos Brown Atty for Pf

Guardian and said Rachel Epps is a feme covert and that Willis Epps of said County is her husband, and further that ~~[illegible]~~ the said Elizabeth Leonard declined to take under said will and is entitled to dower in said premises.

Your petitioner therefore prays that the said Jacob Leonard, Martin Leonard Elizabeth Leonard Susan Leonard and Rachel and Willis Epps be made parties defendants to this petition, and that ~~one~~ dower may be assigned to said Elizabeth Leonard, in said premises and that your petitioner as well as the other above named devisees may each have one third part of said premises set off to him in severalty, or if it shall appear that partition cannot without manifest injury be made, then that the same may be sold or other order taken pursuant to the statute in such case made and provided

By Thos Brown Atty for Petitioner

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

Your petitioner James Leonard of said County respectfully represents that on or about the 8th day of May A.D. 1854 one Abram Leonard of Union County died seized of an estate in fee simple in the following lands and tenements situate in said County of Union, the same being a survey of two hundred acres of land on a Military Warrant No. 1025, in favor of Patrick Shannon for a like quantity on the waters of Darby creek and described as follows, to wit; Beginning at two ashes N. W. corner to James Wilsons survey No. 3742 and on the line of Andrew Forbourns survey No 2983, running with Forbourns N. 37 W. 200 poles to a sugar tree ash and hickory N. E. corner to said Forbourns survey and S. W. corner to William Carters survey No 3152, thence with Carters line N. 53. E. 160 poles to an ash & sugar tree S. W. corner to said Carter thence S. 37. E. 200 poles to two Hickories N. E. corner to said Wilsons survey thence with his line S. 53. W. 160 poles to the beginning. Save and except a tract of fifty acres out of the above described two hundred acre tract conveyed by the said Abram Leonard and Wife to Robert Johnson on the 18th day of April 1823, which tract is described as follows, viz Beginning at two hickories and an elm S. E. corner to said survey No. 3742 thence with the line of the same correcting its course S. 52°35' W. 80 poles to a stake elm & Maple in the line of said survey thence N. 39° 30' E. 100 poles to a stake, thence N. 52° 35' E. 80 poles to a sugar tree & iron wood in the line of the said survey thence with said line correcting its course S. 39° 30'

W, 100 poles to to the beginning containing fifty acres more or less— Except also the following described tract conveyed by the said Leonard and his wife on the 6th day of January A.D 1844 to Hogen Poling, to wit Beginning in the centre of the Darby Road in the East line of John Peavers land, thence with his line corecting its course S, 83 E, 57 poles & 10 links to a small Walnut in the South line of said survey No, 3742, thence with said line corecting its course N, 84 E, 12½ poles to a maple & small Ash corner to said Poling thence with said Polings line corecting the course N, 87, W 57 poles to the centre of said road thence with the middle thereof S, 62 W, 7 poles and 10 links to the beginning containing ~~containing~~ three acres & eighty one poles more or less

And your petitioner further represents that the said Abraham Leonard in his life time made his last Will and Testament in writing, and which after his death was on, or about the 12th day of September A.D, 1854 proved allowed and ordered to probate and record by the Probate Court of said County and is duly recorded, That by said last Will and testament the said Abraham Leonard devised said premises, ~~to~~ that the following named devises to Wit James Leonard Jacob Leonard and Martin Leonard hold said premises, provided that within two years from the death of the said testator they give to Susan Leonard and to Nacheal Epps of said County each a Colt, all which will more fully and at large appear by the record of said Will in said Probate Court

Your Petitioner would further represent that the said Martin Leonard is an infant under fourteen years of age and that Elizabeth Leonard who resides in said County is his testamentary

James Leonard
vs
Jacob Leonard et al.

Waiver of Notice

Filed March 31st 1855
Lyber Randall Clerk

Recorded

Court of Common Pleas Union County

James Leonard
vs
Jacob Leonard et al } Petition for Partition

We the undersigned defendants, to said Petition now come and Waive notice and process and assent to the prayer of said petition

Witness our hands and seals this 22nd day of March 1855 Jacob Leonard (Seal)

Elizabeth her X mark Leonard (Seal)
and Guardian of Martin Leonard

State of Ohio Union County ss

I do hereby certify that Amos A Williams, Thomas Stilling & Christopher Weber, the within named commissioners were duly sworn to make partition of the lands within named and to assign dower in the same this the 25th day of June A.D. 1833

Fees service $1.00
Mileage .60
$ 1.60
32
1,92

William H. Robb Sheriff

Filed June 15th 1835
John Randall Clerk

Recorded

The State of Ohio }
County of Union } ss

To the Sheriff of Union County Greeting

We command you that without delay by the oaths of Amos A. Williams Thomas Stillings & Christopher Wilber you cause Elizabeth Leonard widow of Abram Leonard late of said County of Union deceased to be endowed of one full third part of the following real estate situate in said County of Union, being a survey of 200 acres of land on a Military warrant No 1025 on the waters of Darby Creek & described as follows to wit, Beginning at two ashes N. W. corner to James Wilson's survey No 3742 & on the line of Andrew Jorbourns survey No 2983 running with Jorbourns N 3 W 200 poles to a sugar tree ash and hickory N. E. corner to said Jorbourns survey & S. W corner to William Carters survey No 3152 ~~No 3152~~ thence with Carters line N 53 E. 160 poles to an ash and sugar tree S. W. corner to said Carter thence S 37 E 200 poles to two Hickorys N. E. corner to said Wilson's survey, thence with his line S 53 W 160 poles to the beginning Except a tract of 50 acres out of the above described 200 acres conveyed by said Abram Leonard & wife to Robert Johnson and described as follows beginning at two hickorys and an S. E. corner elm of said Survey No 3742 thence with the line of the same correcting the course S 52° 35' W 80 poles to a stake elm & maple in the line of said survey, thence N 39° 30' E 100 poles to a stake, thence N 52° 35 E 80 poles to a sugar tree and ironwood in the line of said survey, thence with said line correcting its course S 39° 35 W 100 poles to the beginning containing fifty acres and except also the following described tract conveyed by said Abram Leonard & wife to Roger Poling, beginning in the center of the Darby road in the east line of John Peavers land thence with his line correcting the course S 33 E 57 poles & ten links to a small walnut in the South line of said survey No 3742 thence with said line correcting its course N 54 E 12½ poles to a maple & small ash corner to said Poling, thence with said Polings line correcting the course N 37 W 57 poles to the center

of said road thence with the center of said road S 62 W 7 poles to the beginning containing three acres and eighty one poles 4 10 links and also that in like manner and by the like oaths of same Amos A Williams Thomas Stillings and Christopher Wilber you cause partition to be made of the same lands subject to said dower estate, among the following persons and in the following proportions to wit. To James Leonard one equal third part To Jacob Leonard one equal third part and to Martin Leonard one equal third part. in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Partition wherein James Leonard is Petitioner and Jacob Leonard Et als 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 of Union together with this writ

Witness Saber Randall Clerk of our said Court of Common Pleas this the 20th day of April A.D. 1853.

Saber Randall Clerk

James Leonard
vs
Jacob Leonard Et
Writ of Partition

We the undersigned commissioners named in the writ hereunto annexed after being duly sworn and after viewing and examining the premises in said Writ described do assign to the said Elisabeth Leonard for her dower estate so much of said premises as are contained within the following boundaries to wit Lot No. 1. Beginning at a fallen Hickory north westerly corner of survey No. 3742 and north easterly corner of survey No. 2873 then with their line S 32¾° E. 154. poles to the center of the Darby creek road passing a stake and stone north westerly corner of 50 acres previously deeded to Roger Poling by said Abram Leonard deceased at. 112. Then with said road N 62° E 4¼ poles to a stake in the westerly line of said Poling's land then with his line N 38° 54' W. 43¼ to a stake North west corner of said Roger Poling's land then with his N. line N 53 E 63¾ poles to a stake in said Poling's line then N 39° W. 73 poles to a small Hickory. Then N 51° E. 97¼ poles to a stake in the easterly line of said Abram Leonard Dec estate then with said line N 36½ W. 40 poles to a Sugartree 2 Ash and a Red Oak then South 51 W. 148 poles to the beginning containing (64½a) sixty four and one half acres being the equal ⅓ one third part of said Estate

Lot No. 1 And we do assign and set apart the above described Dower Lot No. 1. in said partition to Martin Leonard as his equal one third part subject to the intire dower

No. 2. And we do assign and set apart to Jacob Leonard in severalty as his equal (⅓) one third part of said Estate as follows beginning at a stake Sugartree and fallen Ironwood north easterly corner of Roger Polings lot of 50 acres Then with his easterly line S 39° E 6 2/10 poles

to a stake in said line Then N 51° E. 77½ poles to a stake in the Easterly line of said Estate Then with said line N 36½ W. 79 2/10 poles to a stake Easterly corner of lot No 1. in said partition Then with a line of lot No 1. S 51° W 97¼ poles to a small Hickory another corner of lot No 1. Then with another line of lot No 1 S 39° E. 73 poles to a stake another corner of lot No 1 and in the north line of Roger Poling's lot of 50 ac Then with his line N 53 E. 16¼ poles to the begining containing 44½ acres being the equal one third part of said Estate

No 3 And we do set apart and assign to James Leonard in severalty the equal ⅓ part of said (Abrand Leonard deceased) estate described as follows beginning at a stake and 2 small Hickories southe easterly corner of said Estate Then with the Easterly line thereof N 36½ W 96 poles to a stake Easterly corner of lot No 2 crossing the Darby creek road at 46 poles ~~Then~~ Then with a line of lot No 2 S 51 W. 77½ poles to a stake in the easterly line of Roger Poling's lot and corner of lot No 2 Then with said Poling's Easterly line S 39 E. 94 3/10 poles to a stake south Easterly corner of said Polings land crossing the Darby creek road at 51 8/10 poles Then N 53° E. 74 poles to the beginning containing 44½ acres being the equal one third part of said Estate

Given under our hands this 26th day of May 1855

Amos A Williams
Thomas Stillings
Christopher Wilber

No. 3741

I certify the above to be a correct plot of the partition of the estate of Abram Leonard dec^d made May 25th and 26th 1855, under a writ of partition issued at the Apr^l Term of common Pleas court for Union County

A F Wilkins. Surveyor

PS For particular description see commissioners report attached

Fees in the above partition

To Amos A Williams two days as commissioner	$2.00
To Thomas S Stillings do do	2.00
To Christopher Willer do do	2.00
To A F Wilkins two days surveying	4.00
To A F Wilkins for making out plots and recording	1.00
To Christopher Willer two days carrying chain	1.50
To Thomas Stillings do do	1.50
To Amos A Williams do marker	1.50
To A F Wilkins for one extra day the Commissioners not meeting	2.00

Civil/Domestic Case File

Case No. 1855-CV-0049

No. 55-CV-49

Union Common Pleas Court.

Robert Marshall
Plaintiff,

AGAINST

Sardius Ward
Defendant.

June 1855

JUDGMENT VS DEFENDANT

$25 87/100

Journal 5 Page 420

Record No. 7 Page 185

Ex. Doc. B Page 66

Law 59

Robert Marshall

vs

Sarains Ward

Record

Cost bill

made

Recorded

Marshall
vs
Ward

Sub for
Writ,

Served this writ June 15th 1833 by leaving certified copies of this writ at the residences of the following named persons viz, James Golden, Nathan Latimer, Zachariah Lape, Kelly Provin & Robert Marshall.

Fee Service	.62	Filed June 16th 1833
Copies	1.00	Zaba Randall Clerk
Mileage	1.15	
Return	.10	
	$2.87	William H. Robb Sheriff

Clerk 95

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Golden Nathan Latimer Zachariah Lape Wesley Brown & Robert Marshall

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 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

Robert Marshall is Plaintiff, and

Sardius Ward 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. 1857.

Taber Randall Clerk.

Robert Marshall
vs
Sardius Ward

Sub. for witness

Filed June 18th 1835
John Rendall Clerk

Served this writ June 15th 1835 by leaving a certified Copy of this writ at the residence of Nathan Latimer

Fees Service	12
Mileage	50
Copy	20
Return	13

William H. Roll Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Nathan Latimer

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at Ten o'clock, A. M., to testify and the truth to speak on behalf of Defendant in a certain controversy in said Court depending, wherein

Robert Marshall is Plaintiff, and

Sardius Ward 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 Eleventh day of June A. D. 1855.

Taber Randall Clerk.

Robert Marshall
vs
Andrew Moore
Ass't for Def't

Filed June 21st 65
Taber Randall
Cl C

Robinson
Atty for Pltff

Served this writ June 21st 1855 by reading the same in the presence of the within named David McLung & William Taylor

Fees Service	25	
Mileage	05	
Return	05	
	35	William H. Rott Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David McLung and William Taylor

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 _____ 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

Robert Marshall is _____ Plaintiff, and

Sardius Ward _____ 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 21st day of June A. D. 1855.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

The state of Ohio Miami County
Robert Marshall being duly sworn says the statements in the foregoing further petition are true as he verily believes

Robert Marshall

sworn to before me & subscribed in my presence by Robert Marshall this 21st day of May 1855

Leroy J. Hager J.P.

Robert Marshall
v
Randolph Marsh

Petition

Filed May 25th 1855
Walter Randolph clerk

Recorded

Robert Marshall
plaintiff
agst
Sardens Ward
Defendant

Court of Common Pleas
Union County Ohio
Petition

The plaintiff Robert Marshall says that on or about the 7th day of March AD 1855 he bought of the defendant Sardens Ward a horse for seventy dollars and took possession thereof and at the time of said purchase and before the completion thereof the defendant fraudulently misrepresented the value of said animal and said it was in every respect sound excepting one eye which was temporarily injured and which might become permanently injured. Whereas the truth is that said animal was then blind and otherwise unsound although the plaintiff was then ignorant of the same and could not detect it and relying on the representations of the defendant then bought said animal as aforesaid

The plaintiff says the defendant then well knew of the defects aforesaid of said animal and fraudulently concealed the same from the plaintiff and fraudulently misrepresented the condition of said animal as aforesaid to the plaintiff & thereby induced him to buy said horse

The plaintiff as soon as he discovered the said defects of said animal rejected the defendant thereof and tendered said animal back and demanded the note which he had given therefore which the defendant refused and has since traded and sold the note

The defendant is damaged by said fraud and deception seventy dollars and therefore asks judgement for that sum of money with interest from the commencement of this suit

James W Robinson
Atty for Pltff

Crum Com Plas

R. Marshall
vs
S. Ward
Summons

Filed Jan 21st 1833
Esther Randall Clerk

Recorded

by Cole

Robert Marshall
Pltff
vs
Sardicus Ward
Deft

} Court of Common Pleas

The defendant for answer to the petition of the plaintiff says he is not guilty of the charges contained therein, and says that he did not represent the eyes ~~of the~~ or nothing the mare referred to in said petition to be sound or well, nor did the defendant in any way warrant the said mare to be sound. The defendant further denies ~~that~~ all fraud and misrepresentation wherewith he stands charged, and he denies that plaintiff has sustained any damage by the purchase of said mare

Wherefore having fully answered prays to be discharged with his costs—

P Bleile Atty
for Deft

State of Ohio
Union County ss }

Sardius Ward being duly sworn says that he believes the statements contained in the foregoing answer to be true

Sardius Ward

Sworn to & subscribed
before me June 21/55
John Randall Clk

Transcript
Robert Marshall
against
Sardens Ward

Filed March 30th 1833
Saber Ramsay Clerk

Recorded

Robert Marshall
against
Sardenas Ward

Suit brought to recover Damage on Sale of a horse and Damage $70 as claimed by Plaintiff March 16th 1855

Bill of particulars filed for the Plaintiff and Summon Issued for the appearance of the deft on the 21st day of March 55 at ten O'clock A.M.

Also Issued Subpoena for the following witnesses for Plaintiff, Zachariah Lape Westley Provin William Taylor, Benjamin Marshall and James Kile

March 20th 1855

Issued Subpoena for deft for the following witnesses Orren Fairbanks David McClung Henry Ward and William Beaver

March 20th Summ returned Personly served on the 17th day of March 55 by copy left with the deft Mother

Fees Service 15c
Mileage 6 mile 35c
50c
L. L. Converse Const

Plaintiffs costs

Justice fees $1,00
- 15c Summon
- 35c Subpoena 5 Wit
- 20c Swearing 4 Wit
- 25c Entering Judgment

Constable 80c L. L. Converse

Witness $1,50
- 50c Z. Lape
- 50c W. Provin
- 50c B. Marshall

$3,25

Defendants Costs

Justice fees ,55c
- 30c Subpoe 4 Wit
- 25c Swearing 5 Wit

Witnesses $2,00
- 50c Henry Ward
- 50c David McClung
- 50c Orrin Fairbanks
- 50c William Beaver

Appeal fees ,80c
- 25c Appeal Bond
- 30c Transcrip 300 words
- 25c certificate

$1,35

$3,35c

March 21st 1855 Subpoena for Plaintiffs Wit returned Personly served by reading to Zacheriah Lape Westley Provin & Benjamine Marshall William Taylor and James Kile not named

Fees Service 20c
Mileage 1 Mile 10c
30c S. S. Converse Const

Subpoena for deft. Wit.s returned Served by deft on the 20th of March by reading to Orrin Fairbanks Henry Ward David McClung and William Beaver
Signed by deft

March the 21st 1835 ten o clock A. M.

Parties appeared and the Plantiff demanded a bill of particulars of the deft.s Set off which was filed, Trial had Zacharial Lape Pestley provin and Benjamin Marshall and Plaintiff Swarne and examined in behalf of Plaintiff and Sardens Ware Henry Ware David McClung and William Beaver on be half of the defendant It is there upon considered by Me that the Plaintiff recover of the defendant the Sum of forty five dollars, together with his costs herein layed at three dollars and thirty cents Leroy F. Hager J.P.

Appeal Bond

In the action of Robert Marshall against Sardens Ward I David McClung acknowledge myself bail for the appellant in the Sum of One hundred and ten dollars to be levied of my goods and Chattles, Lands and teniments in case the appelant be condemned in the action and shall fail to pay the condemnation Money and costs that have accrued ~~and~~ or may accrue in the court of common pleas (Signed) David McClung

Taken Signed and acknowledged on this 27th day of March in the year 1835
Leroy F. Hager J.P.

State of Ohio Union County Jerome Township ss
I do hereby certify that the above is a full & true copy from my docket, of the proceedings had by and before me, in the foregoing cause. Leroy F. Hager J.P.
of the afore said Township

Marshall
vs
Ward

Verdict

Filed June 21st 1855
Lafen Randall Clerk

Marshall
vs
Ward

Mr. Fincher
Plaintiff
Damages $25,00
Int 37½
25,37½

June 21 1835

John Hutchings

Filed April 3rd 1855
Saber Randall Clerk

Robert Marshall
vs
Lardner Ward

The plaintiff claims that the defendant practiced deception & fraud in selling the plaintiff a horse representing the horse to be what it was not — the plaintiff claims therefore that the defendant owes him seventy dollars said horse sold to plaintiff on or about the 7th of march 1855 —

Civil/Domestic Case File

Case No. 1855-CV-0050

No. 55-CU-50

Union Common Pleas Court.

Samuel B. Lee
Plaintiff,

AGAINST

William Hancomb
Defendant.

June 1855

JUD'G VS PLAINT'F

Journal 5 Page 411

Record No. No Record. Page

Ex. Doc. B Page 174

Samuel C. Lee et als
vs
Wm Duncombe Exr
& others

No Record

p 411
June 20th 1833.
Judgt. vs Plff for costs

D. B. 174

Saml C Lee et als
v
Wm L Incombe et al

Petition

Issue summons returnable according to law and endorse
"Injunction allowed"
J W Robinson
pltffs Atty

Filed March 31st 1855
Leber Randall Clerk

Injunction allowed as prayed for. to be in force until the court in which the cause is pending shall dissolve or perpetuate the same. upon the plaintiffs giving bond according to law in the sum of $100.00
March 31st 1855
James Downer
Probate Judge
Fee $2.00

Samuel C Lee
Lewis H Lee
George W Cherry &
Mary Cherry
plaintiffs

against

William Duncombe &
David D Welsh
defendants

Court of Common Pleas
Brown County Ohio
petition

The plaintiffs above named say that they are seized in fee simple of the real Estate hereinafter described with the appurtenances to wit situate in the County of Brown aforesaid, Beginning at a stake in the East side of the Weaver road & in the S. W. Corner of a lot sold to Charles Mullen, thence South with said Road 4 poles to a stake, thence Easterly and parallel with the line of said Mullens lot 10 poles, thence Northerly 4 poles to the S. E. Corner of said Mullens lot, thence with his line to the beginning, containing one fourth of an acre more or less.

That the plaintiffs ancestor C. Lee on the 8th day of April 1854 leased said real Estate to the defendant Duncombe for two years from that date. That said Duncombe now is about to abandon his said Lease and leave the County & in order to defraud and injure the plaintiffs in their said real Estate threatens to sell and remove from said Lot the plaintiffs house which is a part of said real Estate. That the defendant David D Welsh says he has actually bought from said Duncombe the house on said lot and is about to remove it from the lot

The plaintiffs say the defendant Duncombe is pecuniarily irresponsible & that it

will work irreparable mischief to the plaintiffs if the defendants are allowed to go on and waste their said property & the plaintiffs have notified the defendants not to continue their injuries aforesaid but they will not desist unless restrained by the injunction of this Court.

The plaintiffs therefore ask an order of injunction to restrain perpetually the defendants, their agents, and all to whom they may hereafter pretend to assign any of said property from selling, removing or destroying said house or any of the plaintiffs property on said lot and that a provisional injunction be now granted to the same effect until the parties can be heard in the premises

James M Robinson
Pltffs Atty

The state of Ohio Miami County ss
George W Cherry being sworn says all of the allegations above made are true as he verily believes

G W Cherry

Affirmed to and subscribed before me in my presence by George W Cherry this 27th day of March 1855

fee 25 cts

James Lowe Probate Judge

The state of Ohio Miami County ss
Lewis D Baker being sworn says that he as agent of Samuel C Lee acts in this behalf, that said Samuel C Lee is now absent from the County & he believes the above statements are true

Lewis D Baker

Sworn to before me & subscribed in my presence by Baker this 27th day of March 1855

John Baker J.P.

Saml C Lee et als

v

Wm Dun contr &c

Bond $100

Filed March 31st 1855
Calvin Randall Clerk

Samuel C Lee
Lewis H Lee
George N Cherry
Mary Cherry
Plff

against

William Duncombe
David D Nelson
defendants

Court of Common Pleas of
Miami County Ohio

We bind ourselves to the defendants Wm Duncombe & David D Nelson in the sum of one hundred dollars that the plaintiffs shall pay to the said defendants the damages they may sustain by reason of the injunction in this action if it be finally decided that said injunction ought not to have been granted

Maynard March 31st 1855 Lorenzo D Baker

C A Phelps

Approved March 31st 1855
Saber Randall Clerk
of C. P. M. C. O.

Samuel C. Lee et, als,
vs,
Wm. Duncombe
Petition to restrain the removal of a house
Injunction allowed

Filed March 31st 1855
Lyman Randall Clerk

Received this writ March 31st A.D. 1855 and served the within named Wm Duncombe by presenting a certified copy of this writ to the within named Wm Duncombe

Fees Service 35
Mileage 05
Copy 25
1.65

65
16
81

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Wm Duncombe that he has been sued by Samuel C. Lee et als in the Court of Common Pleas of Union County, and that unless he answer by the 28th day of April A. D. 1855 the petition of the said Samuel C Lee et als against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 9th day of April A. D. 1855.

Witness my hand, and the seal of said court this 31st day of March A. D. 1855.

Jabez Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0051

No. 55-CV-51

Union Common Pleas Court.

Alex. C. Robinson
Plaintiff,

AGAINST

Michael Weber et al
Defendant.

APR TERM 1856

JUDGMENT VS DEFENDANT

$91 33

Journal	6	Page	12
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Mary C. Robinson

vs

Michael Weber &

Dorothy Weber

Recorded in

Book 7 page 369

June 21st 1855

Page 417

Sale ordered

Oct 17 been granted

Plff to receive out of

proceeds of this sale

p. 444

D. B. 146

Order of Sale entered July 17th 1855

Sheriff

Clerk per 5,70 paid by Robt.

8733

43665

8733

9169

6562

$36,07

Alex. C Robinson

vs

Michael Weber &
Dorothy Weber

Petition

Issue summons returnable according to law
Endorse "suit to recover $85.00 with interest from Jany 6th 1853 & enforce mortgage lien on lot No. 7 in Muncie, Mun County Ohio"

J W Robinson
Pltffs Atty

Filed March 31st 1855
Saber Randall Clerk

Recorded

Alexander C Robinson
plantiff
against
Michael Weber &
Dorothy Weber
defendants

Court of Common Pleas
Union County Ohio

petition

The plaintiff Alexander C Robinson says that on the sixth day of January 1853 the defendants executed and delivered to the plantiff their mortgage deed for Lot No 7 in the town of Marysville in said County of Union to secure the payment of a promissory note of the same date for Eighty five dollars payable by said Michael Weber in two months with interest from said date to the plantiff

That there is due the plantiff from the defendants the sum of Eighty five dollars with interest from Jany 6th 1853 on said note and mortgage (a copy of each of which is here to attached)

The plantiff asks judgement against defendants for the sum of Eighty five dollars with interest from Jany 6th 1853 & that his mortgage on said Lot be enforced by decree this court

James M Robinson
Pltffs Atty

The state of Ohio Union County ss
Alexander C Robinson being sworn says he believes the statements in the foregoing petition to be true

A. C. Robinson

sworn to before me and subscribed in my presence by Alexander C Robinson March 31st AD 1853

A D Doolittle J P

Know all men that we Michael Weber & Dorothy Weber wife of said Michael Weber of the county of Union and State of Ohio in consideration of the sum of Eight five dollars in hand paid by Alexander C Robinson of the county aforesaid have bargained and sold and do hereby grant, bargain and sell and convey unto the said Alexander C Robinson his heirs and assigns forever, the following premises situate in the county of Union in the state of Ohio and in the town of Unionville and bounded and described as follows viz; In Lot number seven (7) in said town of Unionville; reference being had to a recorded plat of said town at the recorders office of said County of Union

To have and to hold said premises with the appurtenances unto the said Alexander C Robinson his heirs and assigns forever.

Provided alway, and these presents are upon this condition that whereas the said Michael Weber this day hath executed to the said Alexander C Robinson his promissory note of even date herewith for the payment of the following sums of money at the times following, to wit

Two months after date I promise to pay to Alexander C Robinson or order the sum of Eight five dollars with interest from date for value received. signed Michael Weber and given as the ballance of the purchase money for said property

Now if the said Michael Weber shall pay the said sum of money to the said Alexander C Robinson or his assigns when the same shall become due with interest, then these presents to be void, otherwise to remain in full force

In testimony whereof the said Michael Weber and Dorothy Weber have hereunto set their hands and seals this 28th day of January 1855

Executed in presence of us
J J McLaughlin
A D Devlatter

Michael Weber (Seal)
Dorothy Weber (Seal)

The state of Ohio
Mercer County ss

Before me A D Doolittle a justice of the peace in and for said county personally appeared the above named Michael Weber and Dorotha Weber his wife and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; And the said Dorothy Weber being at the same time examined by me separate and apart from her said husband and the contents of 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, this 6th day of January 1855

A D Doolittle JP

Above is a Copy of the Mortgage refered to, on the back of which is endorsed as follows

" Received this for Record February 17th 1855 at 1½ O'clock P M. Filed and Recorded February 20th 1855 at 5 o'clock P M in Book No 2 page 148

John W Thompson Recorder "

Below is a copy of note refered to

$85.00 Two months after date I promise to pay to A C Robinson or order the sum of Eighty five dollars with interest from date for value rec'd. witness my hand & seal this sixth day of January A D 1855

Michael Weber (seal)

True Copies J W Robinson
for Mo Mfg

Bond

Filed February 1st 1836
Saber Randall Clerk

Alexander C Robinson
vs
Michael Weber, Dorothy Weber and John Weaver

} Mun Common Pleas
} petition to foreclose mortgage

Whereas Wm H Robb has this day been appointed Receiver by the Probate Judge of Mun County Ohio to take possession of and receive rents of the premises in said petition described, which appointment said Robb has accepted & has been duly qualified as such.

We William H Robb and James W Robinson bind ourselves to pay to said defendants whatever sum that may be adjudged against us for any failure of duty of said Receiver, in said case

In testimony whereof we have hereto set our hands & seals this 1st of July 1856

William H. Robb
James W Robinson

approved by me
July 1st 1856
James Lyons Prob Judge

Alex G. Robinson
vs
Michael Weber &
Dorothy Weber

Order of Sale

Filed September 12th 1855
Walter Randall Clerk

R. & C. D. B.
p 147

Recorded

A. M. Robinson
Atty for Plff

Received this writ July 17th A.D. 1855 - and on the 20th day of the same month I had the within described real estate appraised by the oaths of John Sager, A. D. Doolittle & Eli Holycroft. Advertised said property for sale in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards (to wit) on the 6th day of September A.D. 1855 - that being the time said property was advertised to be sold, the same was offered for sale according to law and sold to A. G. Robinson for two hundred dollars, it being the highest and best bid, and being also two thirds the appraised value thereof.

Fees	Service	55
	Mileage	50
Calling Inquest		1.00
Appraisers fee		1.50
Advertisement		25
Copy of Appraisement		50
Printers fee		2.00
Poundage		2.25
Return		10
		$8.65

William H. Roth Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the June term of the Court of Common Pleas continued and held for said County on the 21st day of June A.D, 1855 in a certain cause therein pending wherein Alexander C. Robinson is Plaintiff and Michael Weber & Dorothy Weber defendants, the Court ordered and decreed that you expose to sale the premises in the bill described as follows to wit, In lot Number seven (7) in the Town of Union bille reference being had to a recorded plat of said Town at the recorders office of said County of Union

To satisfy said complainants in the sum of Eighty Seven dollars and thirty three cents with interest thereon from the 21st day of June A.D, 1855 until paid together with costs on said decree taxed at $

and all accruing costs and make due return of this writ in sixty days

Witness Gaber Randall clerk of said Court at Marysville this 17th day of July A.D, 1855

Gaber Randall Clerk

Alexander C Robson

vs

Michael Weber &
Dorothy Weber
John Weaver

Amended petition

Filed Feb. 1st 1856
Saber Randall Clerk

Copied & copy sent to
John Weaver per written order

I have appointed Wm H Rott
Receiver in this case to
take possession of the proper
ty described in the petition
in this case & appropriate
rents as the court of
common pleas shall direct
and have made formal
entry according by order
Official Records
Feb 1st 1856
James Swan
Probate Judge

Fee $2.00

Recorded

I, the undersigned Alexander C Robson being sworn say the statements of
the within amended petition are true

Sworn to before me
and subscribed in my presence this day of Feb 1856

Alexander C Robinson } Court of Common Pleas
agst } Mon County Ohio
Michael Weber } Amended petition
Dorothy Weber }
John Weaver defts

The plaintiff says that after he obtained a judgement and decree on the original petition and after a sale had been made on such judgement and decree and before the sale to himself was confirmed he discovered for the first time that the defendants Michael Weber and Dorothy Weber had executed a mortgage on the land in said original petition described, on the 13th day of March 1854 to secure a note of one hundred dollars payable by ~~John~~ Michael Weber to John Weaver on the 13th day of March 1855 which mortgage is duly recorded in Book 2 on page 26 of the Records of Mortgages in said county and which is a lien on said premises prior to the lien of the said plaintiff. The said court at its October term 1855 gave the plaintiff leave to file this amended petition & make said John Weaver party to this proceeding.

The plaintiff says the said property is insufficient to satisfy the plaintiffs claim after the payment of said prior lien & therefore claims his right to the appropriation of rents & profits of said premises

The plaintiff asks that the said court do order that out of the proceeds of said sale said claim of John Weaver be paid and the ballance after payment of costs be paid upon the plaintiffs said claim

James W Robinson
Plffs Attorney

Filed

Alexander C. Robinson
vs
Michael Weber &
Dorothy Weber

Suit recover $85,00
with Interest from Jany 6th
1855 & enforce mortgage
lien on lot No. 7 in
Unionville Union
County Ohio

Filed April 9th 1855
Saba Randall Clerk

Recorded

Received this writ April 9th 1855 and served the same on April 11th 1855
by presenting a certified copy of this writ to the within named defendants
Weber & Dorothy Weber

Copy	.25
Mileage	.75
Return	1.50
	$ 1.50

William H. Roth Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Michael Weber & Dorothy Weber that they have been sued by Alexander C. Robinson in the Court of Common Pleas of Union County, and that unless they answer by the 28th day of April A. D. 1855, the petition of the said Alex C. Robinson against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 9th day of April A. D. 1855.

Witness my hand, and the seal of said court this 31st day of March A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Served personally on the defendants Dorothy Weaver by copy
Feb 6th 1856
Fees Received $100

Wm A Minier Shff

Alexander C. Robinson
vs
Michael Weber
Dorothy Weber &
John Weaver

Amended Petition to obtain Order of Court to appropriate out the proceeds of Sale of lot 7 in the Town of Unionville-Center Ohio to the payment of Mortgage of $100, with interest from March 13th 1855 to John Weaver

Filed Feb 11th 1856
Jesse Randall Clerk

L. W. Robinson Atty for Pltff.

Fees Recd $100

Recorded

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Franklin COUNTY, GREETING:

You are commanded to notify John Weaver that he has been sued by Alexander C. Robinson in the Court of Common Pleas of Union County, and that unless he answer by the 23d day of February A. D. 1856 the petition of the said Alexander C. Robinson against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 11th day of February A. D. 1856.

Witness my hand, and the seal of said court this 1st day of February A. D. 1856.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

N. C. Robinson
vs
M Weber & others

Proof of Publication

Filed April 1st 1856
Saber Randall Clerk

Recorded

SHERIFF SALE.

Alexander C. Robinson vs. Michael Weber and Dorathea Weber.

By virtue of an order of sale to me directed from the court of common pleas of Union county Ohio, I will offer for sale at the door of the court house in Marysville, between the legal hours of ten o'clock A M and four o'clock P M on the 6th day of September A D 1855 the following described real estate situate in Darby township Union county and in the town of Unionville, to wit: In lot No. 7 in said town—appraised at three hundred dollars.

W. H. ROBB, sheriff

July 26, '55—p($2,00.

I, Samuel A. Bratney do make solemn oath that I am the publisher of the Marysville Tribune, a weekly newspaper of general circulation in Union County, State of Ohio, And that the annexed "Sheriff Sale" was published for more than five weeks previous to the 6th day of Sept. 1855

S. A. Bratney

Sworn to & Subscribed before me this April 1st 1856

Saber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0052

No. 55-CV-52

Union Common Pleas Court.

Lewis Bricker
Plaintiff,

AGAINST

John Heildrbrand et al
Defendant.

June 1855

JUDGMENT VS DEFENDANT

$265 97/100

Journal 5 Page 417

Record No. 7 Page 200

Ex. Doc. B Page 54

69

Law
Bricker
vs
Hildebrand &
Gamble

Cost Bill
made

Recorded

Lewis Brecker

vs

John Hildebrand
Samuel Gamble

Petition

Same summons returnable according to law
"Amount claimed $250, with ten percent interest from Nov. 1st 1854
J. W. Richman
pl's Atty

Filed April 5th 1835
Peter Randall Clerk

Recorded

Lewis Bricker
plaintiff
agst
John Hildebrand
Samuel Gamble
defendants

Court of Common Pleas
Union County Ohio
petition

The plaintiff Lewis Bricker says there is due to him from the defendants John Hildebrand and Samuel Gamble on the premissory note of the said John Hildebrand and Samuel Gamble a copy of which note is hereto attached, the sum of two hundred and fifty dollars with ten per cent interest from the first day of November AD 1854

Whereupon the plaintiff asks judgement against the defendants for two hundred and fifty dollars with ten per cent interest from November first AD 1857

James W Robinson
P Offs Atty

Copy of the note

"We or either of us promise to pay Lewis Bricker or order two hundred and fifty dollars on or before the first day of April next, value received this first day of November 1854
$250. with ten per cent interest

John Hildebrand (Seal)
Samuel Gamble (Seal)"

The state of Ohio Union County
Lewis Bricker above named being duly sworn says that the statements in the above petition set forth are true as he verily believes

Lewis Bricker

Sworn to before me & subscribed in my presence this 5th day of April 1857
Laban Randall Clerk

Lewis Boucher
vs.
John Hildebrand &
Samuel Gamble

Amount claimed $251.00
with ten per cent interest
from Nov. 1st 1854

Filed April 14th 1855
Peter Randall clk

Recorded
"

Received this writ April 5th AD, 1855 and served the same April 14th AD 1855 by presenting a certified copy of this writ to each of the within named defendants (to wit) John Hildebrand & Samuel Gamble

Fees Service	.70
Mileage	.35
2 copies	.50
Return	.10
	$1.65

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify John Hildebrand & Samuel Gamble that they have been sued by Lewis Bricker in the Court of Common Pleas of Union County, and that unless the answer by the 5th day of May A. D. 1855, the petition of the said Lewis Bricker against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 16th day of April A. D. 1855.

Witness my hand, and the seal of said court this 5th day of April A. D. 1855.

Yaber Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 54

Lewis Bricker
vs
John Hildebrand &
Samuel Gamble

Debt	$265,97
Costs	5,51
Increase of costs	4,35
this writ	70

Filed Jany. 1st 1836
Saber Randall Clerk

Recorded

J. W. Robinson
Atty. for Plff.

Received this writ a November 2nd A.D. 1833 - I serve the same a November 5th A.D. 1833 - but by order of the Atty for Plff this writ is returned without further levy or service.

Return	10
Mileage	,65
	75

J. Williams Jr. Robt. Sheriff.

D. B. 54

Lewis Bricker
vs
John Hildebrand &
Samuel Gamble

Debt	$265,97
Costs	5,51
Increase of costs	4,35
this writ	70

Filed Jany. 1st 1836
Saber Randall Clerk

Recorded

J. W. Robinson
Atty. for Plff.

Received this writ a November 2nd A.D. 1853 - I serve the same a November 5th A.D. 1853 - but by order of the atty for Plff. this writ is returned without further service or fees demanded.

Return	10
Mileage	65
	05

William H. Roth Sheriff.

Received 8 dollars & 25 cents in full of the within Mandate & all costs on the costs in this case.

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 John Hildebrand & Samuel Gamble to wit, two head of horses one two horse waggon, one yoke of work cattle, ten head of hogs one Cow one two year old heifer one wheat fan and about Eight Tons of hay

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 Lewis Bricker

the sum of two hundred and sixty five dollars, and ninety seven cents for his debt ~~for damages~~, together with five $\frac{51}{100}$ dollars for his costs, with interest thereon from the 21st day of June A. D. 1855 until paid, at 10 pr cent which late in our said Court the said Lewis Bricker

recovered against the said John Hildebrand & Samuel Gamble

as of record is manifest. Also, $ 4,35 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 2d day of November A. D. 1855.

Taber Randall Clerk.

D. B. 54.

Levi Drisler
vs.
John Hilchand &
Samuel Gamble

Debt $265,97
Costs 5,50
this writ ,70

Filed Oct 30 1855
Saber Ransdale Clk

Recorded

A. M. Robinson
Atty for Plff

Received this writ August 4th A.D. 1853 and served the same September 1st A.D. 1853 and levied upon the following described goods & chattles to wit two head of horses, one two horse wagon, one yoke of work cattle, ten head of hogs, one cow, one two year old heifer, one wheat fan and about eight tons of hay, Advertised the same for sale according to law, in the Marysville Tribune, a newspaper published and in general circulation in Union County.

Afterwards to wit on the 22nd day of September A.D. 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
Levy	.35
Advertisement	.25
Mileage	.80
Return	20
Printers fee	$1.50
	$3.65

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 June A. D. 1855, Lewis Bicker

recovered against

John Hildebrand & Samuel Gamble

as well as the sum of Two hundred & Sixty five dollars and ninety Seven cents for his debt, as the sum of

dollars and cents, for

damages; as also the sum of $5,51 for

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

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

you cause to be made the debt, damages, and costs aforesaid, with ten per cent, interest thereon from the 21st day of June A. D. 1855 until paid, also the sum of $ the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 4th day of August A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0053

No. 55-CV-53

Union Common Pleas Court.

Wood & Judy
Plaintiff,

AGAINST

R. S. Clark
Defendant.

OCT TERM. 1855

Settled

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Record No. Page

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Case 93
Box 40

Wood & Lady
vs
R Clark

50
75
20
15
55
21 5

W. W. Woods &
Joshua Judy partners
under name & firm of
Woods & Judy
vs
R. C. Clutts

Transcript

Filed April 9th 1855
Saler Randall Clerk

W M Wood & Joshua Judy partners under the name & firm of Wood & Judy

vs

R. C. Clark

Plaintiffs Cost

Summons	15
1 Subpoena	15
1 Person in addition	5
1 Subpoena	15
2 Witnesses Fees Wright & Frank	50
1 Called Witness Dollar	25
Swearing 3 Witnesses	15
Judgment	25
Satisfaction	10
Bail Bond	25
Cost Cent	60
	$3.10

Damages $9.61 Suit brot on Book a/c for Lumber

October 17th 1854 Bill of particulars filed & Summons issued for appearance of Defendant on the 20th day of October A D 1854 at 9 Oclock A.M. of said day and defendant appeared and acknowledge Service on the back of the writ

October 19th The Defendant comes and admits to be due the Plaintiff Eight Dollars and twenty five cents and deposited the same together with twenty five cents the Amount of the present cost of this Suit

Oct 20th 1854 The Plaintiff appeared and refused to accept the amount in discharge of this suit

Oct 20th 1854 issued Subpoena in favor of Defendant for S. G. Sprague & Wm Duncomb which was returned "Served by reading to each one named in this writ

Fees Service 25¢ Milage 10 — 35¢

Oct 20th 1854 Wm Wells Const

Defendants Cost

1 Subpoena	15
1 Person in addition	5
2 Witness Fees Sprague & Duncomb	1.00
Swearing 3 Witnesses	15
	$1.35
Const Cost	$4.45
Duncomb	30
Certificate	25
	$5.35

Oct 20th 1854 Issued a Subpoena in favor of Defendants for Charles Melching & Wm H. Frank which was returned "Served by reading to each one named in this writ

Fees Service 25¢ Milage 10 — 35

Wm Wells Const

Oct 20th 1854 Issued Subpoena in favor of Pltiff for Stephen Wright which was returned "Served by reading to said within named Witness

Fees Service 15¢ Milage 10 — 25

Oct 20th 1854 Wm Wells Const

Oct 20th 1854 10 Oclock A.M. Trial had
Wm H. Frank & Stephen Wright & Saml W Dolbear
Sworn and examined for Plaintiff. R C Clark
S. L. Sprague & William Duncomb Sworn and
examined for Defendant. It is thereupon ~~con-~~
~~sidered~~ by me that the said Deposit is the
full amount due to the Plaintiffs in the
premises It is thereupon considered by me
that the Plaintiff Woods & Judy recover of the
Defendant R C Clark the said sum of Eight
Dollars & twenty five cents deposited & that the
Defendant recover of the plaintiffs his costs
herein which have accrued since said Deposit
taxed at One dollar & Seventy cents.

In the action of ~~Woods Wood & Judy~~ Joshua Judy
partners under the name and firm of Woods &
Judy against R. C. Clark & C. C Rathbun do
acknowledge myself bail for the appellant in
the sum of Fifty Dollars to be levied of my
goods & 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

C Rathbun

Taken signed & acknowledged on this 28th day
of October AD 1854 before me

John Burton J.P.

The State of Ohio Union County Paris Township ss
I do hereby certify that the above is a full & true
copy from my docket of the proceedings had by and before
me in the above cause John Burton J.P.
of aforesaid Township

Judgment rendered within Recd
pursuant to Oct 20th 1854
John Burton JP

Thos & Judy
vs
R. Lolland

1854

Marysville Sept 25 1854

R C Clark To

Woods & Andy Dr

Aug 7	To 255 ft 1 inch Lamber @ 3½		6,37
"	" " 108 " 1½ " " " @ 3		3,24
			$9,61

363
2½
726
90
6,10

Morris & Ferry
Agent
vs
P C Clerk

Petition

Filed May 11 1855
Galen Randall
Clerk

Per Cole

William W. Woods &
Joshua Judy partners
under the name
of Woods & Judy
against
Ramon R. Clark
Deft.

} Pltiff
} Petition

Woods & Judy partners as aforesaid say that there is due to their firm from the said R. R. Clark on an account for lumber sold and delivered by the said Woods & Judy to the said R. R. Clark a copy of which account is hereto attached the sum of Nine dollars 61 cents with interest thereon from August 7 1854.
Whereupon the plaintiffs ask Judgment against the defendant for Nine Dollars, 61 cents with interest from August 7 1854.

P. B. Cole Atty.
for Plaintiff

W. W. Woods being duly sworn says that he believes the statements of the foregoing petition to be true,

W. W. Woods

sworn to and subscribed before me and in my presence
May 10 1856 James Downer, Postale Prop.

Civil/Domestic Case File

Case No. 1855-CV-0054

No. SS-CV-54

Union Common Pleas Court.

N. S. Stockwell et al
Plaintiff,

AGAINST

William Wynegar
Defendant.

June 1855

JUDGMENT VS DEFENDANT

$47 17/100

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Wm Winegar

Cost bill

made

for Record

Recorded

W. S. & D. Stockwell

vs

William Wynegar

Transcript

Filed April 10th 1855

Saber Randall Clerk

Recorded

W. L. & D. Stockwell
vs
William Wymgar

Debt	$25.00
J. P. Fees	15
2 Subpornas	30
Filing 2 papers	10
Swearing 5 Witnesses	25
Satisfaction & Judgment	35
Entering Bail	25
Transcript	75
	$2.15
Const Cost	
Summons	30
2 Subpornas	45
Witness Fees	75
William Payne 50	
H. T. Marriott 50	
Paid by Plaintiff	$3.00

Civil action brought by plantiffs against Defendant before P. B. W. Haynes a justice of the peace. Plaintiffs filed his bill of particulars. Demanding $25.00 for tombstone October 23rd 1834 a Summons issued and handed to Enoch Fisher Constable for appearance on the 28th day of October A.D. 1834 at 10 Oclock A. M. of said day

Oct 24th 1834 at the instance of the defendant a subpoena issued for William Payne and handed to E. Fisher Constable

Oct 28th 1834 at the instance of defendant a Subpoena issued for Henry T. Marriott for appearance forthwith and handed to E. Fisher Const

Oct 28th 1834 the Constable returned the Summons in the following words to wit Served this writ this day on the defendant William Wymgar by reading the same personally to him on the 23rd of Oct 1834 and handing to him a copy of the same E. Fisher Const. Const Cost 40¢ The Subpornas were also duly returned and the witnesses attended Const Cost on Subpoens 40¢

Oct 28th 10 oclock A. M. 1834 the plantiffs appeared by their agent B. F. McMillen. The defendant also appeared & filed his bill of particulars and the trial had

Weeks & Stockwell sworn on behalf of the plaintiffs and testified after which William Payne Henry T. Marriott and William Wymgar were sworn on behalf of the defendant and testified whereupon after mature deliberation it is considered by me that plaintiff depart this court without day and that the defendant recover his cost amounting to $2.95 And judgment is hereby rendered against W. L. & D. Stockwell for the same P. B. W. Haynes J.P.

The plaintiff gave notice of his intention to appeal & entered into the following recognisance in the action of W. L. & D. Stockwell

against William Wynegan. I Benjamin F. McMillen do acknowledge myself bail for the appellants in the sum of fifty Dollars to be levied of my goods and chattles lands & tenaments in case the appellants shall be condemned in the action and fail to pay the condemnation money and cost that has accrued and which may accrue in the Court of Common pleas

Signed B. F. McMillen

Taken signed and acknowledged before me and in my presents this 3rd day of Nov A.D. 1854

J. B. W. Haynes J. P.

I do hereby certify that the foregoing and above is a true copy of the proceedings had before me and upon my docket given under my hand this 9th day of April A.D. 1855

J. B. W. Haynes, J.P.

Union County Court
Plain,
M. S. & D. Stockwell
v
William Kenegan
Replevin

Recorded

Office Phila 19/1/85
John Pennoyer Clerk

M. Smeltzer

W. S. & W. Stockwell Plaintiff
vs.
William Winegar Defdt.

Union County,
Court Pleas.
Civil Action.

Plaintiff's Claim

This Cause Comes up on an appeal by Defendant from a justice's judgment for Plff.

The Plaintiff says that the Defendant owes and is indebted to the Plff. for the price and value of Joint Stones, which were sold and delivered by the Plffs to the Defendant, in the month of October 1883, for the price and value of Twenty five Dollars, which sums and legal interest thereon the Plffs demand a judgment.

Ely Chandler & Andrews
Plffs Atty.

The said Plaintiff, Willard S. Stockwell being duly sworn according to law says that the matters and things stated in the foregoing Petition are true in substance and in fact, as he verily believes.

Sworn to, signed me, and subscribed in my presence, this 18th day of April 1885.

W S Stockwell

John O'Van Deman
Notary Public
Fus. 1 2 3 pd. 7 Deff.

W. S. & D. Stockwell
vs
William Winegar

Answer

Filed June 19th 1855
Saber Randall
Clerk

Recorded

W. S. & S. Stockwell plaintiffs } Union County Common
against } Pleas Court
William Minegar defendant } Answer

The defendant answers to the petition that he did make a contract with the plaintiffs for tombstones, as the petition alleges, but denies that he was to pay for said stones the sum of twenty-five dollars; but says that he was to pay for said stones the sum of twenty dollars. Defendant further answers to the petition that said tomb stones were to be delivered in four weeks from the time said contract was made, and says that they were not delivered according to the contract, and that for that he refused to take them, and has ever since refused to receive them

Vandlent & Lincoln
Defendant's attorneys

State of Ohio Union County S.S.
William Minegar being sworn says that he believes the statements of the foregoing Answer to be true.
William Minegar

Sworn to by William Minegar before me, and by him signed in my presence this 16th day of June 1856.
Faber Randall Clerk

W. P. & T. Stockwell
vs
Wm. Wanegar

In Union Co. Com. Pleas
Appeal from the docket of
J. B. B. Haynes J. P.

The defendant will take notice that depositions will be taken in this case at the office of Jacob Leisher J. P. in Trenton township Delaware Co. Ohio on Saturday the 9th of June AD 1855.

W. P. & T. Stockwell, Pl.

Jun 1st 1855.

Depositions of witnesses taken in a cause pending in the court of common pleas in Marysville in the county of Union in the state of Ohio wherein W. S and D Stockwell &c. is plaintiffs and Wm Winegar is defendant in pursuance of the notice hereto attached and at the time and place therein mentioned W. S. Stockwell one of the partners as plaintiff being present Gilbert Weeks of the county Delaware state of Ohio of lawfull age being first duly sworn by me as hereinafter certified deposes and says that on or about the third day of October in the year 1853. he acting as gent for W. S. & D Stockwell &c. sold to Wm Winegar three sett of gravestone for twenty or between that and twenty six dollars the exact amount he does recolect and that the stone was to be delivered in about four weeks by the company and that they were to receive a cow when the stone was delivered and the cow was to be fit for beef and to be drove to Richwood ~~and there weighed it~~ by Wm Winegar and there weighed at his expence and the company was to pay him two dollars per hundread if the cow weighed more or less and further this deponant says not

Gilbert Weeks

also William Stockwell of the county of Franklin and of lawfull age being first duly sworn as hereinafter certified deposes and says that I went to Wm Winegar in Union County about three miles from Richwood on the last of October or the fore part of November 1853 with three set of tombstone for W. S. & D Stockwell &c to be delivered to Wm Winegar I found Winegar at home I told him that I had brought the tombstone that Mr Weeks had contracted with him for and was to have a Beef cow for them when delivered yes Mr Winegar said that he was to let them have a Beef

cow for two dollars per hundread and was to drive her to Richwood and weigh her but the cow that I calculated to let them have is now sick, aint you coming out again soon Mr Winegar said. yes I answered in a weeke or two Mr Winegar said well then I will take the stone and when you come out again you call and see how the cow gets Mr Wm Winegar took the stone from me and said he liked them they looked like good ones I went again to Mr Winegars in about eight or ten days from that time to see him to get the cow I told him that I had come for that Beef cow he said the cow had not get well yet you can go and look at the cow and take her for the debt or leave her, the was not fit for Beef and I left her Mr Winegar said that the cow had been sick so long that he would not ~~weigh~~ drive her to Richwood nor weigh her for she had fell off more than two hundread pounds Mr Wm Winegar told me that he was to pay the company twenty five dollars for the stone which I delivered and further this deponant saith not

William Stockwell

Abe W. S. Stockwell of Delaware County State of Ohio and of lawful age being first duely sworn as hereafter certified deposes and says that he went William Winegars in June in the year 1854 and said that he told to Mr Winegar that he had come to see him about the debt which he owed ~~W. S. Stockwell~~ W. S & D. D Stockwell & Co Mr Winegar said he owed them for the tombstone but he had had bad luck and lost the cow he had intended to let them have to pay the debt and he thought the company ought to give him one half of the debt and he would then pay the balance and further this deponant says not

W S Stockwell

I Jacob Fisher a justice of the peace in and for the township of Trenton in the County of Delaware and State of Ohio do hereby certify that the above named & foregoing Gilbert Weeks William Stockwell & W. S. Stockwell 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 ~~by them~~ respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice

In testimony whereof I have hereunto set my hand this 9 day of June in the year eighteen hundred and fifty five

Jacob Fisher
justice of the peace

(L.S.)

Witness fees

Wm. Stockwell. Mileage .40 in this county one day .50		.90
Gilbert Weeks	.50	.50
justice fees for writing depositions and certificate and adm=oath		1.02
		2.42

The State of Ohio } ss
Delaware County }

I B. F. Loofbourow Clerk of the Court of Common Pleas within and for the County aforesaid, hereby Certify that Jacob Fisher Esq. before whom the foregoing Depositions were taken, and who has thereto subscribed his name, was at the time of taking a justice of the Peace in and for the County aforesaid, duly commissioned and qualified, and that his signature thereto is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Delaware this 14 day of June A. D. 1855.

B. F. Loofbourow
Clerk

Attachment
Vs
Winegar
Ack. for Mfs.

Filed June 14 1853
John Hancock Clerk

Received this writ June 12th A.D. 1853 and served it same day by leaving a certified copy of this writ at the residence of each of the following named persons, viz: Henry J. Merriott, William Payne & Mary Payne. This writ not served on David A. Winegar by request of the Plaintiff.

Fees Service .30
Mileage $1.00
Copies .40
$1.90

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Henry G. Meriott William Payne, Mary Payne & David A Wynegar

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 3d day of next term, at 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

W. S. & D. Stockwell are Plaintiff, and

William Winegar 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 12th day of June A. D. 1855.

Taber Randall Clerk.

Exceptions to
Depositions

Filed June 18/1855
Peter Randall Clerk

W. & S. Stockwell
against
Wm. Winegar

} Defendants in this case except to the depositions of Gilbert Weeks, William Stockwell, & W. G. Stockwell on the following grounds

1st That the parties for which said depositions were taken are not the same as set forth in the Petition

2d That the certificate attached to them is not such as is required by the Statute

Hamilton & Lincoln
Attys for Deft

Civil/Domestic Case File

Case No. 1855-CV-0055

No. 55-CV-55

Union Common Pleas Court.

Samuel Stiles, Plaintiff,

AGAINST

William M Baughn, Defendant.

April 1855

JUDGMENT VS DEFENDANT

$ 343 40

Journal 5 Page 390

Record No. 7 Page 158

Ex. Doc. 3 Page 9

Stiles
vs
W M Baughn
Mordicai Baughn

Filed April 11th 1855
John Randall Clerk

cost bill
made Recor

Recorded

State of Ohio Union Co ss
Silas Stiles being sworn says he is agent
for the plaintiff that the plff is not a resident
of this County & that the note upon which this suit
is brought is in his hand & that he holds the Statement
in the foregoing bill to be true
Sworn to & subscribed before me by John Stiles &
by him subscribed in my presence
April 11 1855
John Randall Clerk

Silas Stiles

Samuel Stiles Plff.
vs
W. M. Banghan & Mordecai Banghan Defs

Union Common Pleas
Civil action

Samuel Stiles plaintiff says there is due and owing to him from the defendants W. M. Banghan & Mordecai Banghan on a promissory note executed by them to him Dec 22. 1854. (a copy of which note with the warrant of attorney thereto is hereto attached & made part of this petition) the sum of three hundred and forty two dollars, with interest thereon at ten percent peranum from the 22nd day of Dec. 1854. after deducting $10 paid thereon

Whereupon Plaintiff asks Judgement against the defendants for three hundred and forty two dollars with interest at ten per cent from the 22d day of December, 1854. after deducting the payment thereof

110-00

John S Leedom Atty
for Plff.

Wm McBaughn & Mordica Baughn
Note
payable to Lamb Stiles

Received April 10th 1855
Ten dollars $10.00
cust

Filed April 11th 1855
Jabe Randall Clerk

$342.00 Urbana Dec 22-1854

Thirty days after date we or Either of us promise to pay Samuel Stiles or bearer three hundred and forty two dollars for value received with interest at the rate of ten per cent per annum and it is understood that the liability of Either of us is not to be affected by further time being given for payment and in Case said sum should not be paid when due we or Either of us do hereby Empower John H. Young or any other person of the State of Ohio to appear for us or Either of us in any court of record or before any Justice of the peace of the State of Ohio in any action in favour of Samuel Stiles his Executors administrators or assignees for the above sum at any time after the same becomes due and acknowledge the service of process or waive the same recine a declaration and Confess a Judgement against us in favour of said Samuel Stiles his Executors administrators or assigns for the above sum and interest thereon and costs of suit and release all Errors in said suit and waive all right and benefit of Stay of Execution or bill of Chancery and appeal in our behalf and this shall be the warrant for so doing

W. M. Boughan

Mordecai Boughan

Stiles
vs
Baughan et al.

Answer

Filed April 11th 1855
Yates Randall Clerk

Recorded

Leddon & Ty

Samuel Stiles
vs
W. M. Baughan &
Mordecai Baughan

Union Comm Pleas,
Sussex,

The defendants W. M. Baughan & Mordecai Baughan, by P B Cole adty of this Cont. their Attorney in fact, ~~appointed~~ authorized by the warrant of attorney named in the petition now Come and ~~enter~~ waive the issuing and Service of process & enter their appearance in this Case, and confess a judgment for the Sum of $343.40 in favor of the Said Samuel Stiles, on the note and warrant of Attorney described in the petition & waived all error & right of appeal

P B Cole
Atty in fact for Defts

D B. 9

Samuel Stiles
vs
W. M. Baughm &
Mordicia Baughm

Debt $343,40
Costs 2,54
this writ 70

Paid April 24th
1855. $140,00

Filed Oct. 30th 1855
Galen Randall Clerk

Recorded

Received this writ August 25th A.D. 1855
Served this writ September 25th A.D. 1855 and received eighty dollars on this claim.
I Levied on the following named goods and chattles (to wit) one Sorrel mare, one yearling colt, one spring colt & one cow.
Advertised the above described property according to law in the Marysville Tribune a newspaper published and in general circulation in Union county.
Afterwards to wit on the 27th day of October A.D. 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
Levy	35
Bail bond	50
Mileage	30
Advertisement	25
Printers fee	1,00
Return	20
Poundage	1,60
	5,35

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* 10th *day of* April *A. D.* 1855,

Samuel Stiles *recovered against* W. M Baughn & Mordicia Baughn

as well as the sum of three hundred & forty three *dollars and* forty *cents for* his *debt, as the sum of* ..... *dollars and* ..... *cents, for* ..... *damages; as also the sum of* $2.54 *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 W. M Baughn & Mordicia Baughn *you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the* 10th *day of* April *A. D.* 1855 *until paid, also the sum of* $ ..... *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

Witness **TABER RANDALL**, *Clerk of said Court,*

at the Court House aforesaid, this 29th *day of* August *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

D. B. 9

Saml Stiles
vs
W. M. Baughn
Mordicia Baughn

Debt	$343,40
Costs	2,34
Increase costs	6 05
this writ	73

Paid April 24th 1855	$140,00
" Sept. 25th 1855	80,00
" Jany 5th 1854	45,00

Filed Sept. 1st 1856
Saber Randace Clerk
$105.60 Recorded

Received this writ June 30th A.D. 1856 and served the same August 14th A.D. 1856 and received of W. M. Baughn the full amount of debt & costs in this case

Fees. Service	55
Mileage	40
Poundage	2.00
Return	10
	$3.05

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 Wm M. Baughn to wit. One Sorrel mare One yearling colt. One Spring colt & one Cow

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

the sum of three hundred and forty three dollars, and forty cents for his debt ~~for damages~~, together with two $\frac{54}{100}$ dollars for his costs, with interest thereon from the 10th day of April A. D. 1856 until paid, at ten per cent which late in our said Court the said Samuel Stiles recovered against the said W. M. Baughn

as of record is manifest. Also, $6,05 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 30th day of June A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Civil/Domestic Case File

Case No. 1855-CV-0056

No. 55-cv-56

Union Common Pleas Court.

Walter Gowan
Plaintiff,

AGAINST

Henry Hoy
Defendant.

APR TERM. 1856

JUDGMENT VS DEFENDANT

$0 50

Journal	6	Page	5
Record No.	7	Page	325
Ex. Doc.	B	Page	200

Law docket 26

Walter Gowan
vs
Henry Foy

Cost bill made
& for record
D. B. 200

Recorded in
Book 7 page 32
6 & 7

Gowan
vs
Yoe

Demurer

Filed May 31st 1855
Saber Randall Clerk

Recorded

Walter Gowan Pltff } Union Com Pleas
vs
Henry Fox Deft } Demurrer

The Defendant demurs to the Petition for the following causes.

First, — The Plaintiff sets out a different cause of action in the Petition than was set out in the Bill of particulars &c before the Justice of the peace. to wit The Plaintiff ~~claimed in his bef~~ brought suit before the Justice of the Peace to recover $1.00 for labor done in the Month of May 1853. whereas, in his Petition he claims $1.00, for labor done on the 12th day of June 1853. therefore he asks to be hence discharged with his proper costs, &c.

J B Eller Defts Atty.

Walter Gowan
vs
Henry Fox

Answer

Filed October 16th 1855
Haben Randall, Clerk

Recorded

Recorded
in book 7 p 326

Walter Gowan, Pltff
vs
Henry Fox Deft

Court of Common Pleas
Union County
Answer

The Deft. Henry Fox, says that, the Pltff, Walter Gowan did not perform the labor as set forth in the Petition of the Pltff,

The Deft further says that he does not owe the said Pltff the sum of one Dollar, or any part thereof,

A B Allen
Defts Atty

The State of Ohio Union County ss
Henry Fox, being sworn, says that he believes the statements in the foregoing answer to be true

Henry Fox

Sworn to by Henry Fox, before me and subscribed by him in my presence.
This Oct. 16th 1833

Jabez Randall Clerk

Walter Gowan
vs
Henry Yion
Verdict

Filed. April 1st/36
Saber. Randall
Clerk

The decision of this jury is that we allow the plaintiff fifty cents

W. Lazzi Foreman

Filed June 11. 1855

Saber Randall Clerk

Walter Gowen
vs
Henry Fox

Union Com. Pleas.
June term 1853

Motion to strike the Petition from the file.

The defendant comes and asks that the Petition in the case be stricken from the file for the following reasons: ~~There is a discrepancy between~~ The Petition sets up a different cause of action than was set up before the J.P. – that is, the transcript and the bill of particulars claim for labor done in May 1853, whereas the Petition claims for labor done June 12th 1853. D.B. Allen atty

Edward
Pitt
Santander
Fille

Walter Brown
vs
Henry Fox } Damage Claimed

The Plaintiff Claims of the
Defendant the sum of one dollar
for Carrying Chair for Defendant in May 1853

Gowan
vs
Gore

Filed Oct. 16th 1835
Saber Randall Clerk

Walter Gowan Pltff
vs
Henry Fox Deft.

Court of Com. Pleas, Union County, Ohio
Civil Action

The said Henry Fox, makes solemn oath that Chester Fox, of said Union County, is a material witness for him, in this cause, without whose testimony he cannot safely proceed to trial thereof, as he is advised and verily believes to be true, that he is advised and verily believes that the said Chester Fox is sick, and unable to attend court at the present term, that he hopes and expects to procure the attendance of the said Chester Fox at the next term of this court, and that this affidavit is not made for delay merely, but for the purpose of justice. This deponent further says that he hopes and expects to prove by said Chester Fox that the labor for which the said Deft. is sued, was not performed for said Deft, that the Deft had no interest in the labor, that Sam Woodburn said that he (Woodburn) was satisfied with the former survey, and that the said Walter Gowan performed the labor without the solicitation of the Deft.

Henry Fox

Sworn to & subscribed before me this the 16th day of Octr 1855

Jabez Randall Clerk

Henry Fox
vs
Walter Gowan

Sub for Witnesses

Filed June 18th 1835
Zaba Randall Clerk

Served this writ June 18th 1835 by reading the within writ in the presence of David Beard & Samuel Bradshaw

Fees Serve 25
Mileage 65
Return 10
$1.00

Wm Rotha Hall

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Beard and Samuel. Woodburn

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Third day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of ~~Henry Fox~~ Defendant in a certain controversy in said Court depending, wherein ~~Henry Fox~~ is Walter Gowen is Plaintiff, and Henry Fox ~~Walter Gowen~~ 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 Thirteenth day of June A. D. 1855.

Taber Randall Clerk.

Gowan
vs
Ford

Sub. for Offs. c'ts

Filed Oct. 15th 1855
John Randall Clerk

Hamilton & Lincoln
Attys for Plff

Received this writ October 9th A.D. 1855 and served the same October 11th A.D. 1855 by leaving a certified copy of this writ at the residence of Lewis Beard & Samuel Woodburn

Fees Service	25
Mileage	60
Copies	40
Return	10
	$1.35

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Beard & Samuel Woodburn

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Walter Gowan is Plaintiff, and

Henry Fox 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 October A. D. 1855.

Taber Randall Clerk.

Gawan
vs
Goy

Sub. for Pltffs Wit.

Filed March 26th 1856
Saber Randall Clerk

Hamilton & Lincoln

Received this writ March 18th A.D. 1856 and served the same March 25th A.D. 1856 by reading this writ in the presence of Samuel Northum and David Beard

Fees Serve	25
Mileage	55
Return	10
	90

William H. Robb Sheriff.

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Beard & Samuel Woodburn

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 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

Walter Gowan is Plaintiff, and

Henry Foy 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 19th day of March A. D. 1856.

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

Walter Gowan
against
Henry Fox

Issue Summons returnable according to law.
Amount claimed $1,00
with interest from the
12th day of June 1853
Brandley & Fryer
pltfs attorneys

Filed April 25th 1855
Lyman Rendall Clerk

Recorded

Copy of the account.
Henry Fox to Walter Gowan Dr.
June 12th 1853 to carrying away and others cattle $1,00.

Walter Gowan plaintiff } Court of Common pleas
against } Union County, Ohio
Henry Fox defendant } Petition

The plaintiff in this case, Walter Gowan says there is due him from Henry Fox defendant on an account for labor done and performed by the plaintiff for the defendant, and at the request of the defendant, on or about the 12th day of June 1853, the sum of one dollar; a copy of the account is herewith attached Said labor being one days work carry in the chain to survey land for defendant, wherefore the plaintiff prays judgment against the defendant for one dollar with interest from the 12th day of June 1854

Hamilton & Lincoln
plaintiffs attorneys.

Union County Ohio, S.S.

Walter Gowan being sworn says that he believes the statements of the foregoing petition to be true. Walter Gowan

Sworn to by Walter Gowan before me, and signed in my presence this 23d. day of April 1855.

Zaben Randall Clerk

D. B. 200

Gowan
vs
Fox

Debt $0 50
Costs 31,40
This writ ,70

Returned without
service or fee
June 3d 1856

~~Ex rel~~

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 1st day of April A. D. 1856,

Walter Gowen recovered against
Henry Foy

as well as the sum of ~~dollars and~~ fifty cents for his debt, as the sum of dollars and cents, for damages; as also the sum of $31.40 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 Henry Foy

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 1st day of April A. D. 1856 until paid, also the sum of $0,70 the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 2d day of June A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

52 $1.90
6 12
112 70
55
85
20
$482
62
$504

Transcript
Walter Gowns
to
Henry Fox

Filed April 11th 1855
Yates Pendall Clerk

Received in
Book 7 page 325

The State of Ohio Lucas County ss

Walter Grover pl

to

Henry Fox

Plaintiffs Costs

Summons	.15
File do	.10
Subpoena	.20
Docket entry	.10
Fees	.25
Costs	1.00
Certifu	.90
Defendants Costs	
Docket fee	.25
Appeal Bond	.25
Total	.31

Dmy Claim $1.00

Suit brought by the Plaintiff to recover of the Defendant the sum of one dollar for hire & carrying a team for defendant in ~~May~~ May 1852

January 8 1855 Summons issued for the appearance of the defendant on 13th day of January 1855 at 10 o clock A.M. delivered to Lorenzo Conover Constable

January 13th 1855 summons returned by Lorenzo Conover Constable ~~served this writ the 8th day of January 1855~~ by leaving a copy with his wife Fees serv 15

Mileage 25

January 18th The Parties appeared Samuel Wooster and David Beard sworn for the Plaintiff and Chester Fox for the defendant ~~for the~~

Upon hearing the testimony it is considered that the Plaintiff recover of the defendant the sum of one dollar and his costs taxed at two dollars and fifty cents The Defendant gave notice ~~that he would appeal the case~~ to the Court of Common Pleas

January 20 1855 Chester R. Fox entered as Bail for appellant in the sum of Fifty dollars

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

January 20 1855 Perm Back J. P.

Now the action of Dallas County against
Thomas Hoy & Elijah K. Hoy acknowledge
themselves bail for the appellant in the sum of
Fifty dollars to be levied of their goods and
chattels land and tenements in case default
the appellant shall be convicted in the action
and shall fail to pay the commonwealth
fine and cost that may be and be imposed
in the court of common pleas

Witness our hands and seals this
20th day of May in the year of our Lord 1855

Thos Hoy [seal]
Elijah K Hoy [seal]

Civil/Domestic Case File

Case No. 1855-CV-0057

No. SS-CV-57

UNION COMMON PLEAS COURT.

Amos Brach
Plaintiff

against

John M. Kritle
Defendant.

OCT TERM. 1855

JUDGMENT VS DEFENDANT

$145.82

Journal	5 (6)	Page	433 (11)
Record No.	7	Page	273
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Amos Beach
vs
John M Keith

Recorded
in Book 7 p. 173

D. B. 134

and service cannot be made upon him in the State of Ohio except by publication as I verily believe Amos Beach Jr

sworn to before me & subscribed in my presence by Amos Beach Jr. this 16th day of April 1855 Laban Randall Clerk

Copy of the note refered to
"Two years after date I promise to pay Amos Beach Jr or bearer one hundred and forty dollars for value received of him this 8th day of February 1853
John M Keith"

Amos Beach Jr
v
John M Keith
Petition
Filed April 16th 1855
Laban Randall Clerk
Recorded

Amos Beach (Junior)
plaintiff
agst
John A McKeith
defendant

Union County Ohio
Court of Common Pleas
Petition

The plaintiff Amos Beach Jun. says there is due him one hundred and forty dollars with interest from the 8th day of February 1855 from the defendant on his note a copy of which note is hereunto attached

The said John A McKeith (and his wife Juliana Keith who has since died) did execute and deliver to the plaintiff a mortgage deed to secure the payment of said note on premises therein fully described for a description of which reference is here made. a copy of which mortgage is also hereto attached

Wherefore the plaintiff asks a judgement against the defendant for said sum of one hundred and forty dollars with interest from February 8th 1855 and also the enforcement of said mortgage lien

James W Robinson
Pltffs Atty

The state of Ohio Union County } ss
I Amos Beach Jr being duly sworn do say that the statements in the foregoing petition are true as I verily believe and that the defendant John A McKeith is a resident of the state of California

Know all men by these presents
That We John Heath & Juliann Wife of
Said John Heath of the County of Union and
State of Ohio in Consideration of the Sum of one
hundred and forty ($140) Dollars in hand paid By Amos
Beach Jun of the County of Union and State of Ohio
the Receipt whereof is hereby Bargained and Sold and do hereby Grant Bargain Sell
& Convey unto the Said Amos Beach Jun his heirs and
assigns forever the following premises Situated in the
County of Union and State of Ohio and in the Virginia
Military District and Bounded and Discribed as follows
Beginning at the S. East Corner of a Lot No 7
in Survey No. 2991 in the Virginia Military District
and running S. 80. E. 12. poles to a Stake thence
N. 10 W. 14 poles to a Stake in the South Line of
a piece of Land Deeded By Amos Beach to Milbur
Beach thence N 80° E 12 poles to a Stake in the East
Line of Said Lot thence S 10. E 14 poles to the poles
of beginning being one acre and Eighty Rods more or
less and also a lot of Land in Survey No 300.3 of
Virginia Military District lying on the North Side
of one acre of Land Deeded to the Christian Church
and South of a parcel of Land Sold to B. & J.
J. B Goubb Being ten poles on the Road and Sixteen
Poles Back from the Road Containing one acre of Land
taken off the West end of ~~the~~ a Lot of Land owned
By George Hensel Deceased and Willed By said
Handel to Said Joseph Stone
To hav and to hold Said Premises With the appur
tenances unto the Said Amos Beach his heirs and
assigns forever provided always and these presents
are upon this Condition that Whereas the Said
John Heath hath Executed to Said Amos Beach
his promissory Note of Even Date herewith for the

payment of the following Sum Namely one hundred and forty Dollars Due (3) years after Date Now if the said John Heath Shall Pay said money when Due to said Amos Beach or assigns then these presents to be void otherwise to be and Remain in full force In Testimony Where of the said John Heath and Juliann his wife have hereunto Set there hands & Seals this 8th Day of July 1853

John H Heath (Seal)
Juliann her × mark Heath (Seal)

Executed in presence of
Jos A Wheeler
I N Wells

The State of Ohio Union County ss
Before me Isaac N Wells a Justice of the peace in and for said County personally appeared the above Named John Heath & Juliann his wife and acknowledged the signing and sealing of the within Mortgage to be there volentary act and Deed and the said Juliann Heath being at the same time Examined By me Seperate and apart from her said husband and the Contents of said Instrument to her By me She then Declared that She did volintarily sign seal and acknowledge the same and that she is still satisfied therewith
this 8th Day of July 1853 Isaac N Wells, J.P.

Copy of the mortgage —

Amos Beach
vs
John M. Keith
Proof of
Publication

Filed June 26th 1853
Gabr Randall Clerk

Recorded
Recorded

NOTICE.

Amos Beach Jr. vs John M. Keith. Union county common pleas court.

The defendant, John M. Keith, will take notice that on the 16th day of April 1855, the plaintiff, Amos Beach, Jr., filed his petition in the court of common pleas of Union county Ohio, against him where the same is now pending, which petition sets forth that defendant on the 8th of February, 1853, execu'ed to the plaintiff a mortgage peed for the security of a note of $140 of same date; the land described in said mortgage is as follows: part of survey No. 2991 in said county, beginning at the south east corner of lot No. 7 in said survey, thence south 80 east 12 poles to a stake; thence north 10 west 14 poles to a stake in the south line of land sold by Amos Beach to Kilburn Beach, thence north 80 east 12 poles to a stake in the east line of said lot, thence south 10 east 14 poles to the beginning, being 1½ acres more or less.

Also, part of survey No 3003, on the north side of one acre of land deeded to Christian Church and south of land sold to B. C. & F. B. Grubb being ten poles to the road and 16 poles back, containing one acre off of the weat end of a lot of land willed by George Hensel to Joseph Stone.

The plaintiff demands a decree against the defendant for $140 wlth interest from February 8th 1855 and the sale of the said premises to pay the debt.

Defendant is required to answer said petition on or before the 21st day of July 1855.

J. W. ROBINSON, pl'ffs att'y.

May 8, '55—n34w6pf$5,50.

State of Ohio Union County ss.

S Samuel M Bratney do make oath that I am the publisher of "The Marysville Tribune, a weekly newspaper of general circulation in said county; and that the annexed notice was regularly published for more than six consecutive weeks before the 26 day of June AD 1855

S. M Bratney

Sworn to and subscribed before me this 26 day of June AD 1855

Leber Randall Clerk

D. B. 134

Amos Beach jr
vs
John M. Keith

Order of Sale 70

Ent in Docket B,
p 135

Recorded

Robinson Atty for
Plff

Ballance $1.50

Received this writ November 1st A.D. 1855 and served the same November A.D. 1855 and caused the within described real estate to be appraised by the oaths of I. M. Wells I. J. Lehman and Wm. H. Belleford, advertised said real estate at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County, Afterwards to wit on the 15th day of December A.D. 1855 I offered the same for sale according to law between the legal hours of 10 o'clock A.M. & 4 o'clock P.M. at the door of the court house in Marysville and sold the first described tract of land to Amos Beach jr for Eighty five dollars, sold the second described tract of land to Amos Beach jr for sixty one dollars he being the highest & best bidder for the same

Fees
Service $1.50
Mileage 7.5
C. impanel 1.00
Atty. fee 1.50
Advert. 2.50
Pub. fee 4.50
Return 20
$18.55

William H. Robb Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the October Term of the Court of Common Pleas continued and held for said County, on the 16th day of October A.D. 1855 in a certain cause therein pending wherein Amos Beach Jr is Plaintiff and John M. Keith defendant, the Court ordered & decreed that you expose to sale the premises in the bill, described as follows, to wit, Situated in said County of Union, and bounded and described as follows. beginning at the S. East corner of Lot No 7 in Survey No. 2991 in the Virginia Military district & running S. 80 E, 12 poles to a stake thence N. 10 W, 14 poles to a stake in the South line of a piece of land deed by Amos Beach to Kilbourn Beach thence N 80 E, 12 poles to a stake in the East line of said Lot thence S. 10 E, 14 poles to the place of beginning being one acre and eighty poles more or less. And also a lot of land in Survey No. 3003 of Virginia Military district lying on the north side of one acre of land deeded to the Christian Church and South of a parcel of land sold to B. C & F. B. Grubbs being ten poles on the road & sixteen poles back from the road containing one acre of land, taken off the West end of a lot of land owned by George Hensel decease and willed by said Hensel to Joseph Stone

To satisfy said Plaintiff in the sum of one hundred and forty five dollars & eighty two cents, with Interest thereon from the 16th day of October A.D. 1855 until paid together with costs on said decree taxed at $ and all accruing costs & make due return of this writ in sixty days

Witness Taber Randall Clerk of said Court at Marysville this Nov. 1st 1855, Taber Randall Clerk

Amos Beach
vs
John M Keith

Proof of Pub.,

Filed April 1st 1834
Saber Randall Clerk

Recorded

SHERIFF SALE.

Amos Beach vs. John M. Keith

By virtue of an order of sale to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house in Marysville between the legal hours of ten o'clock A. M. and four o'clock P.M. on the 15th day of December A. D. 1855, the following described real estate situate in Jerome township in said county, bounded and described as follows: beginning at the south east corner of lot No. 7 in survey No. 2991 in the Virginia Military District and running south 80 east 12 poles to a stake; thence north 10 west 14 poles to a stake in the south line of a piece of land deeded by Amos Beach to Kilbourn Beach; thence north 80 east 12 poles to a stake in the east line of said lot; thence south 10 east 14 poles to the place of beginning, being one acre and eight poles; appraised at one hundred and twenty-five dollars.

ALSO, a lot of land in survey No. 3003 of Virginia Military District lying on the north side of one acre of land deeded to the Christian Church and south of a parcel of land sold to B. C. & F. B. Grubbs; being ten poles on the road and sixteen poles back from the road, containing one acre of land, taken off the west end of a lot of land owned by George Hensel, deceased, and willed by said Hensel to Joseph Stone, said land appraised at ninety dollars.

W. H. ROBB, sheriff.

November 12, '55—pf$4,50.

I, Samuel M'Bratney do make solemn oath that I am the publisher of the "Marysville Tribune" a weekly newspaper of general circulation in Union County State of Ohio and that the annexed "Sheriff Sale" was published therein for five consecutive weeks previous to the 15th day of Nov. 1855

S M'Bratney

Sworn to & Subscribed before me this April 1st 1856

Saber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0058

No. 55-CV-58

Union Common Pleas Court.

Corydon Winkler
Plaintiff,

AGAINST

Lockwood & Kelley
Defendant.

JUN TERM. 1855

Settled

Journal 5 Page 411

Record No. Page

Ex. Doc. Page

Law 67

Corydon Winkler

vs

Lockwood & Coly

Procedure

5- 411

Settled

Conyden Winkler
v
David B. Lockwood
Chambers Caley

Amount claimed
$550.00 with
Interest from April
1st 1835

Filed April 23 1835
Jabez Ramsdell Clerk

Received this writ April 17th 1835 - and served the defdt
April 18th 1835 - by presenting a certified copy of this writ to each
of the within named defendants

Fees Service .50
Mileage .60
Copies .50
$1.50

Received my fees William H. Wolf Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify David B. Lockwood & Chambers Caley that they have been sued by Conyden Winkler in the Court of Common Pleas of Union County, and that unless they answer by the 19th day of May A. D. 1855 the petition of the said Conyden Winkler against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 30th day of April A. D. 1855.

Witness my hand, and the seal of said court this 17th day of April A. D. 1855.

Zaber Randall

Clerk of the Court of Common Pleas of Union County.

In this case the costs amounted to $8,92
Clerks fees paid by Robb 2,30
the Appraisers fees Robb pays May 2nd 1855

Corryden Winkler

vs

Lockwood & Caley

petition

Issue attachment & summons according to law
Amount claimed $550. with interest from April 1st 1853
J W Robinson
Pltffs Atty

Filed April 17th 1853
Zaber Randall Clerk

whole costs $8,92
my costs 2,30

Settled & costs paid

Corydon Winkler
Plantiff
vs
David B Lockwood
& Chambers Caley
defendants

Court of Common Pleas
Miami County Ohio
petition

The plantiff Corydon Winkler say there is due him the sum of ~~Eight~~ five hundred & fifty (550$) dollars with interest from April 1st 1855. from the defendants on their joint and several promissory note. a copy of which is hereunto attached

Whereupon the plantiff asks judgement against the defendants for ~~Eight~~ five hundred & fifty ($550) dollars with interest from April 17 1855

James W Robinson
Plff's Atty

The state of Ohio Miami County ss
Corydon Winkler plantiff being sworn says the statements of the above petition are true as he verily believes

Corydon Winkler

sworn to before me & subscribed in my presence by Corydon Winkler this 17th day of April AD 1855

Jabez Rendall Clerk

On or before the first day of April 1855 we or either of us promise to pay C. Winkler or bearer Eight hundred dollars for value rec'd

Oct 9th 1854

David B Lockwood
Chambers Caley

Two hundred & fifty dollars endorsed paid at date

The above is a true copy of the note

Corryden Winkler
vs
David B Lockwood
Chambers Caley

} Mich Common Pleas

The plaintiff Corryden Winkler makes oath that the claim in this action against the defendants David B Lockwood and Chambers Caley is upon a note of Eight hundred dollars given by defendants to the plaintiff on the 9th day of October 1854 payable on the first day of April 1855 which time has elapsed & the note not paid except two hundred and fifty dollars paid at date, that it is a just claim and that he ought as he verily believes recover thereon ~~Eight~~ hundred and fifty (850) dollars with interest from April 1st 1855

He also makes oath that the defendants are about to ~~dispose~~ of their property consisting of Lumber in their mill yard and a piece of land belonging to David B Lockwood the exact description of said land is to the plaintiff unknown and other property for the purpose and with the intent to defraud the plaintiff their creditor

Corydon Winkler

Sworn to and subscribed before me this 17th day of April 1855

Lyman Randall Clerk

Corydon Winkler plaintiff
ags
David B Lockwood } Writ Common
& Chambers Caley } Pleas
defendants

We bind ourselves to the defendants David B Lockwood & Chambers Caley that the plaintiff Corydon Winkler shall pay to the defendants the damages not exceeding twelve hundred dollars which they may sustain by reason of the attachment in this action, if the order thereof be wrongfully obtained

Marysville Ohio April 19th 1855

Approved by me
April 17th 1855
Isaac Randall Clerk

Corydon A Winkler
J. M. Webb
W. A. Allen

~~Approved~~

Coryden Winkler
vs
David B. Lockwood
& Chamber Caley

Writ of Attachment

Filed April 23d 1853
Jabez Rendall Clerk

Received this writ April 19th 1853
18th day (of) April A.D. 1853 I have levied the within attachment on the property
of D. B. Lockwood and Robert Welsh, two joint debtors
within named, the chattels and real estate a description of
which is contained in the schedule hereto attached belonging to
the said D. B. Lockwood & Chambers Caley, and have cause the same to
be appraised according to law by sworn freeholders
A certified copy of this writ and return up on the premises attached

Fees Service	75
Copy	25
Mileage	60
Appraisers fee	$2,00
Calling Jurors	1,00
Return	25
	$4,63

Received the fees

William A. Robb Sheriff (Ms. Co.)

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

Conyden Winkler plantiff
vs
David B. Lockwood &
Chambers Caley Defendants } To the Sheriff of Union County

You are commanded to attach and safely keep the lands tenements goods, chattels, stocks or interest in stocks rights credits moneys and effects of the defendants David B. Lockwood & Chambers Caley not exempt ~~from~~ by law from being applied to the payment of the Claims of the plantiff Conyden Winkler or so much thereof as will satisfy his claim for five hundred and fifty dollars with Interest from the 1st day of April 1835 and fifty dollars & probable costs of this action

You will make due return of this order on the Seventh day of May A.D. 1835

Witness my hand and the Seal of said Court this April 17th A.D. 1835

Zaber Randall
Clerk of Ct of C.P. of Union County

Corydon Winkler
vs
David B. Lockwood &
Chambers Caley

An inventory and appraisement of property attached by William H. Robb Sheriff of Union county at the suit of C. Winkler against David B. Lockwood & Chambers Caley, in the presence of V. W. Atkinson and Robert Welsh made this 18th day of April A.D. 1853 by the said Sheriff and V. W. Atkinson and Robert Welsh two freeholders of said county the said V. W. Atkinson and Robert Welsh having been first duly sworn by said Sheriff to make said appraisement to wit,

One tract of land situate in Liberty Township Union County Ohio described as follows, to wit, Beginning in the N. line of Survey No 15721 witness a beech thence N. 82 W 163 poles to a stake witness three water beeches thence S. 36 E. 235 poles to a Sugartree thence N. 8° E. to the beginning containing Eighty Seven and one half acres more or less appraised at thirteen dollars per acre

Also twenty thousand feet of Flooring appraised at Eighty cents per hundred feet

Given under our hands and seals this 18th day of April A.D. 1853

William H. Robb Sheriff. Seal
V. W. Atkinson Seal
Robert Welsh Seal

State of Ohio Union County S

I do hereby certify that the above named V. W. Atkinson and Robert Welsh are disinterested freeholders of Union County and were duly summoned and sworn to make the above valuation this 18th day of April A.D. 1853

William H. Robb Sheriff Union county

Civil/Domestic Case File

Case No. 1855-CV-0059

No. SS-CV-59

Union Common Pleas Court.

Azirl Leapham
Plaintiff,

AGAINST

John M. Colver et al
Defendant.

October 1855

OCT TERM, 1855

JUDGMENT VS DEFENDANT

Journal 5 Page 449

Record No. No Record. Page

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43 68

Law

Orviel Lapham
vs
I. M. Colver &
John Purinton

$49.00 14
[illegible]
costs [illegible]
[illegible]

D. B. 132

Robt. Wood 39
Randall

Azel Lapham
John K. Culver and
John Lawrence.

The Summons returnable according to law.
Amount claimed
$164.05, with interest
from July 1, 1855
Hamilton & Lincoln
plaintiffs attorney.

Filed April 24th 1855
John Renaud Clerk

Return Hamilton & Lincoln

Ozial Lapham plaintiff } Court of Common pleas
against } Union County Ohio
John M. Culver and } Petition
John Prinster }

Ozial Lapham the plaintiff in this case says that there is due him from John M Culver and John Prinster defendants ~~on an~~ account for goods sold and delivered; and for labor done and performed by him the said Ozial Lapham to and for the said John M Culver and John Prinster the sum of one hundred and sixty four dollars, ~~and thereupon~~ the plaintiff asks judgement against the defendants for the said sum of one hundred and ~~sixty four~~ seventy two 50/100 dollars with interest from the first day of July 1854.

A copy of the account is herewith attached

Ozial Laphamy

Union County Ohio ss.

Ozial Lapham being sworn says that he believes the statements of the foregoing petition to be true

Ozial Laphamy

Sworn to by Ozial Lapham and signed in my presence this 24th day of April 1855.

Jabez Ramsdell Clerk

Jan Cul for costs
Nathan McWilliams

Copy of the account

John M. Culver & John Dunlop

To Oziel Lofham Dr

Sept.	1854 - To 279 ties for railroad standing in the ties at 8 cents per tie	$22,32
Sep	1854 - to hauling 239 ties to railroad in Wolke farm at 4 cents a tie	9,56
	1853 to hauling 107 ties from McDonalds pasture at 3 cts a tie	3,21
April 28, 1853	To one dark sorrel mare	70,00
June	1853 to hauling 18 ties from Wolkes pasture at 3 per tie	,54
"	to 168 ties delivered at railroad at 25 cts per tie — — — — — — —	~~$42,00~~
"	To 150 ties delivered at Railroad by Oliver Hammond at 26 cts per tie	39,00
	Total exclusive of interest —	$197,38.

Received on the above by a note on Jesse Smith $33,33

Balance	$164,05
	8,75
Balance due — — —	172,80

Oziel Lapham

vs

Colver & Pumpter

Affidavit

Filed June 12th 1855
Saler Randall Clerk

The state of Ohio Summit County ss

I. John Pusington of the firm of Colver & Pusington do make oath that on or about the 11th day of May AD 1853 John Colver of said firm was accidentally very seriously injured by a fall & still continues to be unable to move & will firm present prospect continue in his helpless condition for months to come. that on account of his helpless condition he has been unable to file his answer to the petition of Ezekiel Lapham filed against said firm in the Court of Common Pleas of Summit County Ohio & that he cannot in the ordinary course of nature be able to do so for a month or two hence. that the facts concerning which said suit is pending are from well to said Colver & most of them are to this affiant unknown but this affiant believes there is a good defence to said suit but he is unable to file an answer thereto and cannot safely try the cause without the testimony of said Colver & this affidavit is not made for delay but for the furtherance of Justice

John A Pusington

Sworn to and subscribed before me this 11th day of June 1853

Ogiel Lapham
vs
John M Culver &
John Dunington

} Court of Common
Pleas Min Court

This is to certify that
this case is settled
and defendants to pay
the costs

Milton Culver
Oziel Lapham

Oct 17th 1855

92
92
125
2,39

195
20
25
60
300

Lapham
vs
Colver & Pennington

Sub^n for Pltff's Att'y

Hamilton & Lincoln
Att'ys for Pltff

Received this writ October 9th A.D. 1855 and served the same October 15th A.D. 1855 by leaving a certified copy of this writ at the residence of Orin Hammond.

Fees Service	12
Mileage	40
Copy	20
Return	10
	82

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Orin Hammond

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 2d day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Plaintiff in a certain controversy in said Court depending, wherein

Oziel Lapham is Plaintiff, and

John M. Colver & John Purington 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 October A. D. 1855.

Taber Randall Clerk.

Ozial Lapham
vs
John M. Culver &
John Purinton

Amount claimed
$164.05 with
interest from July 1st
1855

Filed April 25th 1855
Saber Randall Clerk

Hamilton & Lincoln

Received this writ April 24th AD 1855 and served the same April 25th AD 1855 by leaving a certified copy of this writ to the within named John M. Culver & John Purinton

Fee Service 1.00
Copies .50
Mileage .05
$1.55

William H. Rolfe Deputy Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify John M. Culver & John Purinton that they have been sued by Oziel Lapham in the Court of Common Pleas of Union County, and that unless the answer by the 26th day of May A. D. 1855 the petition of the said Oziel Lapham against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 7th day of May A. D. 1855.

Witness my hand, and the seal of said court this 24th day of April A. D. 1855.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0060

No. SS-CV-60

Union Common Pleas Court.

James Martin
Plaintiff,

AGAINST

J. C. Johnson
Defendant.

June 1855

Settled

Journal 5 Page 412

Record No. Page

No Record.

Ex. Doc. Page

Law 69

James Martin
vs
I. C. Johnson

Filed 1 926
Randell C. C.
3 8 6
Letter & Cert
Recorded.

James Martin

agst

A. C. Johnson

petition

Issue summons returnable according to law
Amt $273.53 with
interest from Oct 1st
1854 J W Rotman
pl's Atty

Filed April 28th 1855
Saben Randall Clerk

Settled & Costs
paid
Robt $1,26
Randall 2 60
3,86

James Martin
Plaintiff
against
S. C. Johnson
defendant

Court of Common Pleas
Union County Ohio
Petition

James Martin plaintiff says there is due him from S. C. Johnson the defendant on the promissory note of the said S. C. Johnson, a copy of which is hereto attached, the sum of two hundred and seventy three dollars & fifty three cents with interest from the first day of October 1854

Whereupon the plaintiff asks judgment against the defendant for said sum of two hundred & seventy three dollars & fifty three cents with interest from Oct 1st 1854

James W. Robinson
Pltffs Atty

Copy of the note

"One day from date I promise to pay James Martin or bearer the sum of two hundred & seventy three dollars fifty three cents for value recd this 30th day of Sept 1854

$273 53/100

S. C. Johnson

The State of Ohio Union County ss

S. James Martin being sworn say that I believe the statements of the foregoing petition to be true James Martin

sworn to & subscribed before me & in my presence this 28th day of April 1855

Taber Rendall Clerk

James Martin
vs.
Isa C. Johnson

Amount Claimed
$273.53 with
from Oct. 1st 1854

Filed May 12 1855
Zaber Randall Clerk

J. W. Robinson

Received this writ May 4th 1855 and served the same May 10th 1855 by presenting a certified copy of this writ to the within named Isa C. Johnson

Fees service	35
Copy	25
Mileage	40
Return	10
	$1.10

William H. Roth Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Ira C. Johnson that he has been sued by James Martin in the Court of Common Pleas of Union County, and that unless he answer by the 30th day of May A. D. 1855 the petition of the said James Martin against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 14th day of May A. D. 1855

Witness my hand, and the seal of said court this 4th day of May A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0061

No. 55-CU-61

Union Common Pleas Court.

Henry A Walke Plaintiff,

AGAINST

Susan V Walke Defendant.

JUN TERM. 1856

DECREE FOR PLAINTF

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Record No.	7	Page	481
Ex. Doc.	B	Page	348

Law.
H. A Walker
vs
S. V Walker et al

348

Recorded in book
7 p 481

June Term
1868

Pearce
Pearce
Pearce

Henry A. Wolke
v
Susan V. Wolke
et als

Petition for partition

Hamilton & Lincoln.
Attorneys for
petitioner

Filed April 30th 1855
Gaber Ramaell Clerk

To the Court of Common pleas of Union County, Ohio.

Your petitioner Henry A Walke of the County of Union, Ohio respectfully represents that your petitioner together with Susan V. Walke, William Walke, Jane M. Walke, Isaac E. Walke, Cornelius C. Walke, and Arthur C Walke all of the County and State aforesaid are seized of an estate in common in the following lands and tenements situated in said County of Union and described as follows; Viz:

Beginning at a black oak and forked White Oak lower back corner to Sulivant and Harrys Entry No 4377, thence with this back line N 83 W 165 poles crossing a branch at 28 poles to two Bur Oaks in a prairie thence S 44 W 188 poles to two Bur oaks ~~on the edge~~ thence S 24 W 7 poles to two Bur oaks on the edge of a prairie in ~~of~~ a prairie in the line of Alexander Reeds Survey No 7407 thence with said line S 63 E 84 poles to two Bur oaks Easterly corner to said Reeds Survey, thence with another of his lines S 25 W 58 poles to a stake in a prairie another of Reeds corners, thence N 65 W 127 poles to a Bur Oak another of his corners, thence with another of Reeds lines S 25 W 68 poles, crossing a small branch to a stake in a prairie corner to Reeds said Survey in the line of David Comers Survey No 7406 thence with said line S 65 E 44 poles crossing a branch to three Bur Oaks ~~two~~ of them grow one ~~stump~~ in said line, thence N 30 E 141 poles to a Bur Oak on the edge of a prairie thence N 42 E 304 poles to the beginning containing 282 acres, excepting 20 acres from the upper end sold to John Stokes.

Also another tract of land described as follows Beginning at two Burroaks in a prairie northerly corner to Survey No 7775 and 7836 of 284 acres, sold by Walter Dunn to Alexander Reed, thence N 83 W 113 poles to two hickories gran one root corner to Anthony Walkes Survey of 3337 acres of land thence S 24 W 236 poles to a jack oak, thence S 65 E 50 poles to two bur oaks in the edge of a prairie, thence N 24 E 76 poles to two Bur oaks in a prairie, thence N 44 E 189 poles to the beginning containing 76 acres of land, and adjoining the above described tract of land of 284 acres of land.

Your petitioner further represents that the said lands were conveyed to your petitioner and the said Susan V Walke, William Walke, Jane M Walke Isaac E Walke, Cornelius C. Walke & Arthur C Walke, (the said William Walke, Jane M Walke, Isaac E Walke Cornelius C. Walke & Arthur C Walke being now minors) by Anthony Walke and his wife Susan Walke of the County of Ross, Ohio, in consideration of natural love and affection, and the sum of five dollars in hand to them paid by the aforesaid grantees, who are sons and daughters of William Walke of Union County Ohio, by a deed of general warranty, (in fee,) bearing date on or about the Sixteenth of September 1847, all of which will more fully appear by reference to the record of deeds for Union County - Book 11, page 105, 106. Reference to which is here made

And your petitioner further represents that his estate in said land consists of the undivided seventh part thereof, and your petitioner desiring to hold his said interest in said lands in severalty, prays that the said Susan V Walke William Walke, Jane M Walke, Isaac V Walke, Cornelius C Walke & Arthur C Walke may be made parties defendants to this petition and that your petitioners interest in said premises may be set off to him in severalty, and if the same cannot be done without manifest injury, then that the said premises be sold, or other order taken pursuant to the statute in such case made and provided. Dated this 30th day of April 1855

Henry A Walke
by his attorneys
Hamilton & Lincoln.

Henry A. Walke
vs
Susan A. Walke et al.

Proof of publication

Filed June 18th 1855
Saler Randall Clerk

PETITION FOR PARTITION.

NOTICE is hereby given to Susan V. Walke, William Walke, Jane M. Walke, Isaac E. Walke, Cornelius C. Walke and Arthur C Walke that on the 30th day of April, 1855, the undersigned filed a petition in the court of common pleas of Union county, Ohio, where the same is now pending, demanding partition of the following premises, situate in said county and described as follows, viz: Beginning at a black oak and forked white oak, lower back corner to Sullivant and Kary's entry No. 4377, thence with their back line north 83 west 165 poles crossing a branch at 28 poles to two burr oaks in a prairie, thence south 44 west 189 poles to two burr oaks in a prairie, thence south 24 west 7 poles to two burr oaks on the edge of a prairie in the line of Alexander Reed's survey No 7407, thence with said line south 63 east 84 poles to two burr oaks easterly corner to said Reed's survey, thence with another of his lines south 25 west 58 poles to a stake in a prairie, another of Reed's corners, thence north 65 west 12½ poles to a burr oak, another of his corners, thence with another of Reeds lines south 25 west 68 poles crossing a small branch to a stake in a prairie, corner to Reed's said survey in the line of David Conner's survey No. 7406, thence with said line south 65 east 44 poles crossing a branch to three burr oaks, two from one root, in said line, thence north 30 east 141 poles to a burr oak in the edge of a prairie, thence north 42 east 304 poles to the beginning, containing 282 acres excepting 23 acres from the upper end sold to John Stokes.

Also another tract of land described as follows: Beginning at two burr oaks in a prairie northerly corner to survey No 7770 and 7836 of 284 acres sold by Walter Dunn to Alexander Reed, thence north 83 west 113 poles to two hickories from one root corner to Anthony Walke's survey of 3337 acres of land, thence south 24 west 236 poles to a jack oak, thence south 65 east 50 poles to two burr oaks in the edge of a prairie, thence north 24 76 poles to two burr oaks in a prairie, thence north 44 east 189 poles to the beginning, containing 95 acres of land and adjoining the above described tract of land of 284 acres.

The undersigned demands that partition of said tracts of land be made, and the interest of the undersigned, to wit: the one equal seventh part thereof, set off to him in severalty.

At the next term of the said court an application will be made by the undersigned for an order that partition may be made of said premises. Dated this 2d day of May, 1855.

HENRY A. WALKE,
by his att'ys HAMILTON & LINCOLN.

n33w6p1$8.75

Henry A. Walke
vs
Susan V Walke, et al.

Samuel McBratney being duly sworn says, that a copy of the enclosed notice was published six consecutive weeks prior to 19th day of June A.D. 1855 in a news paper called the Marysville Tribune published in and of general circulation in the County of Union S. M. Bratney

Sworn to and subscribed in my presence

Saber Ramsdell Clerk

Filed June 20 1833

Asher Randall Clerk

William Walk who is admitted to become defendant in the case of partition brought by Henry A Walk against Susan V Walk et als in the Court of Common Pleas of Mon County Ohio comes & answers said petition and says that some twenty years ago Anthony Walk, his father as an advancement to him put him in possession of the farm in said petition described to be used & enjoyed during his life time & in pursuance of said contract said William Walk has made valuable improvement on the same & has ever since possessed free of charge & still possesses the premises aforesaid and is entitled to the use of the same during his life time

That in 1845 his father Anthony Walk wrote to him that he would make the deed to him or his children & that in 1847 it was agreed by Anthony Walk & William Walk ~~upon~~ that the deed should be made to the children, but to be used by William Walk during his life time that by mistake of said parties the deed was executed in fee simple to the seven children of said William then born, that ~~since then~~ three other children to wit James, Frances, Mary Walk have been born since the execution of said deed

That said grantees to said deed were all minor children of this defendant and in equity hold said land in trust for this defendant during his life time & the petitioner is not entitled to have any portion of said lands set off to him during the life of this defendant.

This defendant files this answer as a cross petition & asks the court to order and decree ~~that~~ said deed be altered and so changed as to express the real intention of said Anthony & William

Walk & the mistake aforesaid be corrected so as to protect this defendant and his said children James, Frances & Mary Walk in their rights aforesaid as said Anthony & William Walk agreed as aforesaid & intended to have embodied in the deed aforesaid & for such other proper relief as may be proper & right

Robinson & Stanton
Attys for Defts

The state of Ohio Union County ss
William Walk being sworn says that all the statements in the foregoing petition are true

William Walk

Sworn to before me & in my presence subscribed by William Walk this 20th day of June 1883

Laban Randall Clerk

Received this writ November 29th 1859 No goods or chattles found. January 25th 1860 I levied on the following described real estate situate in Union Township Union county Ohio, being 8 65 acres of land conveyed by Arthur Walke & wife to the heirs of William Walke by deed bearing date September 16th 1847 recorded in Book 11 Pages 105 & 106 of the records of deeds in the Recorder's office of Union county to which reference may be made for a more particular description. Excepting from the above described land 38 acres heretofore set off to Jacob W. Walke

Said land is not appraised or advertised for want of time

Abraham Wiley Sheriff

Fees. Serve $1.35
Levy 85
Return 10
Mileage 30
$2.10

B. No. 348
UNION COMMON PLEAS.

Henry A. Walke
vs.
Susan A. Walke Exr.

Fi. Fa. Lev. Fa. for costs.

Received

Plaintiff's Cost, $
Defendant's Cost, $ 51.24
This Writ 70

To _____ A. D. 18

_____ Att'y.

Returned and Filed 2d 1860 A. D.

Allen Mansfield Clerk.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, in a certain action of Partition lately prosecuted in our Court of Common Pleas within and for the said County of Union, wherein Henry A. Walke was

plaintiff, and Susan V. Walke William Walke Jr. Jam M. Walke, Isaac E. Walke, Cornelius E Walke and Arthur E. Walke

defendants the costs of said Susan V. Walke & others were taxed at Fifty One dollars, and twenty four & 1/2 cents.

YOU ARE THEREFORE COMMANDED, that of the goods and chattels, or for want of goods and chattels; of the lands and tenements of the said Susan V. Walke & others

in your county, you cause to be made the cost aforesaid, and costs that may accrue. And of this writ make due return in sixty days; hereof fail not at your peril, and have you then there this writ.

Witness my hand and Seal of the said Court, at Marysville this 28th day of November A. D. 1859

Taber Randall Clerk,

of the Court of Common Pleas, Union County.

Walker
vs
Walker

Decree of
Partition

Filed June 13th 1856
Saber Randall Clerk

Hamilton & Lincoln
Atty

The State of Ohio Union County S.S.

To the Sheriff of Union County greeting

We command you that without delay, by the Oaths of William B. Irwin, Samuel K Reed Robert D Reed you cause partition to be made of the lands here described: to wit:

Beginning at a black oak and forked white oak lower back corner to Sullivant & Kemp entry No 4379, thence with their back line N 83 W 165 poles, crossing a branch at 28 poles to two bur oaks in a prairie thence S 44 W. 188 poles to two bur oaks in a prairie, thence S 24 W seven poles to two bur oaks on the edge of a prairie in the line of Alexander Reeds Survey No 7407 - thence with said line S 63 & 84 poles to two bur oaks eastern corner to said Survey of said Reed, thence with another of his lines S 25 W 58 poles. to a stake in a prairie, another of Reeds corners thence N 65 W 12½ poles to a bur oak another of his corners thence with another of Reeds lines S 25 W 68 poles, crossing a small branch to a stake in a prairie corner to said Reeds said Survey in the line of David Conners Survey No 7406, thence with said line S 65 & 44 poles crossing a branch to three Burroaks two of them from one root in said line, thence ~~N XX & 304 poles to the beginning containing~~ N 30 & 141 poles to a bur oak on the edge of a prairie, thence N 42 & 304 poles to the beginning - containing 282 acres - excepting 20 acres from the upper end sold to John Stokes:

Also another tract of land described as follows Beginning at two burroaks in a prairie, northerly corner to Survey No 7770, & 7836, of 284 acres, sold by Walter Dunn to Alexander Reed, thence N 83 W 113 poles to two hickories from one root, corner to Anthony Mathes Survey of 333½ acres of land thence

thence ~~N 83 W 40 poles~~ S 24 W 236 poles to a jackoak thence S 65 ~~W~~ E 60 poles to two hickorys in the edge of a prairie, thence N 24 E 76 poles to two hickorys in a prairie, thence N 44 E 187 poles to the beginning containing 95 acres, and adjoining the above described tract of land of 284 acres.

among the following persons that is to Henry A Walker the one tenth part of said tracts of land, ~~and the residue to Susan A Walker, William Walker, James H Walker, Isaac N Walker, Cornelius C Walker, Martha Walker, James C Walker, Frances Walker, Mary Walker~~ and that your proceeding in the premises you distinctly certify under your hand to the Court of Common pleas for Union County together with this writ.

Witness my hand and the seal of the said Court of Common pleas at the Court House in Marysville this tenth day of June 1866

Jabez Randall Clerk

State of Ohio Union County SS.

I hereby certy that Wm Irwin Samuel H. Reed and R. S. Reed the commissioners named in the within writ were duly summoned and sworn by me to make partition of the premises described in the within writ according to law and the best of their abilities this 11th day of June A.D. 1866

William H. Robb Sheriff by Wm M Wright Deputy Sheriff

Muson County Court of common pleas S.S.

Henry A Walker
against
Susan W Walker
William Walker jr
Jane M Walker
Isaac E Walker
Cornelius C Walker
Arthur C Walker
James D Walker
Frances Walker
Mary Walker

According to the writ of partition issued in this case on call of the Sheriff of said County we the undersigned commissioners after being first duly sworn and upon actual view of the premises do set off and assign to the said Henry A. Walker for his share therein so much thereof as is contained in the following bounds to wit

Bounded as follows Beginning at a Hickory from one Root one of the original Corners then with the West line of the Survey S. 31 degrees West 110 poles to a stone in the Center of the Road leading from Millford to wood Stock Corner to Elizah Witters land then with sd Road N. 76. East 53. poles to a stone then N. 31. East 81. poles to a stone in S. K Reeds line then with his line N. 83. West 70. poles to the beginning Containing thirty Eight acres being part of Survey No 9390 it Being his Equal tenth part of the premises discribed in sd writ as ascertained by actual survey the whole premises Contained four hundred two and one half acres all of which is respectfully Submitted June 13th 1856

William B. Irwin
S. K. Reed } Commissioners
R D. Reed

Fees in the above Case

S. K. Reed. 2 days as Commissioner	$2.00
R D Reed 2 days Com 2 days carrying chain	4.00
Wm Wingate 2 days carrying chain	2.00
William B. Irwin 2 day Com 2 days surveying	6.00

I have duly executed the within writ of partition by the oaths of William B. Irwin R. D. Reed and S. H. Reed the commissioners named therein whose report is herewith returned

Fees. Service $1.00
Mileage .75
2 days with commissioners 2.00
Return .20
$3.95

William H. Robb Sheriff by
William M. Winget Deputy Sheriff

Civil/Domestic Case File

Case No. 1855-CV-0062

No. SS-CU-62

Union Common Pleas Court.

Charlotte Sanner
Plaintiff,

AGAINST

Hannah Sanner
Defendant.

JUN TERM. 1856

DECREE FOR PLAINTF

Journal	6	Page	89
Record No.	7	Page	417
Ex. Doc.	B	Page	220

Law

Charlotte Tanner
& others.
vs
Hannah Tanner
& others

Recorded in
Book 17 p 411

1981 11
1433 11
900 11
6414 11
225
6689
1000
7689
8
77 94

375
375
300
1,050

5/27.74/45.5

57,12
1,1,4
36,8,3

3,148
1,1,1,1
1,2,70

Univ Com Pleas

Charlotte Tanner
& Alva C Tanner
by their Guardian &c
vs

Hannah Tanner
& others

Def for Pltf

Filed May 2nd 1855
Saber Randall Clerk

1

June 11 1856

Cox & Porter

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

Your petitioner David Tanner of Union County Ohio as guardian of Charlotte Tanner and Alva C Tanner represents, that said Charlotte, and Alva C. minor heirs of Abel Tanner, late of Union County Ohio deceased have a legal right to and are seized in fee simple each of one undivided fifth part of the following premises situate in the county of Union and State of Ohio, bounded and described as follows being part of Survey No. 4065. Patented to John Overton, beginning at a red oak and two ashes Northwest corner of lot No (4) form of said survey, thence N. 78, E 160 poles to a white oak, beech and hickory, thence South, 12 E 59 poles, to a Stake in the line of said lot, thence South 78. west 160 poles to a Stake. in the original line of said Survey. thence N. 12 W. 59 poles to the beginning Containing fifty nine acres more or less, Your petition as said guardian further represents, that Hannah Tanner of Lucas County Ohio who is a Minor is entitled to one undivided fifth part, and William Richey of Union County Ohio is entitled to two fifth parts of said premises in common with said Charlotte and said Alva C. Tanner, said Alva C now lives in Knox County Illinois, and Charlotte in Union County Ohio. There is no widow.

Said Charlotte and Alva C. desiring

to hold their said interest in common ask by their said guardian that partition of said lands may be made, or if the same will not bear division without injury then that the same may be sold or other proper Order made according to the statute in such case made and provided

Yours &c
Porter
Atty for Pltff

David Tanner as guardian of Alva C Tanner by leave of the Court amends the foregoing petition, and represents that since filing the foregoing petition to wit on the day of 1833 the said Charlotte Tanner departed this life in consequence of which death, the said tenants in common are entitled to the above described premises as follows, Alva C Tanner, to one fourth part. Hannah Tanner to one fourth part, said William Richey to two fifth parts, and that Matilda Dodds & Newton Dodds her husband are together entitled to one twentieth part. said Dodds and wife live in Toledo Ohio, and that Heawley Tanner of the State of Illinois is entitled to one twentieth part, Your petitioner further represents, that said Charlotte died considerably in debt, to what extent is yet unknown, he asks that said Charlottes interest in said property, or if the same be sold then in, said money be subject to said

debts before distribution amongst her heirs,
as aforesaid set forth and that the same be paid to your petitioner
as ~~guardian~~ administrator of Charlotte for said purpose.
Your petitioner therefore asks that said Dodds
and wife and said Hawley Turner be
made parties hereto, and that said lands
be partitioned, as before asked for or if
as lastly asked for
the same will not bear division then that it
be sold, and other proper relief according
to the statute in such case made and pro-
vided

Coats & Porter Attys for Pet

Richey
vs
Tanner & others
vs

Proof of publication

Filed
Oct 16th 1853
Saber Randall Clerk

PARTITION NOTICE.

WILLIAM Richey Hannah Tanner, Hawley Tanner, and Thomas N. Dodds and Matilda his wife, will take notice that in consequence of the death of Charlotte Tanner, an amended petition was filed against them on the 13th day of July, 1855, in the court of common pleas of Union county, Ohio, by David Tanner guardian of Alva C. Tanner, wherein said Alva C. by his guardian asks that partition of the following premises may be made to wit: situate in Union county, Ohio, and bounded and described as follows: part of survey No. 4065 patented to John Overton beginning at a red oak and two ashes north west corner of lot No. 4 of said survey, thence north 78 east 160 poles to a white oak beech and hickory, thence south 12 east 59 poles to a stake in the line of said lot, thence south 78 west 166 poles to a stake in the original line of said survey, thence north 12 west 59 poles to the beginning, containing fifty-nine acres more or less; and that at the next term of said court applicttion will be made for an order of partition.

COATS & PORTER, att'ys for pl'tff.

July 18, '55—n43w4pf$3,75.

I, Samuel McBratney do make solemn oath that I am the publisher of the Marysville Tribune a weekly Newspaper of general circulation in Union County Ohio; and that the annexed Notice was published for four consecutive weeks previous to the 16th day of October A.D. 1855

Samuel McBratney

Sworn to & subscribed before me this Oct. 16th 1855

Saber Randall Clerk

Lunn
vs
H Lunn et al

Plea of
Puna dilten

Filed October 16th
A.D. 1855
Saber. Randall
Clerk

Alvin C Lamm by his Guardian &c
vs
Hannah Lamm et al

Hamilton Pleas
Pet for Partition

I. B. Allen Guardian ad litem of Hannah Lamm an infant dependant herein, comes and for Plea says, that he cannot gainsay the allegations in Plaintiff petition, but leaves the same to the discretion of the Court.

I B Allen Gdn ad litem

Tanner vc,
vs
Richey et als

Proof of Pub

Filed June 12th 1856
Saber Randall Clerk

SHERIFF SALE.

David Tanner, guardian, &c., vs William E. Richey, et. als

In obedience to an order of sale to me directed from the court of common pleas of Union county, I will offer for sale at the door of court house in Marysville, on the 10th day June, 1856, between the legal hours of o'clock A. M. and 4 o'clock P. M., the following described Real Estate situate in Dover township, in said county, bounded as follows, being part of Survey No. 4065, patented in the name of John Overton, beginning at a red oak and two ashes, northwest corner to Lot No. 4 of said Survey; thence north 78 east 160 poles to a white oak, beech and hickory, thence south 12 east 59 poles to a stake in the line of said lot, thence south 78 west 160 poles to a stake in the original line of said Survey; thence north 12 west 59 poles, to the beginning—containing fifty-nine acres, more or less—appraised at twenty dollars per acre.

May 7, 1856. [$3] W. H. ROBB, Sh'ff.

I Samuel McBratney being sworn do say that I am the publisher of The Marysville Tribune and that the annexed Sheriffs Sale was published four consecutive weeks immediately prior to the 10th day of June AD, 1856

S. McBratney

Sworn to & Subscribed before me this the 12th June 1856

Peter Ranzell Clerk

Received this writ April 16th A.D. 1856 advertised the within described premises 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 June A.D. 1856 between the legal hours of 10 o'clock A.M. and 4 o'clock P.M. at the door of the court house in Marysville, that being the time and place said property was advertised to be sold I offered the same for sale according to law and sold to James B. Richey for thirteen dollars and forty cents per acre that being the highest and best bid therefor

Fee. Service .35
Advertisement .25
Printer fee 3.00
Poundage 15.81
Return .20
$19.81

William H. Robb Sheriff

15.40
54
1200
670
790.62
5 | 1581.20
3 | 316.24
105.41

105.40
52.70

5 | 77.74 | 15.54
5
27
25
27
5
24

15.54
52.70
91.48

Sale of State
Mtg for $91.48

Sale of State
Wilson McDowell et al
Dan'l Gunn Sur
J. B. 1856

$ 52.70

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

In pursuance of an Order of Our Court of Common Pleas within and for the County of Union at the April Term thereof A.D. 1856 in a certain petition for Partition now pending in said Court wherein David Sanner Guardian of Alva C. Sanner is petitioner and William Richey et als are defendants we command you that without delay you proceed to sell at public auction the lands & tenements in said petition described, to wit, Situate in the County of Union & State of Ohio and bounded as follows being part of Survey No. 4065 Pattented to John Overton, beginning at a red oak & two ashes Northwest corner to lot No. 4 of said Survey thence N 78 E, 160 poles to a white oak beech & hickory thence S 12 E, 59 poles to a stake in the line of said lot thence S 78 W, 160 poles to a stake in the original line of said Survey thence N 12 W 59 poles to the beginning containing fifty nine acres more or less.

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 Saber Randall Clerk of Said Court of Common Pleas at Marysville this 15th day of April A.D. 1856

Saber Randall Clerk

Charlotte Lanner
& others
vs
Hannah Lanner
& others

Writ of Partition

Filed Oct 18th 1855
Lafa Remaacc Clk

The State of Ohio

To the Sheriff of Union County, Greeting

We command you that without delay, by the oaths of ~~A. D. Green~~ Joshua McCornell & J. G. Sprague ~~John Griffith~~ and ~~W. D. Jenkins~~ ~~Edward Brown~~, you cause partition to be made of the following Real Estate, situate in the County of Union and State of Ohio Bounded and described as follows; being part of survey No 4065. Patented to John Overton. beginning at a red oak and two ashes. Northwest corner of lot No (4) four of said Survey, thence N 78. E. 160 poles to a white oak beech and hickory thence South 12. E. 59. poles. to a stake in the line of said lot, thence South 78 West 160 poles to a stake in the Original line of said Survey. thence N. 12. W 59. poles to the beginning. Containing fifty nine acres more or less;

That you cause partition to be made among the following persons and in the following proportions, to wit; To Alva C Lanner one fourth part, To Hannah Lanner one fourth part, To William Richey two fifth parts, and to Matilda Dodds & Newton Dodds her husband together one twentieth part and to Heavley Lanner one twentieth part, in pursuance of an order lately made in our said Court of Common Pleas, within & for the said County of Union, in a certain Petition for Partition, wherein David Lanner as Sec'ry of ~~of Charlotte Lanner~~ ~~and~~ Alva C Lanner is petitioner and Hannah Lanner Wm Richey, Matilda Dodds & Newton Dodds her husband, and Heavley Lanner 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 Union together with this writ,

Witness Zaber Randall Clerk of our said Court of Common Pleas this Sixteenth day of October A.D. 1855

Zaber Randall Clerk

State of Ohio Union County ss

I do hereby certify that L. Marshall, J. J. Welsh & L. P. Sprague the within named commissioners were duly sworn to discharge the duties required by the within writ, on this 18th day of October A.D. 1855

William H. Robb Sheriff of Union County

We the commissioners named in the within order of Partition having been duly sworn by William H. Robb Sheriff and upon actual view of the within described premises are of opinion that the same cannot be divided without manifest injury of the value thereof: thereupon we do value said real estate at $250.00 Dollars per acre

Given under our hands and seals this 18th day of October 1855

~~Fees 1.00 Cash = $3.00~~

L. Marshall (Seal)
J. J. Welsh (Seal)
L. P. Sprague (Seal)

I have executed the within writ by the oaths of the commissioners named in the within order, whose report is herewith returned, October 18th A.D. 1855

Fees, Service	1.00
Mileage	25
Return	20
Commissioners fee	3.00
	$4.45

William H. Robb Sheriff of Union County

Tanner
vs
Tanner

Proof of
Publication

Filed June 18th 1833
Saba Randall
Clerk

2d
1825 p 414

PARTITION NOTICE.

WILLIAM Richey and Hannah Tanner will take notice that a petition was filed against them on the 2d day of May, 1855, in the court of common pleas of Union county, Ohio, by David Tanner guardian of Charlotte Tanner and Alva C. Tanner, and is now pending, wherein said Charlotte and Alva C. by their said guardian demands partition of the following premises situate in Union county Ohio, and bounded and described as follows: part of survey No. 1065 patented to John Overton beginning at a red oak and two ashes north west corner of lot No. 4 of said survey, thence north 78 east 160 poles to a white oak beech and hickory, thence south 12 east 59 poles to a stake in the line of said lot, thence south 78 west 160 poles to a stake in the original line of said survey, thence north 12 west 59 poles to the beginning, containing fifty-nine acres more or less; and that at the next term of said court application will be made by said guardian on behalf of said Charlotte and Alva C. for an order that partition of said premises may be made.

COATS & PORTER, att'ys for pl'tff.

May 2, '55—n34w4pf$3,75.

Saml McBratney makes oath and says that he is the ~~[illegible]~~ publisher of a paper entitled the "Marysville Intelligencer", that the annexed notice was published in said paper for the term of four weeks successively, subsequently to May 2d 1855, that said paper is published in Union County Ohio, and is in general circulation in the same

S. McBratney

Sworn to and subscribed before me this 18th day of June 1855

Taber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0063

No. SS-CV-63

Union Common Pleas Court.

James Martin
Plaintiff,

AGAINST

Columbus, Piqua, Ind. R.R.
Defendant.

JUN TERM. 1856

JUDGMENT VS DEFENDANT

$350.60

Journal	6	Page	93
Record No.	7	Page	4462
Ex. Doc.	B	Page	306

Law

James Martin
vs.
The Columbus Piqua
& Indiana R.R. Co.

22

Recorded in
book 7
p 446

James Martin

vs

The Columbus, Pyne & Indiana Rail Road Co

Petition

Some notice to the defts

Amt claimed $250.

J. M. Nelson Pltffs Atty

Filed May 2d 1853

Gaber Rondall Clerk

James Martin
plantiff
against
The Columbus, Pigna & Indiana Rail Road Company
defendants

Court of Common Pleas
Union County, Ohio
petition

The plantiff James Martin says that on or about the first day of October AD 1851 the defendants ~~[illegible]~~ the Columbus, Pigna & Indiana Rail Road Company made a fill on their Rail Road through the plantiffs farm on which he now resides in Darby Township in Union County Ohio, and in making said fill the defendants dug a ditch on both sides of their said Rail Road, and made a sluice way under said Rail Road and by means of said ditches & said sluice way a large quantity of water which therefore was carried off in other directions off of plffs said premises were drawn upon the plantiffs said farm and run through his fields and overflowed his said farm at different times since said first day of October 1851 and this 2d day of May and washed away his soil and other injuries has done to the plantiffs said farm and to the plantiff to the amount of at least two hundred and fifty dollars

The said ditches & sluice way were ~~are~~ dug by the said defendants by its different agents without the authority of the plantiff but on the contrary, the plantiff says

that when he gave an article of agreement to said Company for the right of way through said farm for said Rail Road the conditions expressed in the article is expressly the plaintiff verily believes & directly alleges and positive that the water coming down should not be drained upon the plaintiffs land but should be conducted off either into Hay Run or to the East down the line of the road in other words that no water was to be allowed to accumulate & flood the plaintiffs said farm - said article of agreement is in the defendants possession & not in plaintiffs possession

The plaintiff claims a damage done to him up to this 2d day of May 1855 by the defendants by means of the defendants said unlawfull flooding his said land & thereby destroying his fields & his crops of grain and grass. to the said sum of two hundred & fifty dollars & therefore asks judgement from the defendants in the said sum of two hundred & fifty dollars &

James W Robson
Plffs Atty

The state of Ohio Miami County ss
I. James Martin being sworn do say I believe all of the statements in the above petition are true

James Martin

Sworn to before me & in my presence subscribed by James Martin this 2d day of May 1855
Saber Randall Clerk

James Martin

vs

The Columbus Piqua & Indiana Rail Road Co,

Amount claimed
$250,00

Filed May 21st 1855
Saber Randall Clerk

2

Robinson

Received this writ May 8th A.D. 1855
The Superintendent of C. P. & I. R. R. was not found in Union County but a certified copy of this writ was delivered to him by a private person on the 17th day May A.D. 1855

Fees
Service, $3
Copy 1,25
Return 0,25
1,50

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify The Columbus Piqua & Indiana Rail Road Co., that they have been sued by James Martin in the Court of Common Pleas of Union County, and that unless they answer by the 9th day of June A. D. 1855 the petition of the said James Martin against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 21st day of May A. D. 1855.

Witness my hand, and the seal of said court this Eighth day of May A. D. 1855

Saber Randall

Clerk of the Court of Common Pleas of Union County.

22

James Martin

vs

The Columbus, Pigna & Indiana Rail Road Co

Amended petition

3

Filed Dec. 26th 1833

Saber Randall Clk

Make copy & mail
to Orman & Corwin
Indiana

James Martin
plaintiff
agst
The Columbus, Pigna & Indiana Rail Road Company
defendants

Union County Ohio
Court of Common Pleas
Amended petition

The plaintiff James Martin now comes and by leave of the court files this his amended petition and says that said defendant is an incorporated company duly incorporated under an act of the General Assembly of the state of Ohio, for the purpose of constructing and using a Rail Road, from Columbus Ohio through Union county Ohio and terminating westerly therefrom; that the said Road was located upon and through the plaintiffs farm on which he resides; that the plaintiff donated to the defendant the right of way through his said farm upon certain conditions, to wit, among others that the water should not be drawn upon his said farm by means of a sluice way or side ditches, and the water should not be permitted to accumulate upon his said farm, the inducement and consideration for the assignment of said right of way was that the plaintiffs said land should be drained; That the defendants did unlawfully at the time in said petition mentioned, cut side ditches along the side of their said road and make a sluice way under said road in such manner as to draw upon the plaintiffs said farm a large quantity of water which previously there to passed off in other directions without coming upon plaintiffs said land, and did thereby overflow the plaintiffs said land

and washed away the soil thereof and destroyed his corn crop growing therein; that said overflowing and washing has continued more or less ever since the cutting of said ditches and making said sluice way and has damaged the plaintiff said farm and his crops to an amount not less than five hundred dollars up to the 2d day of May AD 1855 That said ditches and sluice way were made under the direction of the said defendant by their different agents and the same are continued by said defendant although the plaintiff has frequently notified the defendant that the same were causing great damage and the defendant well knew the same

The plaintiff therefore asks a judgement against the defendant for the sum of five hundred dollars. his damages sustained by reason of the overflowing and washing, caused as aforesaid up to and 2d of May 1855

James W Robinson
Pltffs Attorney

The state of Ohio Union County ss

James Martin being sworn according to law says that he believes all the statements in the above amended petition are true

James Martin

Sworn to before me and subscribed by him in my presence ~~before me~~ this 26th day of December AD 1855

Zaber Randall Clerk

James Martin

vs

Columbus Piqua & Indiana

Rail Road Co.

Suit brought for five hundred dollars damage for overflowing Plaintiffs land contrary to contract

4

Filed Dec. 3rd 1855

Saber Randall Clerk

J. W. Robinson
Atty for Plff.

Served Nov 29 1855 by leaving with M. G. Mitchell President of the Columbus Piqua and Indiana Rail Road Company a certified copy of this writ

S. E. Hutton
Shff

Fees	35
Mileage	80
Leaving notice & copy	55
Return & Postage	13
	$1,83
Copy of writ	20
	$2,03

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Miami COUNTY, GREETING:

You are commanded to notify The Columbus Piqua & Indiana Rail Road Company that They have been sued by James Martin in the Court of Common Pleas of Union County, and that unless the answer by the 29th day of December A. D. 1855 the petition of the said James Martin against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 10th day of December A. D. 1855.

Witness my hand, and the seal of said court this 21st day of November A. D. 1855

Faber Randall

Clerk of the Court of Common Pleas of Union County.

James Martin

Col P. & I R R Co

9490
8538
952
200
11,52

991
111
991
276 4
1811
9160
991

James Martin
vs
The Columbus Piqua & Indiana Rail Road Company

} Brown County, Common Pleas

The defendant will take notice that the plaintiff will testify at the trial of this case

Also to produce at the trial of this case any and the article of agreement made by plaintiff with the defendants respecting the right of way for said the Rail Road of said company through the plaintiffs farm in Brown County Ohio on which he resides at this time and unless he does verbal testimony will be produced respecting its contents at the trial of the above case

James W Robson
Plff Atty

Service acknowledged Apr 2/56

Morris Morris
Atty

Martin
vs
Cob. P. & Ia R. R. Co

Sub fa Pltff's wrt.

Filed March 29th 1856
Laber Ranzau Clerk

Robinson for
Pltff

Received this writ March 11th A.D. 1856 and served the same March 25th A.D. 1856 by reading this writ in the presence of James Martin & John C. Polly and by leaving certified copies of this writ at the residence of John W. Robinson & Lucius Low

Fees Service	.50
Mileage	1.30
2 copies	.50
Return	.10
	$2.40

William H. Robb Sheriff

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Martin Lucus Low John W. Robinson & John C. Jolly

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

James Martin is Plaintiff, and

Col, P. & Ia R, R, 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 11th day of March A. D. 1856

Taber Randall Clerk.

COMMON PLEAS OF THE COUNTY OF UNION

James Martin
vs
The Columbus Piqua &
Indiana Rail Road Company

Court of Common Pleas
Miami County Ohio

The defendant is
notified that the plaintiff will
testify at the trial of the
above case

To the president
of the Col. P. & Ind. R. R. Co
Oct 6th 1855

James W Robinson
Pltffs Atty

Served Oct 24 1855 by leaving a certified copy of this notice with the Secretary of the Columbus Piqua and Indiana Rail Road the President not being in my Bailiwick at the time of serving

S. E. Shetter Sh'ff

Filed Dec 3rd 1853
Allen Rancale Clerk

Served the within notice by leaving with M. G. Mitchell the president of the Columbus Pyna & Indiana Rail Road Company within named a certified copy thereof on the 29 day of November A.D. 1853

S. E. Hustler Sheriff Mg. Co.

James Martin
vs
The Columbus Piqua and
Indiana Rail Road Company

Union Comty Ohio
Court of Common Pleas
Notice

The defendant is
hereby notified to
deliver in court at the next term of said
court, the writing executed to defendant
by plaintiff releasing right of way through
pltffs farm in said comty; to be used
at the trial of the above case, otherwise parol
testimony will be used to prove its contents

James W Johnson
Pltffs Atty

Martin
vs
Col. Pig. & Sa.
R R Co,

Pet. for Deft's
witness

Lima June 9th 1856
Saber Randall
Clk

Received this writ June 6th AD. 1856
and served the same June 7th AD. 1856
by reading the within writ in the
presence of Moses P. Rice and by
leaving certified copies of this writ at the
residence of Aaron Doolittle & Joseph
Brown. A. H. Thomas is not found

Fees. Service	.50
2 copies	.40
Mileage	.90
Return	.10
	$1.90

William H. Robb Sheriff
by William M. Winget Dept Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon

Moses P. Rice Aaron Doolittle
A. H. Thomas & Joseph Hawn

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 pending wherein James Martin is Plaintiff, and Col, Pi, & Sa, Rail Road Company Defendant, and 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 6th day of June A. D. 1854.

Taber Randall Clerk.

Verdict

Filed June 12th 1856
Saber. Randall
Clerk

We the jurors give the plaintiff three hundred and fifty dollars Signed

C B Morse

Foreman

D. B. 306

James Martin
vs
Col. Pig. & Ala R R Co.

Debt $350,00
Costs 43,35
this writ 70

Filed Sept 18th 1856
Laban Randall Clerk

Robinson for Plff
Recorded

Received this writ July 26th A.D. 1856
No goods or chattles lands or tenements found whereon to levy

Fees. Service 35
Mileage 25
Return 10
.70

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* 12th *day of* June *A. D.* 1856, James Martin

recovered against

The Columbus, Piqua & Indiana, Rail Road Company

as well as the sum of three hundred & fifty *dollars and*

cents for his *debt, as the sum of*

dollars and *cents, for*

damages; as also the sum of $43.35 *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 Columbus Piqua & Indiana Rail Road Company

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 12th *day of* June *A. D.* 1856 *until paid, also the sum of* $0.70 *the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.*

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

Witness **TABER RANDALL**, *Clerk of said Court,*

at the Court House aforesaid, this 26th *day of* July *A. D.* 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Martin
vs,
Col, Pig, & Ia R.R. Co,
Sub, for Pltffs
witnesses

Filed June 6th 1856
Saber Randall Clerk

Received this writ May 30th A.D. 1856
and served the same June 2d A.D. 1856
By reading the within writ in the presence
of John C. Colley & John W. Robinson
and by leaving a certified copy
thereof at the residence of Lucus Low

Fees. Service	38
Mileage	1.40
Copy	.20
Return	.20
	$2.18

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY:

We command you to summon Lucius Lowe, John W. Robinson v John C. Jolly

to be and appea 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 12th day of next term at 10 o'clock, A. M., to testify and the truth to speak on behalf of Pltff in a certain controversy in said court pending wherein James Martin is Plaintiff, and The Col, Pig & Sa R.R. Co, Defendant, and 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 30th day of May A. D. 1856.

Taber Randall Clerk.

Civil/Domestic Case File

Case No. 1855-CV-0064

No. SS-CV-64

Union Common Pleas Court.

Moses A. Rice
Plaintiff,

AGAINST

Ira C. Johnson
Defendant.

June 1855

JUDGMENT VS DEFENDANT

$1326 78

Journal 5 Page 424

Record No. No Record. Page

Ex. Doc. B Page —

74

Law

Moses P. Rice
vs
Ira C. Johnson

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Moses P. Rice

vs

Ira. C. Johnson

Petition

Issue a summons returnable according to law

Amount claimed of defendant $176.61 with ten per cent interest from January 27th 1853

J W Robinson
Pl's Atty

Filed May 3rd 1855
Faber Randall Clerk

Settled & costs paid June 29th 1855

Rott 1.26
Randall 3.75

Moses P Rice
Plaintiff
against
Ira C Johnson
Defendant

Court of Common Pleas
Union County Ohio
Petition

Moses P Rice Plaintiff says there is due to him from Ira C Johnson defendant on his promissory note (a copy of which is here to attached marked No. 1) the sum of One thousand dollars with interest at ten per cent from January 27th 1855

2 The plaintiff also says there is due him from the defendant on the promissory note of the defendant (a copy of which is here to attached marked No. 2) the sum of seven hundred and sixty seven dollars and sixty one cents with interest at ten per cent from January 27th 1855

Whereupon the plaintiff asks judgment against the defendant for seventeen hundred and sixty seven dollars & sixty one cents with interest at ten per cent from January 27th 1855

James M Robinson
Pltffs Atty

Copy of the note above refered to marked No. 1
"One day from date I promise to pay M. P. Rice or bearer the sum of One thousand dollars for value rec with ten per cent interest until paid January 27th 1855
$1000 I C Johnson

over

Copy of the note within referred to marked No. 2

"On the first of March I promise to pay M P Rice or bearer the sum of seven hundred and sixty seven dollars & 61/100 for value rec with ten per cent interest from date

January 27th 1855

$767.61 D C Johnson

The State of Ohio
Miami County ss

Moses P Rice being sworn says he believes the statements of the within and foregoing petition are true

Moses P Rice

Sworn to before me & subscribed in my presence by Moses P Rice this 3d day of May AD 1855

Saber Randall Clerk

Robert Welsh
vs
Gordon Winkley

Amount claimed
$410,07 with interest
from the first of
October A.D. 1832

Filed May 21st 1835
Saber Randall Clerk

Hamilton & Lincoln

Received this writ May 9th A.D. 1835 and served
the same May 14th A.D. 1835 by delivering a certified
copy of the writ and a true copy of the within
Mandate, to Gordon Winkler

Fees Service 25
Copy 25
Mileage 50
Return

Received any fees $1,05
William H. Rockhill Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Corydon Winkle that he has been sued by Robert Welsh in the Court of Common Pleas of Union County, and that unless he answer by the 9th day of June A. D. 1855 . the petition of the said Robert Welsh against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 21st day of May A. D. 1855.

Witness my hand, and the seal of said court this 9th day of May A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0065

No. 55-CV-65

Union Common Pleas Court.

Standish Colver
Plaintiff,

AGAINST

John S Kohl
Defendant.

JUN TERM. 1856

JUDGMENT VS DEFENDANT

$2 00 02

Journal 6 Page 55

Record No. 7 Page 469

Ex. Doc. B Page 110

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Law

Standish Colver

vs.

John S. Kohl

D.B. p. 110

Journal 6 p. 55

Amt $200.02

Recorded in book 7
page 469

355,54

Robb 32
Roundale 5, 80

Acknowledgement to the Mortgage

The State of Ohio Muskingum County ss.
Before me Barnett Bennett a justice of the Peace in and for said County personally appeared the above named John S. Roth and acknowledged the signing and sealing of the above Mortgage to be his voluntary act and deed this 16th day of February 1854

Barnet Bennett J.P.

Hamilton Whery
vs
Otho V. Roth
Petition

Plaintiff's claim
exclusive of costs
~~$~~
Amount of claim
$30.00 with interest
from the 16th day of Feb.
1854
Hamilton Whery
per attorney

Filed May 4th 1855
Walter Mendall Clerk

B. 1 - 492 3

Copy of the Mortgage

Know all men by these presents that I John S Kohl of Knox County State of Ohio in consideration of the sum of Four hundred ~~and~~ fifty dollars to me in hand paid by Dorsey Scott of the same place have bargained and sold and do hereby grant bargain sell and convey unto the said Dorsey Scott his heirs and assigns forever the the following lot being one of lot No 23, (twenty three) in the town of Newton County of Union, State of Ohio as recorded on the town plat of said town, together with all the appurtenances thereunto belonging

To have and to hold the said premises with the appurtenances unto the said Dorsey Scott his heirs and assigns forever. Provided always and these presents are on this condition that whereas said John S Kohl hath executed to said Dorsey Scott his promissory notes of even date herewith for the payment of the following sums of money at the times following; One hundred dollars on the first day of May next, one hundred and seventy five dollars on the first day of May AD 1853 and one hundred and seventy five dollars on the first day of May 1854, with interest on the last two notes or payments.

Now if the said John S Kohl shall pay said several sums of money to said Dorsey Scott or his assigns when the same respectively become due with the interest then these presents to be void otherwise to remain in full force.

In testimony whereof the said John S Kohl has hereunto set his hand and seal this sixteenth day of February in the year of our Lord one thousand eight hundred and fifty four

Executed in presence of
Barnet Barnett
David Rayner

John S Kohl (Seal)

that he believes the statements of the foregoing petition to be true

D Standish Calver

Sworn to by Standish Calver, ~~xxx~~ before me, and signed by him in my presence this 4th day of May 1855.

Zaber Randall Clerk

Copy of the notes. — 1st note

$175,00

On the first day of May AD 1855 I promise to pay Dersey Scott or bearer, One hundred and seventy-five dollars for value received, with interest from date

Feb may 16, 1854 } John S Kehl

$175 00, 2d note

On the first day of May AD 1855 I promise to pay Dersey Scott or bearer one hundred and seventy-five dollars - for value received, with interest from date

Feb may 16 1854 } John S Kehl.

Standish Culver plaintiff } Court of Common
against } pleas Miami County Ohio
John P. Stohl } Petition

Plaintiff says that on the 16 day of February 1854 the defendant executed and delivered a deed of mortgage, conveying to Jersey Scott the following property — being all of lot No 23 (twenty three) in the town of Newton, County of Miami, State of Ohio, as recorded on the town plat of said town; to secure the payment of a debt evidenced by his three notes to said Jersey Scott the first for one hundred dollars due May first 1854 the second due and payable May 1st 1855, for one hundred and seventy-five dollars, the 3d for one hundred and seventy-five dollars due and payable the first day of May 1856, and all dated the 16th day of February 1854, and the last two bearing interest from date.

The mortgage was recorded in the recorders office of Miami County on the day of 1854 by Book one Mortgage record page 492, 493

A copy of the mortgage is herein attached.

Plaintiff further says that the last two notes above said were assigned to him by said Jersey Scott, for a valuable consideration, that the first of said notes is due and no payment has been made thereon. A copy of said last two mentioned notes is herein attached. Whereupon the plaintiff prays judgment of the court for one hundred and seventy-five dollars with interest from the 16th day of February 1854; and also for the sum of one hundred and seventy five dollars with interest from the ~~xxx xxx~~ 16th day of February 1854, for the sale of the mortgaged premises to pay said debt, and for other proper relief.

Standish Culver

~~Sworn to by Standish Culver, and~~
Standish Culver being sworn says

Personally appeared before me, George Lincoln, a Notary public in and for Union County Ohio, Standish Colver and made oath that he has a right of action against John S. Kohl, which relates to real property, in Union County Ohio, to wit; a right to foreclose a mortgage on lot No 23 in the town of Marysville in said County, as assignee of Dorsey Scott, to whom the said Kohl executed said mortgage, that said John S Kohl is a non-resident of this State, and service of a summons cannot be made upon him in this State. All of which said affiant verily believes

Standish Colver

Sworn to by Standish Colver ~~before~~ me, and signed by him in my presence this 4th day of May 1865.

Geo Lincoln N. Public

Proof of publication

NOTICE.

JOHN S. Kohl is hereby notified that Standish Colver filed a petition in the court of common pleas of Union county, Ohio, where said petition is now pending, on the 4th of May, 1855, the object and prayer of which is that said court will give judgment against the said John S. Kohl for the sum of one hundred and seventy-five dollars with interest thereon from the 16th day of February 1854, and one hundred and seventy-five dollars with interest from the 16th day of February, 1854, the said first mentioned sum being due on a note made by said Kohl to Dorsey Scott on the 16th of February 1854, and due the first day of May 1855, and secured by a mortgage on lot No. 23 in the town of Newton, Union county, Ohio, and the said last mentioned sum being on a note also secured by said mortgage on said lot No. 23 in said town of Newton; and further, the said Kohl is hereby notified that said petition prays for the sale of said lot, that the undersigned is the assignee of said notes for a valuable consideration; and that he is hereby required to answer said petition on or before the 7th day of July, 1855, or said petition will be taken as true and judgment rendered accordingly.

STANDISH COLVER,
by his att'ys HAMILTON & LINCOLN.

May 9, '55—n34w6pf$5,25.

Samuel McBratney being duly sworn says, that a copy of the above notice was published ~~on the~~ six consecutive weeks before the 17th day of July A.D. 1855 in a newspaper called the Marysville Tribune, and that said newspaper was then in general circulation in the County of Union Samuel McBratney

Sworn to before me ~~Saber Randall~~ and subscribed in my presence this Oct. 16th 1855

Saber Randall Clerk

Received this writ January 3d A.D. 1856
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 23d day of February A.D. 1856 it being the time said property was advertised to be sold I offered the same for sale according to law and sold it to Standish Colver for three hundred & fifty five dollars and thirty four cents he being the highest and best bidder for the same and it being two thirds of the appraised value thereof.

Fees, Service	1.55
Advertisement	1.25
Printers fee	2.00
Return	20
Poundage	3.50
	$6.50

William H. Robb Sheriff

Sheriff's Deed
to
John S. Neal
Order of Sale
Filed March 3 1856
John Monroe Clerk
Recorded
Hamilton Pinson
for Deed

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the October Term of the Court of Common Pleas Continued and held for said County on the 16th day of October A.D. 1855 in a certain Cause therein pending Wherein Standish Colver is Plaintiff and John S. Rohl defendant, the Court Ordered that you expose to Sale the premises in the petition described as follows to wit, being all of Lot No. 23 in the Town of Newton in the said County of Union State of Ohio

To satisfy said plaintiff in the sum of one hundred and seventy nine dollars and eighty cents with Interest thereon from the 16th day of October A.D. 1855 until paid together with the Costs on said decree taxed at $ and also the accruing costs

And make due return of this writ in sixty days

Witness Saber Randall Clerk of our said Court at Marysville this 3d day of January A.D. 1856

Saber Randall Clerk

Received this writ October 29th 1855 and on the 1st day of November A.D. I caused the within described real estate to be appraised by the oaths of William Berrien Luther Weston & L. J. Paul at five hundred & thirty three dollars. Advertised the same at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards to wit on the 15th day of December A.D. 1855 it being the time said property was advertised to be sold, I offered the same for sale according to law but it did not sell for want of bidders

Fees Service	.35
calling Inquest	1.00
Appraisers fee	1.50
Mileage	.50
Advertisement	.25
Copy of Appr.	.50
Printers fee	2.00
Return	.20
	$6.30

William H. Robb Sheriff.

Filed Dec. 20th 1855
Silas Manson Clk

Filed records

Alexander Lincoln
State of Ohio

A. D. 110

Stanislas Butler
vs
John S. Stalle

Order of Sale

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the October Term of the Court of Common Pleas continued and held for said County on the 16th day of October A.D. 1855 in a certain Cause therein pending Wherein Standish Colver is plaintiff and John S. Kohl defendant the Court ordered that you expose to sale the premises in the petition described as follows to wit being all of Lot No. 23 in the Town of Newton in the said County of Union and State of Ohio.

To satisfy said Plaintiff in the Sum of one hundred and seventy nine dollars and eighty cents with Interest thereon from the 16th day of October A.D. 1855 until paid together with the costs on said decree taxed at $ and also the accruing costs.

And make due return of this writ in sixty days

Witness Saber Randall Clerk of said Court at Marysville this 29th day of October A.D. 1855

Saber Randall Clerk

D. B. 110

Standish Culver
vs
John S. Kohl

Debt	$200.02
Costs	2.96
this writ	70

Paid June 10th 1856 $137.45/100

Rec'd Apr 5/59 5 P.M.

Filed May 16. 1859
Tabor Randall Clk R

Recorded

Hamilton & Lincoln Pltffs Attys

Thos Thos rec'd April 5/59
No goods, chattels, lands or tenements
of the within named Defendant
found whereon to levy
Wm Bell Jr Shff
Acting C. Chas.
Fees 1.00

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Licking COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county of Union aforesaid, begun and held at the court house in the town of Marysville, on the 10th day of June A. D. 1856,

Standish Culver recovered against John S. Kohl

as well as the sum of Two hundred dollars and two cents for his debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages;~~ as also the sum of $2 96 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 S. Kohl

you cause to be made the debt, ~~damages~~, and costs aforesaid, with interest thereon from the 10th day of June A. D. 1856 until paid, also the sum of $0 70 the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 1st day of April A. D. 1859.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Civil/Domestic Case File

Case No. 1855-CV-0066

No. 55-CU-66

Union Common Pleas Court.

Wm Woods et al
Plaintiff,

AGAINST

Calvin Hill et al
Defendant.

OCT TERM. 1855

DECREE FOR PLAINTF

Journal 5 Page 439

Record No. 7 Page 257

Ex. Doc. 13 Page 138

75 18

Law

Wm Wood Ets
vs
Calvin Hill Ets als

Record
Cost bill
[illegible]
for [illegible]
Oct 16 [illegible]

D. B. p. 138
Recorded in Book 7
page 257

$$\begin{array}{r} 350 \\ 125 \\ \hline 750 \end{array}$$

William Wood et als

vs

Calvin Hill et als

petition

Issue summons
returnable according
to law

J W Robinson
pl'ffs Atty

Filed May 5th 1835
Lewis Randall Clerk

Recorded

William Wood
Mary Wood
Leonard Windsor
Arabel Windsor
James Dunlap
Sarah Dunlap
Robert Dunlap
Jane Dunlap, Plaintiffs
against
Calvin Hill
Samuel G Smith
Charles Smith defendants

Court of Common Pleas
Union County Ohio

Petition

The plaintiffs William Wood Mary Wood Leonard Windsor & Arabel Windsor, James Dunlap Robert Dunlap & Jane Dunlaps say they are entitled to the possession of a tract of land in said County of Union, Ohio described as follows part of the west half of survey No 3689 beginning at two sugars in the N. W. corner of said survey thence S. 81½ E with the survey line 126 poles crossing the road at 94 poles to a stake planted by Wm B Irwin as the corner of the East half of said survey thence with the line of said Irwins survey N. 82 W. 126 poles crossing the road at 4 poles to a stake 10 poles S. & W. from the S. W. corner of the 100 acres now in the possession of Charles Smith thence with the survey line 156 poles to the beginning containing 122 acres & 138 poles more or less

That the defendants Calvin Hill Samuel G Smith & Charles Smith wrongfully withhold the same from

the possession of the ~~plaintiffs~~ plaintiffs and for six years have unlawfully kept the plaintiffs out of the possession of the same

Whereupon the plaintiffs ask judgement against the defendants for the recovery of the land and one hundred dollars damages for being kept out of the possession & for other proper relief

James W Robinson
Pltffs Atty

Marion County Ohio
I James W Robinson being sworn do say that I am the Attorney of the above plaintiffs in this behalf & that the plaintiffs are all non residents of Marion County & I believe the statements in the foregoing petition are true

James W Robinson

Sworn to & subscribed before me & in my presence by J W Robinson this 5th day of May 1855. Zaba Randall Clerk

Marysville

Ws. 2/3 to Pltff & 1/3 to S. G. Smith Deft
Costs to be taxed as above stated

William Woodbridge
vs
Calvin Hill et als

Filed May 14, 1855
John Vancleve Clerk

Recorded

J. M. McKinney
Atty.

Received this writ May 5th A.D. 1855 and served the same May 12th A.D. 1855 by leaving a certified copy of this writ at the residence of Charles Smith & one at the residence of Samuel G. Smith. By order of Attorney for Plaintiff not served on C. Hill

Fees Service	.75
Copies	.50
Mileage	.60
	$1.85

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Calvin Hill Sam'l G. Smith & Charles Smith that they have been sued by Wm Wood Mary Wood Leonard Windsor Anabel Windsor James Dunlap Sarah Dunlap Robert Dunlap and Jane Dunlap in the Court of Common Pleas of Union County, and that unless they answer by the 2d day of June A. D. 1855 the petition of the said William Wood Mary Wood Leonard Windsor Anabel Windsor James Dunlap Sarah Dunlap Robert Dunlap & Jane Dunlap against them filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 14th day of May A. D. 1855.

Witness my hand, and the seal of said court this 5th day of May A. D. 1855.

Jaber Randall

Clerk of the Court of Common Pleas of Union County.

D. B. 138

Wm Wood et, als
vs
S. G. Smith

I acknowledge service of the within writ this 16th day of July AD 1857
S. G. Smith

Filed July 24th 1857
Saber Randall Clerk

Received this writ July 15th AD. 1857 and the same was served July 16th AD. 1857 by S. G. Smith acknowledging service thereof over his signature

J. W. Robinson for Plff

Fees. Service 1.00
Return .10
$ 1.10

William H. Robb Sheriff

The State of Ohio Union County ss

To the Sheriff of Union County Greeting

Whereas William Wood, Mary Wood Leonard Windsor, Anabel Windsor, James Dunlap Sarah Dunlap, Robert Dunlap & Jane Dunlap on the 16th day of October A.D. 1855 in our Court of Common Pleas within & for the County of Union by Judgement of the same recovered against S. G. Smith the lands & tenements herein described as follows to wit being Six acres & 130 poles beginning at the S. West corner of the Charles Smith lot thence with the Survey line S 8 W 10 poles to the corner of the lot assigned to Joseph Dunlap by the Court of Common Pleas of Union County Ohio thence with this line S 82 E 122 poles to the center of the road thence northerly with the road to the corner of Charles Smith's lot thence with his line N 82 W, 120 poles to the beginning containing Six acres & 130 poles more or less.

Therefore we command you that without delay you case the said William Wood Mary Wood Leonard Windsor, Anabel Windsor, James Dunlap Sarah Dunlap, Robert Dunlap & Jane Dunlap to have possession of the said lands & tenements aforesaid with the appurtenances.

And of this writ make legal service and due return

In Witness Whereof I have hereunto set my hand & affixed the Seal of said Court at Marysville this the 15th day of July A.D. 1857

Taber Randall Clerk

Civil/Domestic Case File

Case No. 1855-CV-0067

Civil/Domestic Case File

Case No. 1855-CV-0068

No. 55-CV-68

Union Common Pleas Court.

Robert Walsh
Plaintiff,

AGAINST

Gordon Winkler
Defendant.

OCT TERM. 1855

October 1855

JUDGMENT VS DEFENDANT

Journal 5 Page 441

Record No. No Record. Page

Ex. Doc. Page

77

Law

Robert Welsh
vs
Corydon Winkler

[illegible]
[illegible]
[illegible]

Robb 1 ~~31~~
Randall 2 59
$3 90

Paid me by Denton
June 27th 1833
Seth Rainwater

115
16
131

Robert Welsh pltf
v
Coryden Winkler
Petition

Clerk issue summons returnable according to law.
Amount claimed $410.07, with interest from the first of October 1852.
Hamilton & Lincoln
pltf's attorneys

Filed May 9th 1855
Silas Randall clerk

Silas A Coats
Paid
$5 accepts

Robert Welsh plaintiff } Court of Common Pleas
against } Union County Ohio
Cayden Winkler defendant } Petition

Plaintiff says that on the first day of October 1852, the defendant executed and delivered to Lewis Miller a deed of Mortgage conveying to said Miller the following land; viz: part of entry No 12472, patented to Mary Vance for 1605 acres, bounded as follows, beginning at two swamp ashes in the South original line of said Survey, and southwesterly corner to Moses Drake thence with said Drake's line north 96 128 poles to two beeches & one ironwood northwesterly corner of said Drake's land, thence N 83° W 113 poles to two sycamores and a beech; thence S 7 W 120 poles to a hickory and ash, in the South original Survey, and corner of Elbry Reeds land, thence with the said line of said Survey, S 83 E 113 poles to the beginning containing eighty-six & two thirds acres, be the same more or less. to secure the payment of a debt evidenced by two notes bearing date the 1st day of October 1852; payable to said Lewis Miller the first for $136,69 due on the first day of April 1853; the second due the first day of April 1856, and both bearing interest from date;

A copy of the notes is hereunto attached.

Said mortgage was recorded in the recorders office in Union County Ohio on the 4th day of October 1852 at 8 o'clock M.M. in book No 1, Record of Mortgages. A copy of the mortgage is hereunto attached.

The plaintiff further says that the said notes were assigned heretofore to him for a

valuable Consideration, and that, he is the real party in interest therein; that the first of said notes is due, and that no payment has been made thereon.

Wherefore he prays the judgement of the Court for one hundred and thirty six 69/100 dollars, with interest from the first day of October 1852; and the sum of two hundred and seventy-three 38/100 dollars with interest from the same time; and also for the sale of the mortgaged property, to pay said debt, and for other proper relief.

Robert Welsh by his
Attorneys Hamilton & Lincoln.

Union County Ohio S.S.

Robert Welsh being sworn, says that he believes the statements of the foregoing petition to be true.

Robert Welsh

Sworn to by Robert Welsh before me
and by him signed in my presence
this 9th day of May 1855.

Isaac Randall Clerk

Endorsed Lewis Mitten

Copy of Notes — $136,69. On or before the first day of April AD 1853 I promise to pay Lewis Mitten or order the sum of one hundred and thirty-six dollars & sixty nine cents with interest, it being for value received this 1st day of Oct, AD 1852.

Cornelius Winkler.

Endorsed Lewis Mitten

$273,38. On or before the first day of April AD 1856, I promise to pay Lewis Mitten or order the sum of two hundred and seventy three dollars and thirty eight cents with the interest - it being for value received this 1st day of October AD 1852

Cornelius Winkler.

Know ye that I Corydon Winkler for the consideration of Five hundred & forty six dollars and seventy six cents in full satisfaction of do give, grant bargin & convey unto Lewis Mitten the following described tract or lot of land situate in the township of Liberty County of Union and in the State of Ohio and is bounded as follows: to wit, It being a part of a survey of Virginia Military on the waters of Mill creek No of Entry 1242 and patented to Mary Vance for 16 hundred acres the part sold to the said Lewis Mitten is bounded as follows to wit, beginning at two Swamp ashes in the south original line of said survey and southwesterly corner to Moses Dean thence with Sd Deans line north 7 E 123 poles to 2 Beaches & an ironwood north west corner of Sd Deans land thence N 83 W 113 poles to 2 sugars & a beach thence N 7 W 123 poles to a Hickory & ash in the south original survey and corner of E Reynolds land thence with the line of said survey south 83 E. 113 poles to the beginning Containing Eighty six & two thirds Acres of land be the same more or less It being the same land this day deeded from Lewis Mitten & wife this day to the said Corydon Winkler subject to all legal highways

To have and to hold the above granted and bargained premeises with the appurtenances

thereof unto the said Lewis Thinitten his heirs and assigns forever, to him and his own proper use and behoof. And I the said Corydon Winkler do for my heirs, executors and administrators, covenant with the said Lewis Mitten his heirs and assigns, and at and until the ensealing of these presents are well seized of these premises as a good indefeasible estate in fee simple and have good rights to bargin and sell the same in manner and form as above written and that the same are free from all encumbrances whatsoever; And furthermore I the said Corydon Winkler do by these presents bind myself my heirs forever to warrant and defend the above granted and bargained premises to him the said Lewis Mitten his heirs and assigns against all lawful claims and demands whatsoever And I the said Corydon Winkler do hereby remise release and forever quit claim unto the said Lewis Mitten his heirs or assigns forever;

The Condition of this deed is such that whereas the said Corydon Winkler hath this day executed and delivered to the said Lewis Mitten his three promissory notes of even date herewith first for one hundred and thirty six dollars and sixty nine cents payable on or before the first day April 1844 the second for the same amounts and due on or before the first day

of April 1855 The third & last for two hundred and seventy three dollars & thirty eight cts on or before the first day of April 1856 All with interest from date Now if the said Corydon Winkler his heirs assigns, executors or administrators shall well and truely pay the aforesaid sums of money according to the tenor thereof to the said Lewis Milten his heirs or assigns, then the above deed shall be void otherwise to remain in full force and virtue.

In witness whereof I have hereunto set my hand and seal, the 1st day of October in the year of our Lord one thousand eight and fifty two

Signed sealed and delivered
in presence of
W. Conway
James Severe

Corydon Winkler {Seal}

The State of Ohio } Before me James Severe
Knox County ss } an acting justice of the Peace in and for said county, personally appeared the above named Corydon Winkler and acknowledged the signing and sealing of the above conveyance, to be his voluntary act & deed

Given under my hand officially this 1st day of October A.D. 1852

James Severe J.P.

Moses P. Rice
vs
Isa C. Johnson

Amount claimed of defendant $1767,61 with ten per cent interest from January 27th 1855

Filed May 12, 1855
Saber Rendall Clerk

J. W. Robinson

Received this writ May 3rd 1855 and served the same May 10th A.D. 1855 by presenting a certified copy of this writ to the within named Isa C. Johnson

Fees service	35
Copy	25
Mileage	40
Return	10
	$1.70

Received my fee

William H. Rolf Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF UNION COUNTY, GREETING:

You are commanded to notify Ira C. Johnson that he has been sued by Moses P. Rice in the Court of Common Pleas of Union County, and that unless he answer by the 30th day of May A. D. 1855, the petition of the said Moses P. Rice against him filed in the Clerk's office of said court, such petition will be taken as true, and judgement rendered accordingly.

You will make due return of this summons on the 14th day of May A. D. 1855.

Witness my hand, and the seal of said court this third day of May A. D. 1855.

Saber Randall

Clerk of the Court of Common Pleas of Union County.

Civil/Domestic Case File

Case No. 1855-CV-0069

No. 55-CV-69

Union Common Pleas Court.

Wm W Woods
Plaintiff,

AGAINST

Reuben Brown
Defendant.

APR TERM. 1856

Dismissed

Journal 6 Page 16

No Record

Record No. Page

Ex. Doc. - Page

Law 33 ~~78~~

William H. Woods

vs.

Richard L. Broom.

195
150
180
525
123
648

48
75
123

Clerk Com. Pleas

Marysville

Union Co. O

580
733

147

premises, as to your honor shall seem meet

Union County Ohio S.S.

William N. Woods being sworn says that he believes the statements of the foregoing petition are true.

W. N. Woods

Sworn to by William N. Woods before me and by him signed in my presence, this 15th day of May 1855

Jabez Randall Clerk

To the Clerk: Issue summons returnable according to law. Claim, specific performance of a contract to convey Lot No 61, in the town of Marysville

Hamilton & Lincoln pltfs attorneys.

William N. Woods
v
Robert A. Barnes.
Petition
Hamilton & Lincoln
pltfs attorneys.

Filed May 15 1855
Jabez Randall Clerk

Copied

William W. Woods plaintiff
against
Robson L. Broom defendant

Court of Common Pleas Union County Ohio Petition

The plaintiff says that heretofore; viz: about the year 1850. the defendant Robson L. Broom, of Union County Ohio was the owner of the real property here described, in fee, viz: the whole of lot No 61 in the town of Marysville Union County;

That about that time the said defendant entered into an agreement with Ira Kezarter, then a resident of said town of Marysville, to sell and convey to him and his heirs said lot, by a deed of general warranty and which agreement was reduced into writing and signed by the parties; and was to the purport following; to wit; the said Kezarter was to pay to said Broom, for said lot, in installments, (the amount to be paid by said Kezarter the plaintiff does not now know or recollect,) a sum of money stated in said agreement; and on the payment thereof said Broom was therein bound to convey to said Kezarter, said lot, by a good and sufficient deed of general warranty; as would more fully appear if said written agreement were produced; but said agreement is not now in the possession of the plaintiff; and he does not know where the same is, and cannot produce it.

The plaintiff further says that subsequent to the sale of said lot by defendant to said Kezarter; to wit; on or about the first day of April 1854, the said Kezarter having paid a part of the purchase money, on said lot, and being in possession of the same and desirous of selling his interest in the same; the plaintiff

did then and there purchase entire said Kezartes interest in said lot, for a valuable consideration, which was then and there paid, in part, and subsequently entirely paid, except the ballance of the purchase money which said Kezarte owed said defendant for said lot; and further that the plaintiff and said Kezarte, agreed that the plaintiff should assume and pay to the defendant the balance of said purchase money which was then unpaid; ~~which balance was bearing interest at six percent per annum~~; that subsequently, to wit on the same day or soon thereafter, the said Kezarte & the plaintiff called upon the said defendant to ascertain the ballance due to him on said lot; and he and the said Kezarte then and there proceeded to take the written agreement and to count up the ballance then due; and found it to be about one hundred and ten dollars, as the plaintiff now recollects; and that the plaintiff then and there proposed to said defendant to give him his individual promissory note, due one year from date, and bearing interest at ten percent, as he now recollects, for said ballance, provided said defendant would convey said lot to the plaintiff, as agreed to be conveyed to said Kezarte, and his heirs, whenever the plaintiff migh call upon him, the said defendant, for the conveyance; that said defendant then and there accepted of said proposition, and in furtherance of, and to carry out the agreement thus made, the plaintiff

then and there did make a note to said defendant for the amount of said balance unpaid, which, according to his present recollection, was about one hundred and ten dollars, bearing interest, as plaintiff now remembers, at ten percent per annum; and that said note was then and there delivered to said defendant; that in consideration of the plaintiffs making his note at that time, and agreeing to pay ten percent interest thereon, said defendant delivered up to said Keyserter his obligations for the balance unpaid on said lot, and accepted of, and received said note, from plaintiff, and entered a receipt in full upon said written agreement between said Keyserter and defendant; and did then and there agree, in consideration of the plaintiffs making said note, bearing ten per cent interest, for said balance, to convey to the plaintiff said lot in the same manner as he had bound himself to convey it to said Keyserter, whenever plaintiff should request him.

Plaintiff further says that he has repeatedly and in a friendly manner called upon defendant, and requested him to convey said premises to him, which he refused to do.

The plaintiff therefore prays that the defendant, Robson L. Brown, may be decreed to specifically perform said agreement on his part, and to convey said lot to plaintiff, with such covenants as to your honor may seem fit; and that the plaintiff may have such other and further relief in the

Lamar Com Pleas

W. W. Woods Pltff

vs

R. L. Broome

Answer

Filed Nov. 15th 1855

Zabu Randall Clerk

Coats & Porter

Court of Common Pleas Union County

William W Woods pltff
against
Robson L Broome deft

Answer

Defendant answers to plaintiffs petition and says.

I That it is not true as therein alledged that defendant entered into a written agreement with Jno Regester to sell him lot No 61 in Marysville – But defendant did in the year 1849 enter into a written agreement with One James M Wilkinson, and agreed to convey said lot to him, which agreement defendant believes was transferred by Wilkinson to said Regester

II Defendant denies that he agreed and received the promissory note of Plaintiff, as a discharge and payment in full of the balance due to him on said lot from said Regester. and calls for proof.

III Defendant denies that plaintiff is in possession of said lot, or ever took possession of the same, or ever had lawful authority to take possession of the same.

IV Defendant denies that plaintiff ever requested (or demanded) a deed to plaintiff from defendant as plaintiff in his petition alledges.

Defendant answers further to plaintiffs petition & says.

1st It is true as set forth in plaintiffs petition, that plaintiff was to become responsible to defendant for the balance of the unpaid purchase money due defendant on said lot, and was to give his promissory note to defendant for said balance, with ten per cent per annum, all mistakes open to correction.

Defendant however insists that there was a mistake in the calculation made, set forth in plaintiffs petition, as the following state of facts will show

On the 18th day of August 1849 defendant entered into a written agreement with said James M. Wilkinson as guarantee. Thereby agreeing to convey said lot No 61 to said Wilkinson; in consideration whereof said Wilkinson executed his promissory note to defendant (same date) for One hundred dollars with interest at eight per cent per annum (payable annually) — That on the 20th day of April 1853 Wilkinson paid on said note to defendant ten dollars. — On the 1st day of April 1854 plaintiff executed his note to defendant for One hundred & ten dollars, ten per cent interest per annum, which amount was then supposed by plaintiff and defendant to be the whole sum due defendant on said note from Wilkinson. (Regarded paid nothing) but which by a mathematical calculation the note from Plaintiff to defendant should have been $132.00 instead of $110.00 and that sum should have been on interest at ten per cent from the said April 1st 1854.

Defendant says he has frequently informed plaintiff of said error in said calculation, but plaintiff neglects and refuses to correct the same or pay the amount of said mistake to ~~plaintiff~~ defendant

Defendant further answers plaintiff's petition and says

That on said 1st day of April 1854 on which defendant, Plaintiff and said Regester were stipulating as mentioned in said petition. That Plaintiff requested defendant to convey said lot directly to said Robert Welsh. (Plaintiff having previously sold the same to said Welsh) and defendant complying with said request and forming agreement between Plaintiff and said Welsh said about the same day executed and delivered to said —

Welsh a deed of general warranty for said lot No. 61, and thereby defendant fulfilled his part of the contract to the letter

2d Defendant says it is not in his power to make a title for said lot, it being conveyed by him to said Welsh as genuine. Yet defendant has frequently offered and is still ready, to make another deed to said Welsh repering to said former deed, in case plaintiff would correct said mistake which he still refuses to do.

In consideration of the premises, the defendant asks to be dismissed with his cost in this behalf expended.

Coats & Porter
Attys for Deft

The State of Ohio Union County ss
Robson L Broome being sworn says he believes the facts stated in the foregoing answer to be true

Robson L Broome

Sworn to by Robson L. Broome before me and signed by him in my presence this 15 day of Nov 1855

Faber Randall Clerk

W M Woods
v
R S Brown
Agreement to continue

Filed June 20 1833
Peter Randall Clerk

Court of Common Pleas Lenawee County

William W. Woods §
vs §
Robert L. Broome §

By agreement of Counsel in this Case the Plaintiff has leave to amend his petition. and defendant has leave to withdraw his demurrer now filed in the case without prejudice.

June 20th 1853

Cous & Porter
Solicitors

Union Com Pleas

William W Wood

vs

Robson G. Broome

Demurrer

Filed June 4th 1855

Saber Randall Clerk

Coats & Porter Attys

Court of Common Pleas Lenin County

William H. Woods Plaintiff §
§
vs §
§
Robson L. Browne Defendant § Demurrer

The defendant demurs to plaintiffs petition for the following reasons:

I The Plaintiff has not legal capacity to sue.

II There is a defect of parties defendant.

III The petition does not state facts sufficient to constitute a cause of action.

IV The petition is not signed by the party or his attorney as required by law.

V The petition does not give a copy of the agreement or the note therein referred to, nor shows any reason, why the same is not given.

Whereupon the defendant asks to be dismissed with his costs.

Coats & Porter Attys
for Deft

W. W. Woods
v
R. L. Brown
Amended petition

Filed September 29th 1833
Saber Randall Clerk

William W. Woods plaintiff } Court of Common
against } pleas Union County Ohio
Robson S. Broom defendant } Amended petition

The plaintiff William W. Woods says that heretofore ~~[illegible]~~; to wit; on or about the year 1850 the defendant Robson S. Broom of Union County Ohio, was owner of the real estate here described, viz: the whole of Lot No 61, in the town of Marysville in Union County. That about that time the said defendant entered into an agreement with Ira Keezartee in writing the said Keezartee then being a resident of the town of Marysville, to sell and convey to him by a deed of General warranty, said lot No 61; and which written agreement was signed by the parties; and was to the purport following, to wit; The said Keezartee was to pay to said Broom for said lot, a sum of money mentioned therein, in instalments; the amount of which instalments the plaintiff does not recollect; and on the payment thereof said Broom was to convey to said Keezartee, by a deed of general warranty said lot; all of which would more fully appear if said written agreement were produced; but the plaintiff though he has heretofore had the same in his possession, the same having been assigned to him by said Keezartee, but said written agreement is lost as the plaintiff believes, at any rate the plaintiff does not know where the same is, and cannot produce it, though he has searched diligently for the same.

The plaintiff further says that subsequently to the sale of said lot to said Keyarter; to wit; on or about the first day of April 1854 the said Keyarter having paid a part of the purchase money the amount paid the plaintiff does not recollect, on said lot to said Brown, and being in possession of said lot, and desirous of selling the same, the plaintiff did then and there enter into an agreement with said Keyarter to purchase his interest therein; and for a valuable consideration then and there paid by the plaintiff to said Keyarter, he, the said Keyarter, did sell and assign to the plaintiff his interest in said lot.

The plaintiff, by said agreement with said Keyarter to pay the ballance of the purchase money then unpaid to said Brown; that subsequently; to wit; on the same day, or soon thereafter, the said Keyarter, and the plaintiff, told said Brown of said sale to the plaintiff, and gave him notice of said assignment and sale by said Keyarter to the plaintiff, and requested the defendant to ascertain the ballance then unpaid on said lot; and the defendant and said Keyarter proceeded to count up, and ascertain said ballance due, and unpaid on said lot, and found it to be about one hundred and ten dollars, as the plaintiff recollects; and the plaintiff proposed to the defendant that he would give him his note promissory note for the ballance due to him from said Keyarter, said note bearing interest at ten percent, and due one year from date, provided said defendant would

convey said lot to the plaintiff whenever the plaintiff should so request him to do.

That the defendant did then and there accept said proposition, as made as aforesaid, and did agree to receive said promissory note, bearing ten percent interest as aforesaid, as a discharge, and payment, in full of said ballance due on said lot, and that the plaintiff proposed to pay ten percent interest on said ballance to induce the defendant to accept of said promissory note in lieu of the cash, and that it was understood and agreed between the plaintiff and the defendant that said promissory note was to be executed by the plaintiff and accepted by the defendant, as a payment in full of said ballance; and that the plaintiff did then and there make his promissory note for said amount due, bearing interest as proposed and agreed, at ten percent per annum; and that the defendant did then and there receive and accept of said promissory note as a full discharge and payment of said ballance due on said land; and did in consideration thereof promise and agree to convey said lot to the plaintiff whenever the plaintiff should request him so to do; that in consideration of the matters and facts before stated said defendant delivered up to said Kezartee his said obligations for said ballance due, and discharged him from all all liability in the premisses, and he became and was bound by said agreement with the

plaintiff, the same being a verbal agreement, and hence not being herein set forth, to convey said lot to the plaintiff by a deed of general warranty, whenever the plaintiff should request him so to do.

And the plaintiff further says that in furtherance of and for the purpose of carrying out said agreement in good faith the plaintiff took possession of said lot, and has ever since been in peaceable possession of said lot.

And further that he has repeatedly, and in a friendly manner, called upon the defendant and requested him to so convey said lot to him, which the defendant has refused, and still refuses to do.

The plaintiff therefore prays that the defendant, Robson L. Brown, may be decreed to specifically perform said agreement on his part, and to convey said lot to plaintiff with such covenants as to your honor may seem fit, and that the plaintiff may have such further relief as to your honor may seem just.

Hamilton & Lincoln
Plaintiffs attorneys.

Miami County State of Ohio S.S.
William W. Woods being sworn says that he believes the statements of the foregoing petition are true.

W. W. Woods

Sworn to by William W. Woods, before me and signed by him in my presence this 29th day of September 1856.

Saber Randall Clerk