Civil/Domestic Case File

Case No. 1830-CV-0001

No. 30-CV-1

Union Common Pleas Court.

Timothy Tailor
Plaintiff,

AGAINST

Payton Smith
Defendant.

Nov 1830
judgment Defendt.

Journal 1 Page 97

Record No. 2 Page 62

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Court Pleas Union

Timothy Taylor
vs
Peter
Peyton B Smith

Filed Jany 21st 1830

Silas G Strong
Clerk

Timothy Taylor
vs
Payton B Smith

Union Com. pleas - vacation
after Sept. T. 1829

Debt $100
Damages $100

Issue a capias & endorse suit brought on
single Bill dated March 8. 1826 drawn by deft
to pltff for ninety five dollars payable nine months
from that date also for money had & rec.d &c

Parish & Boalt

Mr Strong will please issue on the enclosed Praecipe if the Deft. live in his County as it is believed he does

Yours &c

Parrish & Boalt
Pltffs Atty

Silas G. Strong Esq.

Columbus Jany 19. 1830

Timothy Taylor Pltff
vs
Bail Bond
Joyton B Smith Deft
appearance

Filed Feby 18th 1830
Silas Strong Clk

Marysville January 23. 1830

Know all men by these presents that we Paten B. Smith and Steven McLain are held and firmley Bound unto David Hitter Sheriff of union County State of Ohio in the just and full sum of one hundard dollars Debt and one hundard dollars Damages current money of the united States to the payment of which we bind our selves our hers executors and administrators jointley and Severally firmly by these presents sealed with our seals and dated the day and year first above written

the conditions of the above obligation is such that whereas the above bound Paten B. Smith hath this day been arrested by the aforesaid David Hitter Sheriff of U. C. by virtue of a capias adrispondendum to him directed at the Suit of Timothy Dafor in a plea of debt $100 and damage $100 dollars. Now if the Said Paten B. Smith ~~and~~ shall personaly appear before the Judges of the court of common please of Said County at the Court House in Marysville on the first day of our next court of common please at ten oclock in the fornoone and enter good and Sufficient Sureal bail to said action such as the court may approve of and not to depart without leave of the Said court ~~the~~ the above obligation to be void and of none effect else to be and remain in full force and virtue in law

Paten B Smith (Seal)

Stephen McLain (Seal)

of and from the said Smith the said sum of money above demanded yet the said Smith (although often requested so to do hath not as yet paid the said sum to the said Taylor or any part thereof but the same to pay hath hitherto wholly neglected and and refused and still doth neglect and refuse to the damage of the said Taylor as he saith of $100 wherefore he brings suit &c

Parson & Avalt
Pltffs Attys

Clerk's Office
Filed May 3 1830
Teste Dodge
Clerk

Clerk's Office
Filed May 19th 1830
Teste Dodge
Clerk

To the Honorable the Court of
Common Pleas of ~~Logan~~ Union
County of the Term of April
1830

Union County p.

Peyton B Smith was attached to answer
unto Timothy Taylor of a plea that he render unto
him the sum of $ which he owes to and unjustly
detains from him; and thereupon the said Taylor by
Parish & Roalt his Attorneys complains

For that whereas the
said Smith on the eighth day of March 1826 at the
county aforesaid made and executed his single
Bill under seal by him the said Smith well executed
and signed & sealed the date whereof is the day and
year aforesaid whereby the said Smith promised, and became
bound to pay unto the said Taylor ~~or~~ bearer in nine
months from the date thereof the sum of ninety five
dollars together with legal interest thereon from ~~date~~
the date thereof for value received (which said single
Bill he the said Taylor here into Court brings, the
date whereof is the day & year aforesaid) whereby an
action hath accrued to the said Taylor to ask & demand

This suit is brought on single Bill Dated March 8th 1826
Drawn by Deft to Pltff for ninety five Dollars payable
nine months from date also for Money had & Received
&c

Plaintiff & Boatt for Pltff

Court Plea Ann

Timothy Taylor
vs
Caspar Adsom
Peyton B Smith

I have Taken the body
of the Defendant &
delivered herewith the ap-
pearance Bond with
Stephen McLaud his
Bail Feby 18th 1830

Fees	$0.35
milage	0 5
Bail Bond	50
	0.90

David Weller Sheriff U.C.

David Weller

State of Ohio
Union County } To the Sheriff of said County Greeting

We command you to take Peyton B Smith if he may be found in your Bailiwick and him safely keep so that you have his body before the honorable the Judges of our Court of common Pleas at the Court house in Marysville on the first day of our next term to answer Timothy Taylor in a Plea of Debt $100.00 & Damages $100.00 and this you shall in no wise omit and have you then there this writ

Witness Frederick Grimley President of our said Court at the Court house in Marysville this 21st Day of January AD 1830

Silas G Strong Clerk

Rec'd Feb. 1st 1831
S B Johnson Deptt
for D Walker Sheriff

Union Com. Pleas

vs

Timothy Jayton –

Ex Fi Fa at Suit of

Payton B Smith

Debt –	$100.00
Dam.	20.00
Cos	
Paid Bonds	5.00
Clerks fees	4.37½
Sheriff fees	1.77
	$131.14½

No other goods chattels lands or tenements
of property found whereon to levy
Feb 11 1831

David Walker Sheriff U.C.
By S B Johnson Deptt.

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, That of the Goods and Chattels of Peyton B. Smith

late of your bailiwick, you cause to be made the sum of $100,00 Debt & $20 00 Damages Together with $11,14¢ Costs

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th day of Nov A. D. 1830 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said Peyton B Smith

All of which Timothy Taylor has

late in the Union Court of Common Pleas, recovered against said Peyton B Smith whereof He is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Timothy Taylor his said Debt Damages & costs aforesaid to wit $131,14¢ and Interest as aforesaid —

and have you then there this writ.

WITNESS, The Honorable Frederick Grimsby — President of our said Court, at the Court House aforesaid, this 8th day of January A. D. 1831

ATTEST,

Silas G. Strong CLERK.

Union Com Pleas

Timothy Taylor
vs Fi fa for Cost
Taylor B Smith

Docket fee —	5.00
Sheriff fee —	1.77
Clerk fee —	4.69
	$10.46

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, That of the Goods and Chattels of Peyton B Smith

late of your bailiwick, you cause to be made the sum of ($11.45 3/4) Eleven Dollars & forty five cents & seven mills

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th day of November A. D. 1830 until paid; and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said Peyton B. Smith - Whose - Name Timothy Taylor

late in the Union Court of Common Pleas, recovered against him for his cost herein Expended whereof he convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Timothy Taylor the Said Sum of $11.45 3/4 Cost afore-said

and have you there this writ.

WITNESS, The Honorable Frederick Grunky Esq President of our said Court, at the Court House aforesaid, this 14th day of May A. D. 1834

TEST, Silas G. Strong CLERK.

Received Oct. 25
1831
S B Johnson
Dep for
D Willson SWC

Union Cont Pleas

Timothy Sayler
vs
Peyton B Smith
Costs

Sheriffs fees — $1.77
Clerks fees — 4.94
$6.71

I have made the
money and
paid over.

Samuel B Johnson
Dep for
David Wilson SWC

Costs received

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To take Peyton B. Smith

if he be found in your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said County, at the Court House in Marysville, on the first day of our next Term, to render unto Timothy Taylor

the sum of Six Dollars & Seventy one cents

with legal interest thereon, from the 22d day of November A. D. 1831 which Sewa Timothy Taylor has lately in our said Court recovered against him for his costs

and have then there this writ.

WITNESS, The Honorable Jonathan Gramby Esq President of our said Court, at the Court House aforesaid, this 24th day of October A. D. 1831

Attest, Silas G. Strong CLERK.

Minor 100

Minn

P. B. Smiths
note -
$95

95
5 1 0
4
128 - 0
3 2 0
250

1 12

Nine months after date I Promis to pay or Cause to be paid unto Timothy Taylor or the baner of this note the Just and full sum of Ninety five Dollars together with Legal intres from this date until paid it being vallue recivd of him as witness my hand & Seal this Eighth day of March 1826 –

Test –

H. O. Clapett

Seal

Payton B Smith

Union Com Pleas

Timothy Taylor

vs Execution

Peyton B. Smith

Debt Debt	$100.00
Damages	20 00
Costs Clk fee	4 37½
Sheriff fees	1 77
	$126.14½

Received 1856

Accepted

Charges

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you that of the Goods and Chattles of Peyton B Smith Late of your Bailwick the Sum of One hundred Dollars with Legal interest thereon to be Computed at the rate of Six per Centum per Annum from the 20th Nov 1830 untill paid ~~which Said Sum of One hundred Dollars~~ and for want of Goods & Chattles you Cause the Same to be made of the Lands tenements & hereditaments of the Said Payton B Smith which Sum of Timothy Taylor Late in our Court of Common Pleas recovered against the Said Payton B Smith whereof he is a Defendant as Appears to us of Record And have you the Said Sum of $100, together with twenty Dollars Damages therein & Eleven Dollars forty five Cents Costs therein expended ~~& have you the then this~~ Before the Honorable Judges of the Court of Common Pleas at the Court House in the Town of Marysville on the first day of their Next Term to render unto the Said Timothy [illegible] the Sum & have you then this Writ

Witness D R Swan President of Our Court Aforesaid this 24th Day of August 1836

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1830-CV-0002

No. 30-CV-2

Union Common Pleas Court.

Samuel Kazer
Plaintiff,

AGAINST

Almira Burnham et al
Defendant.

April 1830
Foreclosure
Judg vs Defendts,

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Record No. 2 Page 49

Ex. Doc. 1 Page 27

Served the within writ on Nathaniel Hazen Admr. one of the Defendants by reading the same to him in presence of David Hungry and John Monroe good & lawful men of said County, on the 5th of April 1830.
As to Almira Burnham & Albert Burnham.
"Nihil"
Fees $1.00.

David Witter Sheriff

Hazen
vs
Heirs of Jacob
Almira Burnham
Albert Burnham &
Nath. Hazen Admr.

J. E. Chaplin
Deft. Atty

Filed April 5th 1830
Silas Strong Clk

Saml Kazar Plff
vs } Scire fac
Almira Burnham
Albert Burnham
& Nathaniel Kazar
Adm of Andrew Burnh

Former writ served on
Nathaniel Kazar Admx.
& to Almira Burnham
& Albert Burnham
- Nihil.
April 6th 1830.

David Witter Shff
Fees Apl 6th 1830
Silas G Strong
Clk

creek at a stake thence S. 35° E. 135 poles to a stake in a prairi and two bunoaks on the edge of the prairi Bearing south 21 W. 3 poles 16 links distant thence S. 9 E. 14 poles to a Bunoak - thence N. 68 E. 14 poles to a stake in a prairi thence N. 26° 30 W. 102 poles to a stake on the lower Bank of the Creek thence up the Creek with its meanders to the beginning one hundred and eighty acres be the same more or less - being a part of two original surveys to wit of No. 5290 and of No. 6414 both of which were patented to Walter Dunn by the president of the United States the former on the 23rd of May and the latter on the 11th day of September 1815 as by the patents and the records of the general Land office of the United States will fully appear together with all and sin=gular the Hereditaments thereunto belonging and the reversions & reversions remainder and remainders rents issues and profits thereof to have and to hold the said premises hereby released and confirmed with the appurten=ances, and the said party of the said part and to the sole and only proper use and benefit and behoof of the said party of the second part his heirs and assigns forever provided always that these presents are upon the express condition that if the party of the first part their heirs executors and administrators do and shall well and truly pay or cause to be paid unto the party of the second part his heirs or executors or admini=strators or assigns the sum of two hundred dollars

due on two notes one dated Oct 1st 1822
the latter march 18th 1824 and both due in
current money as aforesaid together with the
interest which may accrue thereon in the
manner particularly specified in the con=
=sideration of a certain bond or obligation bear=
=ing even date herewith executed by the said
party of the first part to the said party of the
second part that then and from thence forth
these presents and every thing herein contained
shall cease and be void any thing herein to the con=
=trary in anywise notwithstanding but in case default shall
be made in the payment in the said principal
sum of two hundred dollars and the interest thereof
at the time or times as aforesaid that then and in
such case the said party of the first part for themselves
their executors and administrators doth covenant
grant promise and agree to and with the said
party of the second part his heirs executors
administrators and assigns that it shall and may
be lawful for the said party of the second part
his heirs executors and administrators or assigns
at any time or times thereafter to sell and dispose
thereof at public vendue to any person or per=
=sons whomsoever and on such sale to make
sign seal and deliver any deed or deeds of
conveyance in the law for the said purchasers
his her or their heirs or assigns forever pursuant
to the statute in such case made and provided
and out of the monies arising from such sale
or sales to keep and retain in his hands

the said sum of two hundred dollars and the interest thereof together with all costs charges and expences that shall or may be due accrue arise or happen by reason or on account of such sale or sales and the surplus money if any there shall be shall be paid on the same being demanded to the said party of the first part his heirs executors administrators or assigns. In witness whereof we this 14th day of June 1824 set our hands and seals in presence of us

Andrew Burnham (Seal)
Almira Burnham (Seal)

Elias Robinson
Reuben Hale

And whereas since the execution of the said conveyance by mortgage as aforesaid by the said Andrew Burnham and Almira Burnham the said Andrew Burnham departed this life not having paid the said sum of two hundred dollars mentioned in said condition or any part thereof and the said Andrew Burnham departed this life leaving an infant son Albert Burnham and whereas the Court of Common Pleas appointed Nathaniel Kazar administrator of said estate and whereas the said sum of two hundred dollars has never been paid by the said Andrew and almira in the life time of said Andrew or by the said administrator since the death of said Andrew or any part thereof. Now there are to command you that you — We therefore command you as we have thereto for commander you

by two good and lawfull men of the County you make known unto Almira Burnham Albert Burnham and Nathaniel Kazar administrator of said Andrew Burnham to appear before the Honorable the Judges of the Court of common Pleas at the Court house in Marysville forthwith to shew cause why Judgement should not be entered and Execution Issue against the Mortgaged premises to satisfy said sum two Hundred Dollars and Interest and have you then there this writ with your Doings thereon.

Witness the Honorable Jedediah Gramky President of our said Court this 5th Day of April 1830

Attest Silas G Strong Clerk

State of Ohio Union County ss

To the Sheriff of said County of Union

Whereas heretofore to wit on the tenth day of June 1824 at the County of Union aforesaid Andrew Burnham then and there being seized in fee of and possessed a certain Piece or parcel of Land lying and being in the County aforesaid did execute a certain mortgage deed for said Land to Samuel Hazen for the purpose of securing a certain sum of money to wit the sum of two hundred dollars debt which the said Andrew Burnham owed to the said Samuel Hazen which said mortgage deed reads in the figures following to wit —

This indenture made this 14th of June in the year of our Lord 1824 between Andrew Burnham and Almira wife of the said Andrew of the first part and Samuel Hazen of the second part; Witnesseth that the said party of the first part for and in consideration of the sum of two hundred dollars of good and lawful money to him in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged hath granted bargained sold released and confirmed and by these presents doth grant bargain sell release alien and confirm unto the said party of the second part and to his heirs and assigns all that piece or parcel of Land lying in the County of Union and Madison and State of Ohio on little Darby Creek and bounded as follows to wit beginning at the lower side of the Creek where the upper line of Thos. Hallys survey No 5291 crosses the said

Indorsement on
the within made
at Albany June 1830

Milford Oct the 1st 1822

For value received I promise to pay to Samuel Hazen the sum of one Hundred dollars to be paid by the first day of April in eighteen hundred twenty four as witness my hand

Andrew Burnham

Judgment rendered on
the within note
at April Term 1830

Andrew Burnham
Note
$100 Dollars

For value recieved I promise to pay Samuel Hazard one hundred Dollars by the first of January next witness my hand this 10th of March 1824

$131.50

Andrew Burnham

State of Ohio Union County ss

To the Sheriff of said County of Union Greeting —

Whereas heretofore to wit on the tenth day of June 1824 —
at the County of Union aforesaid Andrew Burnham —
then and there being seized in fee of and possessed a —
certain Piece or Parcel of Land lying and being in
the County aforesaid, did execute a certain Mortgage
Deed for said Land to Samuel Kagan for the purpose
of securing a certain sum of Money to wit the sum
of Two Hundred Dollars Debt which the said Andrew —
Burnham owed to the said ~~Andrew~~ Samuel Kagan —
Which said Mortgage Deed reads in the words
following to wit — This Indenture Made this 1st day of
June ~~1824~~ in the year of our Lord 1824 between Andrew
Burnham and Alice wife of the said Andrew of the 1st
part and Samuel Kagan of the second part witnesseth
that the said Party of the first part for and in consider-
-ation of the sum of Two Hundred Dollars of good and —
Lawfull Money to him in hand paid by the said
party of the second part the receipt whereof is hereby
confessed and acknowledged hath granted bargained —
sold released conferred and by these presents doth —
Grant bargain sell release alien and confirm —
unto the said party of the second part and to his heirs &
assigns all that piece or parcel of land lying in —
the county of Union and Madison and State of Ohio —
on Little Darby creek, and bounded as follows, to wit:
beginning at the lower side of the creek where the —
upper line of Thomas Hollys survey No 5291 crosses the —
said creek at a stake thence S 35° E 135 poles to a stake
in a prairie and two burroaks on the edge of the prairie —
Bearing S 21 E 3 poles 15 links Distant thence South 9° —
E 14 poles to a burroak thence N 68 E 14 poles to a stake
in a prairie thence N 26° 30 W 102 poles to a stake

on the down bank of the creek thence up the creek with its Meanders to the beginning bn Hunnicut and Digney acres be the same More or less, being a part of two original Surveys to wit of No 5291 and of No 8414 both of which were patented to Costen Dunn by the president of the United States the former on the 23d of May and the latter on the 11th day of September 1815 as by the patents and the records of the General Land office of the United States well fully appear together with all and singular the Hereditaments therunto belonging and the reversions & reversions remainder & remainder & remainders rents issues and profits thereof to have and to hold the said premises hereby released and confirmed with the appurtenances unto the said party of the second part and to the sole and only proper use benefit & behoof of the said party of the second part his heirs and assigns — forever provided always that these presents are upon the express condition that if the party of the first part — their heirs Executors and Administrators do and shall well and truly pay or cause to be paid unto the party of the second part his heirs or Executors or administrators or assigns the sum of two hundred dollars due on two notes one dated Oct 1st 1822 the latter March 18th 1824 and both due in current money as aforesaid together with the interest which may accrue thereon in the manner particularly specified in the consideration of a certain bond or obligation bearing even date herewith executed by the said party of the first part to the said party of the second part that then and from thenceforth these presents and every thing herein contained shall cease and be void any thing herein to the contrary in any wise notwithstanding but in case default shall be made in the payment in the said principal sum of two hundred dollars and the interest thereof at the

time or times as aforesaid that then and in ~~such~~ case the said party of the first part for themselves their executors and administrators doth covenant grant promise and agree to and with the said party of the second part his heirs executors administrators and assigns that it shall and may be lawful for the said party of the second part his heirs executors administrators or assigns and the said of the first part doth hereby authorise and empower the said party of the second part his heirs executors administrators or assigns at any time or times thereafter to sell and dispose thereof at public vendue to any person or persons whomsoever and on such sale to make sign seal and deliver any deed or deeds of conveyance in the Land for the said purchasers his her or their heirs or assigns forever pursuant to the statute in such case made and provided and out of the monies arising from such sale or sales to keep and retain in his hands the said sum of two hundred dollars and the interest thereof together with all costs charges and expences that shall or may be due accruing or happen by reason or on account of such sale or sales and the overplus money if any there be shall be paid on the same being demanded to the said party of the first part his heirs executors administrators or assigns, in witness thereof we this 14 day of June A.D. 1824 set our hands and seals

in presence of us } Elias Robinson } Andrew Burnham (Seal)
} Reuben Hall } Almira Burnham (Seal)

And Whereas Since the Execution of the Said conveyance by mortgage as aforesaid by the Said Andrew Burnham and Almira Burnham the Said Andrew Burnham Departed this Life not having paid the Said Sum of Two Hundred Dollars mentioned in Said Condition or any part thereof and the Said Andrew Burnham Departed this Life Leaving an Infant Son Albert Burnham Aline-

Whereas the Court of common Pleas appointed Nathaniel Rogers Administrator of Said Estate and Whereof the Said Sum of two hundred Dollars has never been paid by the Said Andrew & Almira - in the Life time of the Said Andrew or by the Said Administrator Since the Death of the Said Andrew or any part thereof -

Now these are to Command you ~~to summon~~ that you by two good and Lawfull men of the County of Linn you - Make Known to the Said Almira Burnham, Albert Burnham & Nathaniel Rogers Administrators of Said Andrew Burnham Dec'd. to appear ~~before~~ the Honorable - the Judges of the Court of common Pleas at the Court house in Marysville on the first Day of Our next Term to Show Cause Why Judgement Shall not be Entered and Execution Upon against the Mortgaged premises to Satisfy Said Sum of Two hundred Dollars and Interest and have you then there this writ with your Doings thereon

Witness the Honorable Frederick Grimsley President of Our Said Court this 2d Day of April 1830 Attest Silas G Strong Clerk

Recd by Hamilton

No. 30-CV-2

Union Common Pleas Court

Samuel Kazar Plaintiff,

against

Nathaniel Kazar Defendant.

April Term 1830

Judg. for Deft.

$267.50

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Record No. 2 Page 49

Ex. Doc. 1 Page 27

Clarion: Com: Plea

in

Samuel Vargas

vs

Andrew Burnham

& others

in

Plea

exonerit.

Samuel Kazar
vs
Nathaniel Kazar Adm.
of Andrew Bunham dec.
Alvina Bunham &
Andrew Bunham

Scire facias
on Mortgage

And the said Andrew Bunham by
Doris Parish his Guardian ad litem
comes & defends the wrong & injury when &
says that he cannot deny the aforesaid
action of the said Samuel Kazar nor
can he say any thing in bar or
preclusion thereof

Doris Parish
Guardian ad litem

Civil/Domestic Case File

Case No. 1830-CV-0003

No. 30-CV-3

Union Common Pleas Court.

Lawrence Ashton
Plaintiff,

AGAINST

John Wood,
Defendant.

May, 1831
Discontinued
Debt.

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Record No. 1 Page 87

Ex. Doc. 1 Page 32

Union Com Plea

Ashton
v } Debt.
Wood

Filed — Nov. 22. 1830
Silas J. Strong Clk

In the common Pleas of april Term
1830

The State of Ohio
Union county:

John Wood was summoned to answer unto Laurence Ashton, who sues for the use of Robert S. Murdock of a plea that he render unto the Laurence ashton for the use afs. the sum of one hundred sixty two Dollars fifty cents which the said John Wood owes to and unjustly detains from him. And thereupon the said Laurence by John St James his attorney complains for that. Whereas the said John Wood heretofore to wit on the twenty fifth day of June in the year one thousand eight hundred and twenty seven at the county aforesaid by his certain writing obligatory, sealed with his seal and now shown to the court here, the date whereof is the day and year afs. acknowledged himself to be held and firmly bound unto the said Laurence Ashton in the sum of one hundred and sixty two Dollars and fifty cents above demanded, to be paid to the said Laurence Ashton, when he the said defendant should be thereunto afterwards requested. Yet the said defendant, altho often requested so to do, hath not as yet paid the said sum of one hundred and sixty two dollars and fifty cents above demanded or any part thereof to the said Laurence Ashton, but hath hitherto wholly neglected and refused and still neglects and refuses so to do. To the damage of the said Laurence of fifty Dollars and therefore he brings his suit &c

John St James

the said Moore in the sum of four hundred dollars for so much money before that time
lent and received by him the said Ashton at his special instance and request of him
the said Moore — also in the further sum of four hundred dollars for the work and
labor care & diligence of him the said Moore before that time done & performed
in and about the business of him the said Ashton at his like special
instance and request — also in the further sum of four hundred dollars for so much money
by him the said Moore paid laid out & expended for him the said Ashton at his like
special instance and request — also in the further sum of four hundred dollars
for so much goods wares and merchandise before that time sold and delivered
by the said Moore to the said Ashton at his like special instance & request &
in consideration thereof afterwards to wit before the commencement of this action
County aforesaid the said defendant undertook & faithfully promised the said Moore to pay him
the said sums when he the said defendant afterwards thereunto requested
so to do — yet altho' often requested the said Ashton hath not paid the same or
any part thereof &c.

G. Jones

It is his deed & he did not pay the said sums as he says.

S. H. Law

Union Com: Plea

John Moore
vs
Lawrence Ashton

Filed Nov. 22. 1830
Silas Strong Clk

Jos Wood
ats
Lawson Ashton
Jun &c.

Union Com: Pleas — April Term 1830 —

And the said Jos Wood by G. Swan his atty. comes & defends the wrong & injury when &c. and saith that the said supposed wrongfully obtained is not his damage and of this puts himself upon the country &c. By G. Swan his atty.

And for a further plea in this behalf the said Jos Wood by G. Swan his atty. by leave of the court for this purpose first had & obtained saith that the said Lawson Ashton Jun. ought not to have or maintain his aforesaid action against him because he saith that before the commencement of this suit he the said Jos Wood paid to the said Lawson Ashton the sum of one hundred & sixty two dollars & fifty cents together with the interest thereon and this he is ready to verify whereupon he prays judgment whether the said Lawson Ashton ought ~~to have~~ or maintain his aforesaid action against him &c.

By G. Swan his atty.

To Lawson Ashton on Jos Wo. Jury his atty — you are hereby plaintiff to take notice that under the above plea of the general issue the said Jos Wood will offer by way of bar to the plaintiffs action and will prove specially to the Court in first sworn & found that at and before the commencement of the said action the said Lawson Ashton was indebted unto him

Union County

Ashton for Murdock

v. } Debt.

Wood

Praecipe

WWG

Lawrence Ashton
for use of Robert L. Murdoch
v
John Wood.

Main Complaint

Debt. 162. $\frac{50}{100}$ Dolls
Dam 50. $

The suit is brought on a bond for $162. $\frac{50}{100}$ made by deft. 25 June 1827 to pay Lawrence Ashton that sum when demanded - assigned to Murdoch
Bal due 77.50 +-
Issue summons returnable forthwith

John H Lane
3 Apl 1830

Union Com Pleas

Lawrence Ashton for use
of R. S. Murdoch.
v
John Wood. } Debt.

Summons

Suit brought on a bond for $162 55/100 made by Deft 25th of Jan 1824 to pay Lawrence Ashton that sum & interest & on demand to pay Balance Dan'l Murdock

Served on the within named John Wood by reading the 5 day of April 1830 Michael Lage — $0.50
Serving the Summons 0.35
$.85

Cornelius Shelsman

file

Lemuel for costs —
Robert Lane

Filed on Motion

Filed on Motion to Sam the Collector Sheriff Summons " Quin State Stamp Affixed " 1830

State of Ohio } To the Sheriff of Union County Greeting
Union County ss }

We Command you that Summon John Wood if he may be found in your Bailiwick to appear forthwith before the Honorable the Judges of the Court of common Pleas at the Court house in the Town of Marysville in said County to Answer unto Laurence Ashton for the use of Robert S Murdick in a Plea of Debt $162 50/100 and Damages $50,00 ~~Cents~~ of this you shall in no wise omit and have you then there this writ

Witness the Honorable Frederick Grimley Esq President of our said Court at the Court house this fifth Day of April 1830

Silas G Strong Clerk

Summon on Henry H Gandy by reading Serves $0.10
Summon on Levi Phelps by reading of Serves 0.10
Summon on David Wood by reading Serves 0.10
Morrisville May 5th 1836

David Witter Sheriff

Union Com Pleas
Lauren Ashton
vs. Use of H. Meadows
vs
Subpoena
John Coira Deft
Fee 3 witnesses

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Henry H. Gandy Levi Phelps David Wood, for the wit

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, ~~on the 1st day of our next term of said court~~, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Deft in a certain matter of controversy, in our said court, pending and undetermined, between Lawrence Ashton plaintiff, and John Wood defendant; and this they shall in no wise omit, under the penalty of and have you then there this writ.

Witness. The Honorable Frederick Fairchild Esquire, President of our said court, at the Court house in Marysville, this 5th day of May 1831

SILAS G. STRONG, Clerk.

Civil/Domestic Case File

Case No. 1830-CV-0004

Civil/Domestic Case File

Case No. 1830-CV-0005

No. 30-cv-5

Union Common Pleas Court.

Josiah Fisher
Plaintiff,

AGAINST

Russel Bigelow
Defendant.

May 1831
Slander
Judg. vs Plff.

Journal 1 Page 113

Record No. 2 Page 99

Ex. Doc. 1 Page 34

Josiah Fisher
by his Attorney
Russell Bigelow
Filed April 29th 1830
Silas G. Strong
Clerk

State of Ohio Union County

Joseph Fisher } Case Slander
Russell Bigalow } Damages $1000.00

Clerk of of Court of common Pleas will issue
Summons Returnable Next Term

Endorse on Summons Suit Brought to Recover
Damages for Slanderous words Spoken by Deft
of and concerning Plaintiff Joseph Fisher

Words Spoken That Said Joseph Fisher was one of the
worst characters in the County was a Roudie & a Drunk
ard and that He was ordained on Sattuday preached
on Sunday & Got Drunk on Monday

Union Com Pleas

Josiah Fisher
vs } Summons
Russell Bigalow

Served by reading after 4 day of May 1830

Mileage	80
	0.35
Summons	
& Copy of Summons	0.17
	$1.07

David Miller Sheriff

Thomas F Woods

Suit Brought to Recover Damages for slanderous words spoken of the concerning Plaintiff by Defendant

State of Ohio
Union County ss

To the Sheriff of Union County Greeting

We command you to summon Russell Bigalow to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st Day of our next Term to answer unto Josiah Fisher in a Plea of the Case Damages $1000.00 sustained by Plaintiff by reason of Slanderous words spoken by Defendant of and concerning Plaintiff to wit That he (Plaintiff) was one of the worst Characters in that he was a roudie & a Drunkard that he was ordained on Saturday Preached on Sunday & Got Drunk on Monday - and of this Writ Make Legal Service and Due Return on the Said 1st Day of next Term

Witness the Honorable Frederick Grimke President of our Court of Common Pleas at the Court House this 29th Day of April 1830

Silas G. Strong Clerk

Received Oct. 25 —
1831
S B Johnson deputy
for D Witter S.U.C

Union Court Term
Russell Bigalow
v
Josiah Fisher
Case

Sheriff fees —	1,55
Clerks fees	1,86
	$3,41

Sheriffs fee
remitted for
by D Witter S.U.C

Josiah Fisher
not found within
my Bailiwick
S B Johnson
Deputy for
D Witter S.U.C

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To take Josiah Fisher

if he be found in your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said County, at the Court House in Marysville, on the first day of our next Term, to render unto Rufsell Bigalow

the sum of $3,41

with legal interest thereon, from the 6th

day of May A. D. 183 1 which Rufsell Bigalow

has lately in our said Court recovered against Said Fisher for

his costs.

and have then there this writ.

WITNESS, The Honorable Hnarich Grimky Esqr

President of our said Court, at the Court House aforesaid, this 24th

day of October A. D. 183 1

Attest, Silas G. Strong CLERK.

Civil/Domestic Case File

Case No. 1830-CV-0006

No. 30-CV-6

Union Common Pleas Court.

John Sovereign, Plaintiff,

AGAINST

John Price, Defendant.

May 1831

Slander — Nonsuited

No Record

Journal 1 Page 111

Record No. Page

Ex. Doc. Page

Union Com. pltf

John Sowerwine

vs

John Price

Price

Ren. oltos

John Lawrence } Plea on case plea
vs } Case. damages $1000
John Price

The clerk will please to issue a Summons in the above case returnable to the next term of this court and "in case" this action is brought to recover damages of the defendant for speaking uttering and publishing false malicious, scandalous and opprobrious words of to about and concerning the plaintiffs.

August 7th 1830 — S. N. Campbell, atty

This suit is Brought to Recover Damages of the Defendant for Speaking uttering & publishing, false Malicious Scandalus and defamatory words of ~~you~~ about and concerning the Plantiff

Augt 4th 1830

S M Rem Plff Atty

Union Court Pleas
John Sorrenger
vs
John Price
Summons

Served on John Price by reading the 23 day of August 1830 Saml Fo. 35
Saml Witter Sheriff U.C.

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To summon John Price

to appear before the Honorable, the Judges of the Court of Common Pleas, of our said County, at the Court House in Marysville, on the 1st Day of an next term to answer John Sourigo in a Plea of the Case Damage $1000.

and have you then there this writ.

WITNESS, The Honorable Frederick Grimky Esq President of our said Court, at the Court House aforesaid, this 12th day of August A. D. 1830

ATTEST,

Silas G Strong CLERK.

Civil/Domestic Case File
Case No. 1830-CV-0007

No. 30-CV-7

Union Common Pleas Court.

Benson Wilmot
Plaintiff,

AGAINST

Stephen Dysart,
Defendant.

Feby 1832

Ann Suited,

Journal 1 Page 164

Record No. Page

Ex. Doc. Page

Benson Coultman
v 3 precipes
Stephen Digsart

State of Ohio Union County ss

Benson Willmeth Pltff } In Case
vs } Damage $1000.00
Stephen Dysert Dfdt

The Clerk of the Court of the Common Pleas will Issue a Summons Returnable Next Term - Indorse on writ - This Suit Brought to Recover Damages Which the Plantiff has Sustained by Reason of the Speaking uttering and publishing false Scandalous and Defamatory words by the Defendant Of and concearning the Plantiff Marysville Sept 2d 1850

Benson Willmeth

Union Com Pleas

B Millmoth
vs Z Sand—
Stephen Dysart

Served the within writ on Stephen Dysart by reading the 2 day of September 1830

Mileage — — 80. 13
Serving — 0 35
48

David Witter Sheriff
U. C.

This suit was brought to recover damages which the Plaintiff has sustained by reason of the defendants offering and publishing false slanderous and defamatory words by the defendant of and concerning the Plaintiff

Marietta Sept 2d 1830

Benson Millmoth

State of Ohio Union County ss

To the Sheriff of said county Greeting

We command you to summon Stephen Dysart to be & appear before the Honorable the Judges of the Court of common Pleas at the Court House in Marysville on the first day of our next Term, to Answer unto Benson Willmeth in a Plea of the case Damage $100. and have you then there this writ

Witness Honorable Frederick Grimley Esq President of our Court of common Pleas at the Court house in Marysville this 2d Day of Sept 1830

Silas G. Strong Clerk

as aforesaid from thence hitherto refused & still do refuse to have any transaction acquaintance or discourse with him the said Benson as they were before wont & accustomed to have & otherwise would have had - ~~By reason~~ To the damage of Plaintiff one thousand dollars wherefore he sues -

Richard Murray
Atty for Plff

Union Co. Ohio
Plaintiff
vs
Dyson
Dyson
Filed May 5th 1831
Silas G. Strong
Clerk

Murray

State of Ohio } Union Com. Pleas
Union County } Nov. 7 A.D. 1830

Stephen Dysart was summoned to answer unto Benson Willmuth in a plea of trespass upon the case & thereupon the said Benson by Murray his attorney complains of the said Deft. For that whereas the said Benson Willmuth now is a good, true, honest, just & faithful citizen of Ohio & as such hath always behaved himself, & until the committing of the several grievances by him the said Stephen as hereinafter mentioned was always reputed by all his neighbors & others to whom he was in any wise known to be a person of good name, fame & credit to wit at Union County aforesaid - And whereas also the said Benson hath not ever been guilty, or until the time of committing the said several grievances by the said Stephen as hereinafter mentioned, suspected to have been guilty of perjury or any other such crime. By means of which said premises the said Benson before the committing of the said several grievances by the said Stephen as hereinafter mentioned had deservedly obtained the good opinion & credit of all his neighbors & others to whom he was known to wit at Union County aforesaid. And whereas also before the committing the several grievances by the said Stephen as in the first count hereinafter mentioned a certain action had been pending before one William Richie Esqr. one of the Justices of the Peace in & for said Union County wherein one ~~Abram~~ Abraham Steine was Plaintiff & the said Stephen Dysart was deft. & which said action came on for trial

before the justice aforesaid, at the County aforesaid on the 9th day of August 1830 & on such trial the said Pltff ~~had been~~ & was examined as a witness on oath & gave his evidence for & on the behalf of said Pltff in the action aforesaid before said justice - to wit at Union County aforesaid - and the said Stephen, during the examination of the said Benson on oath as aforesaid in the action before said Justice aforesaid, spoke of & concerning the said Benson & of & concerning his testimony in a matter material to the issue in said case then & there given these false scandalous, malicious, & defamatory words, to wit, "that (meaning the testimony on oath of the said Benson) is false" "You (meaning the said Benson) are a perjured villain" "You (meaning the said Benson) have committed perjury" "He (meaning the said Benson) is perjured" "He (meaning the said Benson) has sworn falsely" intending thereby to charge the said Benson with the crime of perjury in said action before said justice & all these things the said Stephen did in the presence & hearing of divers good & worthy citizens of Ohio to wit at said County of Union

~~And whereas~~ also afterwards to wit on the 10th day of Sept 1830 at Union County aforesaid in a certain other discourse which the said Stephen then & there had in the presence & hearing of one Silas G. Strong & of divers other good & worthy citizens of Ohio he the said Stephen further continuing &

intending to injure said Pltff ~~as aforesaid~~ then & there
in the presence & hearing of the last
mentioned citizens falsely & maliciously
spoke & published of & concerning the said
Benson these false scandalous
malicious & defamatory words fol-
lowing, that is to say "He (meaning
the said Benson) is perjured." "He (the
said Benson meaning) swore falsely"
"He (meaning the said Benson) has
been guilty of perjury" "He (meaning
the said Benson) is guilty of perjury,"
intending thereby then & there to charge
the said Benson with the odious
crime of perjury. By means of the com-
mitting of which said several grievances
by the said Stephen as aforesaid he the said
Benson hath been & is greatly injured in his
said good name fame & credit & brought
into public scandal, infamy, & disgrace with
& amongst all his neighbors & other good cite
zens of Ohio insomuch that divers of those
neighbors & others to whom the innocence &
integrity of the said Benson in the premises
were unknown, have on account of the
committing of the said grievances by
the said Stephen as aforesaid, from them
hitherto suspected & believed & still do suspect
& believe the said Benson to have been &
to be a person guilty of perjury & have
by reason of the committing of the
said grievances by the said Stephen

Union Com. Pleas

Stephen Dygert
vs } Praecipe
} for Subpoenas
Abraham Hewen

Filed July 5th 1831
Silas G Strong
Clk

M B Leavenworth Atty

Unson Common Pleas 1831

Stephen Dysart
ads
Benson Wilmot } Slander &c

Issue subpoenas for John Dysart

Sabiann Dysart Rachel Dysart John Dysart Senr - Alexander Pollock John Adamson & S G Strang - Also issue a subpoena "Duces Tecum" for William Richey commanding him to appear as a Witness for the Defendant & to bring with him his Docket containing the judgment Rendered in a case where Abraham Stiner was Plaintiff & Stephen Dysart was Defendant heard sometime in the year 1830 or 31.

for Witnesses for Defendant

Chaves & Lawrence
atty for Deft -

24th June 1831

S G Strang Clk

Union Common Pleas

Stephen Dyport
vs
Pleas de
Benson Walcott

Filed July 5th 1831
Silas G Strong
Clk

Clark Blackmer Atty for
Deft —

Willis the said Stephen Dyport, that the said defendant
was indebted to his brother Joseph Walcott at a Hearing held before the
said Stephen Dyport last fall respecting the said demand, that the said defendant
was indebted to him when they were on the Niagara River, Benson Walcott
& Stephen Dyport have in the last week in church in the year of our Lord
Eighteen hundred & thirty-one the said Stephen Dyport with prior in Buffaloe
as aforesaid that he the said Benson Walcott knew the relation & things
by him defined to & claimed as aforesaid to be false and that he the said
Stephen Dyport was and ought or ought to be to the said
Benson Walcott that he has kept the Dep of the said Stephen Dyport —

Clark Blackmer Atty for
Deft —

Clk & Blackmer Atty

Union Common Pleas 1851

Stephen Dysert
ads
Benson Wilmot } Plea &c

And the said Stephen Dysert by Clarke & Cannon his Attorney comes & defends the Wrong & injury when &c and says that he is not guilty of the said supposed grievances or any thing to his charge in manner & form as the said Benson Wilmot hath above thereof complained against him and of this he the said Stephen Dysert puts himself upon the Country &c

Clarke & Cannon Atty for Deft

Between — } Stephen Dysert — Defendent
ads
Benson Wilmot — Plaintiff

Richard Clancy Esquire Attorney for the Plaintiff you will take notice that the above named Defendent on the Trial of this Cause will give in Evidence & insist that before the speaking & publishing the said Slander of & concerning the said Plaintiff in the said Declaration mentioned Levied on the day in the year of our Lord Eighteen hundred and thirty at the County of Union aforesaid a certain suit came on for Trial before one William Richey Esquire a justice of the Peace for Millcreek Township in said County of Union in which one Abraham Steiner was Plaintiff & the said Stephen Dysert was the Defendent & upon such Trial the said Plaintiff appeared as a Witness for & on behalf of the said Abraham Steiner the Plaintiff and that the said Benson Wilmot was then & there duly sworn & took his Corporal oath before said justice on said Trial to speak the truth the whole truth & nothing but the truth touching & concerning the Controversy & dispute between the said Abraham Steiner & the said Stephen Dysert and upon the Trial of the said Cause certain questions then & there became & were material, Levied, whether he the said Benson Wilmot had heard the said Stephen Dysert confess that he the said Stephen Dysert had killed a Dog belonging to the said Abraham Steiner. And the Defendent further says that he will give in Evidence that the said Plaintiff being so sworn as aforesaid upon his oath aforesaid then & there Levied on the same day & year & at the place & before the said justice aforesaid Wilfully & Concertedly did say Before Declare swear & give in Evidence amongst other things at & upon the said Trial that he the said Stephen Dysert had acknowledged to him the said Benson Wilmot at Divers Different times that he had

Civil/Domestic Case File

Case No. 1830-CV-0008

No. 30-CV-8

Union Common Pleas Court.

John Aikey, assnee
Plaintiff,

AGAINST

Thomas Dunn
Defendant.

Sept 1831
Judg. vs Defendt,
for $295-86

Journal 1 Page 124

Record No. 2 Page 142

Ex. Doc. 1 Page 37

Union Com Pleas

John Askew ass
of Samuel Hawkins
vs } Precipe
Thomas Dunn

Filed Nov 20th 1830
Silas G. Strong
Clerk

Union Com: Pleas

John Askew Assignee of Samuel Hawkins
vs.
Thomas Dunax.

Ffm Summons returnable the 22nd instant Ain debt $275.00
Damages $50

Endorse "This suit is brought to recover on two sealed bills dated Nov: 10th: 1829. one for $175.00 payable in five months. the other for $100. payable in eleven months from date, executed by Deft. to Samuel Hawkins & by him endorsed to Plff. on the 11th: of May 1830. which said sums with interest are now due. Dated Nov: 20. 1830."

J. E. Chaffin.
Plffs. Atty

To J. G. Strong Esq
Clerk &c.

Eleven months after date I promise to pay Samuel Hawkins or order one hundred dollars value received. Witness my hand ~~& seal this twelfth day of November~~ 1829.

Attest: William Milligan (signed) Thomas Dunn (Seal)
Augustus Clarke

A Assignment on above.

May 11th 1830

I assign all my Rite, claim and demand of the within note to, Wm Stokes. for a value recd. of him. Given under my hand this 11th day of May in the year of our Lord 1830 (signed) Samuel Hoskins

Test.
Levi Gunn
Livinia her x mark Baker

Union Com: Plas
John A. Hawkins
Samuel Hoskins
vs
Thomas Dunn.

Filed Dec 7th 1830
Silas C. Strong Clk

Copied $0.94

State of Ohio. Union County Court of Common Pleas of the Term of November one thousand eight hundred & thirty.

Union County ss. Thomas Dunn was summoned to answer unto John Askew, Assignee of Samuel Hackings in a plea that he render unto him the sum of two hundred and seventy five dollars which to him he owes and from him unjustly detains. & thereupon the said John Askew by J. E. Chaplin his Attorney complains for that whereas the said Thomas Dunn heretofore, to wit, on the tenth day of November in the year of our Lord one thousand eight hundred and twenty nine ~~to wit~~ at the County of Union, made his certain writing obligatory commonly called a single sealed bill, sealed with his seal, which the said John now brings here into Court bearing date the same day and year aforesaid & then & there delivered the same to one Samuel Hackings and thereby then and there promised to pay five months after the date thereof to the said Samuel Hackings by the name & description of Summit Hackins or order one hundred and seventy five dollars for value received. And the said Samuel Hackings to whom or to whose order the payment of the said sum of money in the said writing obligatory specified was to be made, after the making of the said writing obligatory and before the payment of the said sum of money therein specified, to wit, on the eleventh day of May in the year of our Lord one thousand eight hundred and thirty, at the County aforesaid, for value received, assigned all his right

claim and demand of the said writing obligatory and of the said sum of money therein specified to the said John Askew, & then & there delivered the same, to assigned as aforesaid to the said John. of which said Thomas afterwards, to wit on the same day and year last aforesaid then had notice. And also for that whereas afterwards to wit, on the said tenth day of November in the year of our Lord one thousand eight hundred and twenty nine. at the County aforesaid the said Thomas Dunn made his certain other writing obligatory, commonly called a single sealed bill, sealed with his seal and now here shewn to the Court, the date whereof is the same day and year last aforesd. and then and there delivered the same to the said Samuel Hawkins and thereby, then and there promised to pay Samuel Hawkins by the name and description of him, or order, eleven months after the date thereof, one hundred dollars for value received. And the said Samuel Hawkins to whom or to whose order the payment of the said last mentioned sum of money in the said last mentioned writing obligatory specified was to be made. after the making of the said last mentioned writing obligatory and before the payment of the said sum of money therein specified or any part thereof, to wit, on the eleventh day of May in the year of our Lord one thousand eight hundred & thirty. for value received, assigned all his right. claim and demand of the said last mentioned writing obligatory and of the said sum of money therein specified to the said John Askew. & then & there

delivered the same to assignees as aforesaid, to the said John, of which the said Thomas Dunn afterwards, to wit, on the day and year last aforesaid at the County aforesaid has notice. Whereby an action hath accrued to the said John Askew to demand & have of and from the said Thomas Dunn as well the said sum of one hundred and seventy five dollars specified in the writing obligatory in the first count of this declaration mentioned, parcel of the said debt above demanded, as the said sum of one hundred dollars specified in the said writing obligatory in the last count mentioned, residue of the said debt above demanded. Yet, altho the same hath long been due and owing, the said Thomas Dunn, altho often requested, hath not as yet paid the said sum of two hundred and seventy five dollars, above demanded, or any part thereof, to the said John Askew, but he to do the same hath hitherto wholly refused and still refuses to the damage of the said John Askew of fifty dollars & therefore he brings his suit &c.

Jno. E. Chaplin Plffs Atty

Copy of the writing obligatory &c.

Five months after date I promise to pay Samuel Hoskins or order one hundred and seventy five dollars value received as witness my hand and seal this tenth day of November 1824

Attest. William Milligan (Signed) Thomas Dunn (L.S.)
Augus Clark.

Assignment of above.

May 11th 1830
I assign all my Rite, claim & demand of the within note to Jno. Askew for a valu rec.d of him. Given under my hand this 11th day of May in the year of our Lord 1830 (Signed) Samuel Hoskins

Test Levi Gunn. Lewis Hucker

This Suit is brought to recover on two Sealed Bills Dated Nov. 10th 1829 one for $175.00 payable in five Months the other for $100.00 payable in Eleven Months from date Executed by Deft to Saml Hawkins and by him ~~assigned~~ Endorsed to plantiff on the 11th Day of May 1830 which said Sums with interest are now due Dated Nov. 20th 1830

Silas J. Strong Esq
Clerk &c

J. E. Chapin Pltff Atty.

Service on Thomas Dunn by reading
November 22nd 1830
Mileage - - - 0.45
Serv'd - - - - 0.35
Dave Miller Sheriff 0.80

Union Court Pleas
John A. Hewes atty
Saml Hawkins Pltff
vs
Thomas Dunn

Recorded for costs
George Morgan

State of Ohio
Union County } ss To the Sheriff of Union County Greeting
We Command you to Summon Thomas Dunn -
To appear before the Honorable the Judges of our
Court of common Pleas at the Court house in the
Town of Marysville in said County on the 1st Day
of our next Term to answer unto John Allen
Assignee of Samuel Hawkins in a Plea of
Debt $275 and Damages $50. and Have -
then there this Writ

Witness the Honorable Frederick -
Grimke Esq.r President of our said
Court of common Pleas this 29th Day
of November 1830

Attest Silas G Strong Clerk

Union Com. Pleas

John Askew

vs Fi fa

Thomas Dunn

Docket fee — —	$5.00
Clerks fee —	3.70
Sheriff fee —	1.44
	10.14

On. Since Sept 19th AD 1831

Accruing costs

Clerks fees — .70

Paid Clerk — $13.54
Sheriff fees .77
$17.31

Received the within and May 2 1832
Money Made this 19. 40.
And order to be refunded
Mi. Lopez 40 Cts
Marcus Shariff

Marcus Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the Goods and chattels of Thomas Dunn late of your Bailiwick you cause to be made the sum of Ten Dollars and fourteen cents with Legal Interest thereon to be computed at the Rate of Six per cent per annum until paid which by the Judgment of our court of common Pleas of the Term September 1831 John Askew Recovered against him for his costs in and about a certain action of Debt - And of which the said Thomas Dunn is convicted as appears to us of Record And have the Money before the Honorable the Judges of our said court at the court house in Marysville on the first Day of the next term thereof to Render unto the said John Askew And how you then there this writ

Witness the Honorable Joseph R Swan Esq President of our said court at the court house this 29th Day of April 1835

Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1831-CV-0001

Unn Com Pleas

Hannah Stewart &
vs
John Coolidge et al
and
Stewart & Brotherton
vs
John Coolidge et al

Praecipe

Filed Feby 14th 1831

Silas G Strong
Clerk

Francis Stewart
v.
John Cooledge
James F. Cooledge
&
Harvey Burnham

In debt &c.

Issued a Summons returnable forthwith in the usual form — Damages $100 — Endorsed This suit brought for the penalty $787.82, of a bond dated 19 March AD. 1829, on an hand that pd Cooledge should satisfy a certain mortgage which Stewart has against them &c. commonly called an open bond &c.

Yours ally &c.

To the Clk U. C. C. P.
July 7th 1831

Francis Stewart
&
Robert Brotherton
v
John Cooledge
James F. Cooledge
Warden Rice
&
Harvey Burnham

Debt &c.

Iss. a Summons returnable forthwith — Debt $565.74 — Damages $100 — Endorsed This suit brought on the penalty of a bond commonly called an appraisement bond dated April 7. 1830.

July 7th 1831 —

Yours ally &c.

This suit Brought for the Penalty $787.63 of a bond Dated 19th of March AD 1829 conditioned that said Coolidge should satisfy a certain Judgment which Stewart had against him and commonly called an Injunction Bond S Swan Atty for Plff

Unn Com Pleas

Frances Stewart

by her Sum

John Coolidge

Served the within summons by leaving February 4th 1831

Mileage - - - $0.30

Services - - - 0.75

1.05

David Witter Sheriff

State of Ohio
Union County } ss. To the Sheriff of said County Greeting

We command you to summons John Coolidge James H. Coolidge and Hardy Burnham to appear forthwith befor the Honorable the Judge of our Court of common Pleas at the court House in the Town of Marysville in and for the County of Union to answer unto Francis Stewart in a Plea of Debt $787.62 Damages 100 Dollars and how you then then this writ

Witness The Honorable Fridrick Grimsky President of our said Court at the Court house in Marysville this 14th Day of Feby 1831

Attest Silas G Strong Clerk

" in the penal sum of seven hundred and eighty seven dollars and sixty two cents lawful
" money to the payment whereof well and truly to be made in hand assigns and
" they severally and administrators jointly and severally firmly by these presents sealed
" with our seals and dated this 19th day of March AD 1829. The condition
" of the above obligation is such that whereas Amy A. Williams the plaintiff aforesaid
" prays leave granted to the said John Coolidge an injunction to stay proceedings at
" law under the same can be heard in chancery in a certain proceeding
" depending in said court wherein Francis Stewart assignee of William S. Sullivant
" is plaintiff and the said John Coolidge is defendant — Now if the said John
" Coolidge shall satisfy the aforesaid judgment and costs that may accrue
" in said proceedings shall be dissolved then the above obligation to
" be void and of no effect otherwise to remain in full force and
" virtue and effect and shall be in

" presence of
Attest
Matthew Gurley
Henry Burnham

(Seal) John Coolidge (L.S.)
Jerry F. Coolidge (L.S.)
Henry Burnham (L.S.)

Union Com. Pleas.

Amey Stewart
v.
John Coolidge et al
Injun. Bond
Filed March 24th 1831
Atest, J. Strong
Clerk

The State of Ohio
Union County ss } Court of Common Pleas of the term of February A.D. 1831.

John Cooley, Henry Burnham & James F. Cooley ~~and Benjamin Rose~~ late of said County of Union was summoned to answer unto Francis Stewart of a plea that they render unto the said Francis Stewart the sum of seven hundred and eighty seven dollars and sixty cents which they to him owe and him unjustly detain &c. Whereupon the said Francis Stewart by G. Swan his attorney complaining of the said John Cooley, Henry Burnham & James F. Cooley ~~and Benjamin~~ Rose defendants in this suit for that whereas heretofore to wit on the ninth day of March in the year of our Lord one thousand eight hundred and twenty nine at Union County aforesaid the said defendants by their certain writing obligatory sealed with their seals and now shown to the court here the date whereof is the same day and year aforesaid acknowledge themselves to owe and stand indebted unto the said Francis Stewart by the name and surname of Francis Stewart assignee of William Stewart in the sum and full sum of seven hundred and eighty seven dollars and sixty two cents to be paid unto the said Francis Stewart yet the said defendants although often requested so to do hitherto not at all paid the said sum of money above demanded or any part thereof to the said Francis Stewart but hitherto wholly neglected and refused and still doth neglect and refuse so to do — To the damage of the said Francis Stewart one hundred dollars and therefore he brings suit &c.

By G. Swan
his atty.

(Copy of the Bond &c.)

"Know all men by these presents that we John Cooley, Daniel F. Cooley and
"Henry Burnham all of the County of Union and State of Ohio are held
and firmly bound unto Francis Stewart assignee of William Stewart

Civil/Domestic Case File

Case No. 1831-CV-0002

Ann Con Oles

Francis Stewart

to

Isler Coolidge et al

Trustees

Filed. July 14th 1831

Silas G. Strong

Clerk

Francis Stewart

v

Jos Cooley
Harvey Burnham
James F. Cooley
Vandum Reed

} In Debt &c

Issue a summons returnable forthwith

Ad Debt $914.84 – Damages $100 –

Endorsed This suit brought for the penalty of a bond dated April 7th 1830, commonly called an appeal bond.

To the Clerk. Union County

Feby. 2nd 1831

Yours &c

F. Stewart
for Pltf.

Union Com Pleas

Francis Stewart
vs. Summons
John Coolidge

Served the within summons by leaving February 14. 1831

Mileage — $0.30
4 Services — 0.75
1.05

David Witter Sheriff U. C.

This suit Brought for the Penalty of a bond & also against Commonly called an Appeal Bond

Edwin Ely for Pltff

State of Ohio Union County } To the Sheriff of said County Greeting
We command you to summon John Coolidge Harry Burnham
James H Coolidge & Vanderen Reed if they be found in your
Bailiwick to appear forthwith before the Honorable the Judges
of our Court of common Pleas at the Court house in the Town
of Marysville in and for the County of Union to answer
unto Frances in a Plea of Debt $114.84 Damages $100.00
and have you then there the writ

Witness the Honorable Frederick Grimke
Esq President of our said Court of com
mon Pleas this 14th Day of February 1831

Attest Silas G. Strong Clk

" given under our hands, this 7th day of April 1830 – The condition of the above obligation
" is such that whereas at the Union county court of Common Pleas of the term of
" Common Pleas of April the 1830 Francis Stewart obtained a decree of Court
" against the above bounden John Cooley for the sum of $ 45.42 from which
" the said John Cooley has appealed to the Supreme Court now to be holden
" in and for the County of Union and State of Ohio – Now if the said John
" Cooley does cause and duly prosecute said appeal to final decree
" in said Supreme Court and pay all costs and the condemnation money
" in case said decree shall be affirmed then this bond to be void otherwise
" to remain in full force & virtue

" Attest
Jonathan Hedges
Elias Moore "

(Sign)

John Cooley (L.S.)
Henry Burkham (L.S.)
Jacob F. Cooley (L.S.)
Van Ness Rice " (L.S.)

Union Com. Pleas

Mary Stewart
v
Jno. Cooley et al
Appeal.

Filed March 24th 1831
Atlas Thompson Clk

Sept. 29. 91.
Rec'd

Copies

The State of Ohio
Union County ss. } Union County Court of Common Pleas of the Term of February A.D. 1831.—

John Corlisy Henry Burnham, James F. Corlisy & Vandever Rice defendants in this suit were summoned to answer unto Francis Stewart plaintiff in this suit of a plea that the defendants render unto the plaintiff the sum of nine hundred and fourteen dollars and eighty four cents which they owe to and unjustly detain from him &c. And thereupon the said plaintiff by G. Swan his attorney complains for that whereas the said defendants heretofore on the seventh day of April A.D. 1830 at the county aforesaid by their certain writing obligatory sealed with their seals and now to the court here shown the date whereof is the day and year aforesaid, acknowledge themselves to be held and firmly bound unto the said Francis Stewart in the sum of nine hundred and fourteen dollars and eighty four cents aforesaid to be paid unto the said Francis Stewart yet the said defendants although often requested so to do have not nor either of them as yet paid the said sum of money aforesaid or any part thereof to the said Francis Stewart but hitherto wholly neglected and refused and still neglect and refuse so to do To the damage of the said Francis Stewart one hundred dollars and therefore he brings suit &c.

By G. Swan his Atty.

Copy of bond &c.

" Know all men by these presents that we John Corlisy Henry Burnham
" James F. Corlisy and Vandever Rice are held and firmly bound unto
" Francis Stewart in the full sum of nine hundred and fourteen dollars and
" eighty four cents lawful money of the United States to the payment of
" which we and every to be made we bind our selves our heirs executors
" and administrators jointly & severally firmly by these presents sealed with our

Civil/Domestic Case File

Case No. 1831-CV-0003

No. 31-CV-3

Union Common Pleas Court.

Stewart & Brotherlow
Plaintiff,

AGAINST

John Coolidge
Defendant.

May 1831

Dismissed

Journal 1 Page 115

Record No. 2 Page 119

Ex. Doc. Page

Union Com Plea

Stewart & Brotherton
& Z Lemmon

John Coolidge et al

Served the within Summons
on the within mentioned
by leading Mileage $0.30
~~[illegible]~~ — — 0.75
Services — — 1.05

David Witter Sheriff

This debt is brought on the penalty of a bond conditioned only to pay an appeal bond. Dates appeal Sept 14th 1830

Sept 14th 1831

E Moran atty for Pltff

State of Ohio Union County ss

To the Sheriff Of said County Greeting

We Command you to summon John Coolidge James H. Coolidge Vandeva Reid and Harvey Burnham to appear forthwith before the Honorable the Judges Of our Court of Common Pleas At the Court house in Marysville to Answer unto Frances Stewart & Robert Brotherton in a plea of Debt $565.74 Damage $100.00 and have you then there this writ

Witness The Honorable Jocanet Grimsky Esq President Of our said Court at the Court house this 4th day of Feby 1832

Test Silas G. Strong Clerk

Whereas the above named Stewart obtained a judgment of court against the above named John Cortright for the sum of $82.87 from which the said John Cortright has appealed to the supreme court of Ohio now to be holden in the county of Union — Now if the said John Cortright do prosecute said appeal to final judgment in said supreme court and pay all costs and the condemnation money if the court in said Union shall be affirmed in the supreme court then this obligation is void and otherwise to remain in full force & virtue.

John Cortright (Seal)
Mary F. Cortright (Seal)
Morgan Rue (Seal)
Henry Beauchamp (Seal)

Witness
Jesse Hale
Elias Morrison

(Seal)

Union Com: Pleas

Stewart & Hamilton
v.
John Cortright Dem
Recd.
2 bonds

Filed March 24th 1831
Silas C. Strong
Clerk

The State of Ohio
Union County ss

Union County Court of Common Pleas of the Term of February AD 1831.

John Cooledge, Jacob T. Cooledge, Van dan Rensselaer & Henry Beurkham defendants in this suit were summoned to answer unto Francis Stewart and Robert Brotherton plaintiffs in this suit of a plea that they the said defendants render unto the said plaintiffs the sum of five hundred & sixty five dollars and seventy four cents which to them they owe and from them unjustly detain &c. Whereupon the said plaintiffs by G. Swan their attorney complain for that whereas heretofore to wit on the 7th day of April AD 1830 at Union County aforesaid the said defendants their other by their certain writing obligatory sealed with their seals and here in court shown the date whereof is the same day and year last aforesaid acknowledge themselves to be indebted and firmly bound unto the said plaintiffs in the full sum of five hundred and sixty five dollars and seventy five cents lawful money of the United States to be paid unto the said plaintiffs - yet the said defendants altho often requested have not nor but each of them paid the said sum of money above demanded or any part thereof to the said plaintiffs although often requested so to do but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the said plaintiffs one hundred dollars and therefore they sue &c.

By G. Swan atty for pltf.

(Copy)

"Know all men by these presents that we John Cooledge, Jacob T. Cooledge, Van dan
"Rensselaer and Henry Beurkham are held and firmly bound unto Francis Stewart
"and Robert Brotherton in the full sum of five hundred and sixty five dollars
"and seventy four cents lawful money of the United States to the payment of which
"well and truly to be made we bind ourselves our heirs executors jointly and severally
"firmly by these presents sealed with our seals and dated this 7th day of April
"1830 - The condition of the above bond is such that whereas a suit in court
"of Common Pleas of the Term of April 1830 Francis Stewart and Robert

Civil/Domestic Case File
Case No. 1831-CV-0004

No. 31-CV-4

Union Common Pleas Court.

Joel Buettes
Plaintiff,

AGAINST

John Coolege et al,
Defendant.

Sept 1831.

Judg vs Defendts

Journal 1 Page 126

Record No. 2 Page 146.

Ex. Doc. Page

Mun Com Pleas

Joel Bittles
vs } Debt $42.
John Coolidge
Harvey Burnham & al
Vandever Reed
Jas H Coolidge

Praecipe
filed 14 Feb 1831
Silas G Strong Clk

J H Lane

Joel Butler

v

John Coolep

Harvey Burnham

Vandever Reed

James H. Coolep

Union Com Pleas

In Debt:—

Debt 842. $\frac{92}{100}$ Dls

Damags 600 Dls.

Issue a summons Returnable forthwith.

The suit is brought on an appeal Bond for the above sum of $ 842. 92 – by the defendts to the plf on the 7 apl 1830 on an appeal from a decree in the Union Com Pleas. against said John Coolep in favor of Butler for 421. $\frac{46}{100}$ Dls:—

John McJames
atty of plf

14 Feb 1831

Hon Com Pleas

Joel Buttles
v 3 Summons
John Coolidge et al

Served the within Summons
by reading February 14th 1831
Mileage - - - - - - 30
Serving - - - - - - 0.75
1.05

David Witter Sheriff

This suit was brought on an official Bond for the above sum of $892.92/100
by the Deft to the Plaintiff in the year of Christ 1830 on an officer
from a Drove in the town of Pleas against divers droves
in favor of Bullis for $421 46/100

John H Clans atty for Plff
14th February 1831

State of Ohio Union County ss

To the Sheriff of said County Greeting—

We command you to summon John Coolidge Harvey Burnham Vendeon Reed and James F Coolidge if they be found in your Bailewick to appear forthwith before the Honorable the Judges of the Court of common Pleas of the County aforesaid at the Court House in Marysville to answer unto Joel Battles in a Plea of debt $842 92/100; Damages $600.00 and Have you then there this writ

Witness the Honorable Frederick Grimke Esq President of our said Court at the Court House this 14th 1830

Silas G Strong Clerk

money in case said decree be affirmed in said Supreme Court, then this bond should be void, else remain in full force & effect. And the said Joel ~~affirms~~ avers that the said decree was affirmed in said Supreme Court, and that execution was issued against the said John Coolidge, and the Sheriff made return thereon that the said John had no goods & chattels, lands & tenements in his bailiwick sufficient to satisfy the same, and thereby an action hath accrued to the said Joel to have and demand of and from the said John Coolidge, Harvey Burnham, Alexander Reed and James. F. Coolidge the said sum of eight hundred forty two dollars and ninety two cents above demanded. Yet the said deffendants, although often requested so to do have not as yet paid the said sum of $842.92 above demanded or any part thereof to the said Joel, but have heretofore wholly neglected & refused, & still neglect & refuse so to do. To the damage of the said Joel of $1000. and therefore he brings his suit.

John N. James
Atty for Pltiff

Writ Case Plea

Butler
vs
Coolidge et al Debt
Filed May 5th
1831
Wm G. Strong

State of Ohio } ss.
Union }

In the Com. Pleas for the county of Union at the Term in the year one thousand eight hundred and thirty one

Joel Buttles
vs
John Coolidge
Harvey Burnham
Vandever Reed
James. F. Coolidge.

John Coolidge, Harvey Burnham Vandever Reed and James. F. Coolidge were summoned to answer Joel Buttles of a plea that they render to him the sum of eight hundred & forty two dollars & ninety two cents which they owe to and unjustly detain from him and thereupon the said Joel by John M. James his attorney complains. For that whereas the said Defendants heretofore to wit on the seventh day of April in the year one thousand eight hundred and thirty at Union, by their certain writing obligatory, sealed with their seals, and now shewn to the court here, acknowledge themselves to be held and firmly bound jointly and severally to the said Joel in the said sum of eight hundred & forty two dollars & ninety two cents above demanded, to be paid to the said Joel; Which writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following to wit, that whereas at the court of common pleas of April term eighteen hundred & thirty in the county of Union, Joel Buttles obtained a decree of court against the above bound John Coolidge for the sum of four hundred & twenty one dollars and forty six cents, from which the said John Coolidge has appealed to the next Supreme court to be holden in the said county of Union, if the said John Coolidge should prosecute the said appeal to final decree in said Supreme Court, and pay all costs and condemnation

Civil/Domestic Case File

Case No. 1831-CV-0005

No. 31-CU-S

Union Common Pleas Court.

Lewis Gebson
Plaintiff,

AGAINST

Lemuel Guilfrey
Defendant.

May 1831
judg vs Defendt.

Journal 1 Page 112

Record No. 2 Page 90

Ex. Doc. Page

Gipson
vs
Godfrey —
Transcript

Filed Feby 15th 1831
Pl
Silas G. Strong
Clerk

Recd

Levin Gipson Pltff

vs

Lemuel Godfrey Deft

Debt $11.20

Jus Fee	1=51½
Execution	=25
Taking Bail	25
Transcript	31½
	2=33
Cons' Fee	1=25
Witnesses	4=00
	6.58

Jan 1st 1831

The Plantiff came personally before me and made oath that the Defendant is Justly indebted to him and that he is in danger of loosing his claime unless the Defendant be arested Whereupon ~~the~~ a Capias issued to Joseph Mullin Cons which was returned in due time with the Defendant in Custody Jan 3d 1831.

Subpoenas were issued by order of Defendant for Joseph Wilmuth Christopher Stiner Silas G Strong Cyprian Lee and John Donley. Subpoenas were also issued by order of the Plantiff for Joseph Stiner John Gipson and Lemuel Willmuth which were returned in due time and the Witnesses attended

The Parties attended and being ready for trial Joseph Stiner and John Gipson were sworn and examined on the part of the Plantiff Silas G Strong Cyprian Lee John Donley Joseph Wilmuth Christopher Stiner were sworn and examined on the part of the Defendant and after hearing all the testimony and alligations of the Parties Judgment is rendered in favour of the Plantiff for eleven Dollars twenty cents and costs of suit

Jan 4th Execution (Fi Fa) issued to Constable Joseph Mullin Jan 10th Bail given for appeal Execution recalled

I certify the above to be a true transcript of the Judgment and proceedings had before me, Given under my hand this 14th day of Feb 1831

RAWOD P

Stephen D. Mullin } S. C. Chaffin

Lemuel Wilmuth
John Gibson
Christian Stein
Daniel Goldman
Jos. Stein
Geo. Wood

Wilmuth — Goodman sent to Bond
does not show letter Gibson sent him
admitt 3 yrs of sheriff at 37 — $1.12½

Mr

Bryant reg
Brash. com
Thence — costs

1831
Jan 3rd

Lemuel Godfrey Dr to Leon Gibson

	Cts
To five bushels of oats 20 Cts per bushel — $	1 - 00
To three days Labour 50 Cts pr day —	1 - 50
To plowing six acres of Corn —	2 - 50
To Labour by boys —	0 - 50
To hauling oats and finding horse and Gears and Sled —	1 - 00
To the use of one mare one day —	0 - 25
To finding a horse to plow eighteen Days at 25 Cents a day —	4 - 50
To the Loan of one cow four months	4 - 00
To one bushel of Corn lent	0 - 25
To five bushels of wheat 50 Cts pr ~~pr~~ bushel —	
To feeding 20 head of hogs 3 days Once each day —	$ - 50
To hunting horse one day and finding myself and horse —	1 - 00
To Riding one half day —	0 50

[illegible] months work by John 7. 25

Defendant

75 Corne
36 Cost
50 Days worke at 50 loong
50 mole

50 hogs
112 x
200
5-73 x

Plaintiff

75 oats
125 labor 3 days
100 plowing Corne
50 by hogs
75 hawling oats
25 horse one day
100 horse to Plow land
2-16 2/3 lone of Cow
25 Bushels Corne
6 3/4 keeping hogs
100 hunting hoose
50 after Pack
725

16 12 3/4
573

12)26 00(2 1010 9
24
20
12
80
72

Levin Gibson to Samuel Godfrey Dr.

1827	To two bushels of corn	0. 6
	To costs on a suit of debt between Joseph Kilmeth and Levin Gibson	0. 50
	To costs on a suit of a. Sanson Curtis & Levin Gibson	0. 18¾
	To making one vest	0. 50
	To Cash paid to Samuel Kilmeth for L. Gibson	3. 00
	~~To ten bushels of corn~~	~~2. 50~~
	To costs for levying on & advertising property for L. Gibson	0. 45
	To Cash paid Abram Shrine on an execution for L. Gibson	~~8. 00~~
	To wages and expenses in going to Oldtown — seven days	8. 75
	To use of a horse	0 25
	To whisky at sundry times	1. 62½
	To wages and expenses while going to London 3 days	3. 75
	To one third of four hogs	2. 75
	To one day laboring in harvest	0. 50
	To ploughing corn 4 days	2. 00
	To an order from Thos Campbell on L. Gibson	1. 25
	To one leap of a horse	1. 00
	To heater of do	2. 00
	To one days labour at L. G. Strong's	0. 50
		$40. 41½

Proof of prof. is - on current - persons of the rest

Defendants claim —

2. Wilmuth —	3. Bushels corn @ .25 — —	.75
Strong	— Cost — Constable — — —	36
Strong —	X Cost Curtis — — —	.75
Strong —	— one days work at Strongs —	50
Wilmuth	Paid on note — — —	6.00
Wilmuth	X Going to Olive town after money — 4 days @ 1.50 —	6.00
Donally	X Going to serve warrant. 3 days — 1.50	4.50
Senn —	Part of a lot of hogs —	1.
Wilmuth —	3. Gallons of Whisky @ 37.	1.12½
Wilmuth —	Reason of a horse —	2
	Proved —	$25.98

Godfry vs
Gipson
$16,00

Cyprian Lee

Recd within note by L Gipson three dollars
Aug 1828
C Lee

On demand we jointly promise to pay
Cyprian Lee or order the just and full
of sixteen dollars for value rec.
Marysville Jan 28th 1828

Lee

Ly

Served on Abraham Amoine by reading.
Served on John Donaly by reading
Served on Silas G Strong by reading
Served on Cyprian Lee by reading
Served on Benson Willmuth by reading
Served on Jacob Willmuth by reading may 4th 1831

Attest a 4th 1831

Samuel B Johnson Deputy
for David Witter sheriff L. C.

Costs

Mileage	3 m	,15
Service	6. 10	60
		75
Mileage	2	10
		,85

Six above sworn

Queens County

Levin Lefferson
by Schenck for Doft
against Geoghegan

Sheriff Willmuth
John Donaly
Silas G Strong
Cyprian Lee
Benson Willmuth
Jacob Willmuth

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To summon Joseph Wilmuth, John Donaldson, Abraham Auxier & Silas G. Strong Cyprian Lee and Benson Wilmuth

to appear before the Honorable, the Judges of the Court of Common Pleas, of our said County, at the Court House in Marysville, On the 1st Day of Our Next Term To testify & the truth to say in behalf of the Deft in a certain Matter of controversy pending & to be determined between Levin Gibson Plaintiff & Lemuel Godfrey Deft & this they shall in no wise omit

and have you then there this writ.

WITNESS, The Honorable Jedediah Grammer Esq President of our said Court, at the Court House aforesaid, this 21st day of April A. D. 1831

ATTEST, Silas G. Strong CLERK.

Union Com. Pleas

Levin Gibson
by Subpoena
Lemuel Godfrey
for

1835

Daniel Williams
Christ. Stinson
Jos. Stinson
John Gibson &
Lemuel Wittmeth

A/ias to Jan

Isa Wood —
6. Witnesses sworn
for Plff
Davis Wells
sworn

On the 10th day of January Daniel Williams by reading the
Sheriff's return on the writ of Subpoena to the same to be served upon
Levin Gibson & Lemuel Godfrey Plaintiffs in error by reading the
same to be served upon Christopher Stinson & Joseph Stinson
Defendants in error & leaving a copy of the same at the usual place of abode
of the said Christopher & Joseph Stinson by reading the same to
their wives and leaving a copy of the same with John Gibson by reading the same to him
and leaving a copy of the same with Lemuel Wittmeth
Service on the within named Lemuel Wittmeth
By reading the same to his wife and leaving
a copy of the same with the Sheriff
This 20 day of March 1835 Samuel D. Robinson Sheriff
Per Daniel Wolfe Deputy Sheriff

Court of Common Pleas of said County
Upon motion ordered that the
Plaintiffs in error be
Leave to file a
Bill of Exceptions
Filed

State Of Ohio Union County ss

To the Sheriff Of Said County Greeting

We Command You to Summons Daniel Williams Christian Stinor Joseph Stinor John Gibson & Lemual Willmoth to be and appear before the Honorable the Judges of Our Court of Common Pleas at the Court house in Marysville On the 1st Day of Our next term to testify and the truth to Say in behalf Of Levin Gibson in a certain Matter of Controversy in Said court pending and undetermined between Said Levin Gibson Plantiff & Lemual Godfry Deft — And this they shall in no wise Omit under the penalty Of the Law

Witness Frederick Grimley Esq — Pres ident Of Our Said Court At the Court house this 18th Day of April 1831

Silas G Strong Clerk

place aforesaid undertook and then & there faithfully promised the said Plaintiff to pay him the said sum of money when he should be thereto afterwards requested.

Yet the said defendant, altho often requested, hath not as yet paid the said sum of money or any part thereof to the said Plaintiff but to do the same hath hitherto wholly refused & still refuses, to the damage of the said Plaintiff of fifty dollars & therefore he sues &c.

By J. E. Chaplin
Pltffs Attyf.

Denison Comm: Plea
Denis Gipson
vs.
Seimuel Gaspey.
Writ in Aff.
J. E. Chaplin
Pltffs Atty
Filed March 15th 1831
Silas Stone
Clerk

State of Ohio - Union County. Court of Common Pleas of February Term one thousand eight hundred and thirty one.

Levin Gipson. Plff & Appellee
vs.
Lemuel Godfrey. Deft. & Appellant

Union County ss. This cause comes into this Court on appeal from the docket of Jas. Wood Esq. Justice of the Peace &c. Whereupon the said Levin Gipson Plff. and Appellee. by J. E. Chaplin his Attorney. complains against the said Lemuel Godfrey Deft. and Appellant of a plea of trespass on the case. For that whereas the said Defendant here before to wit. on the first day of January one thousand eight hundred & thirty one, at the County of Union aforesaid, was indebted to the said Plaintiff in the sum of fifty dollars for the work & labor, care and diligence of the said Plaintiff by him before that time done, performed & bestowed in and about the business of the said Defendant & for the said Defendant and at his special instance & request and for goods, wares and merchandizes by the said Plaintiff before that time sold and delivered to the said Defendant and at his like request. and also for money by the said Plaintiff before that time lent and advanced to and paid. laid out and expended for the said Defendant and ~~expended for~~ at his like request. and for other money before that time, had and received by the said Defendant to and for the use of the said Plaintiff; and being so indebted he the said Defendant, in consideration thereof, afterwards, to wit. on the same day and year & at the

and further the said defendant avers in manner & fashion when the same came to the notice thereof the said plaintiffs said several causes & causes of action did not accrue nor any such action hereinafter commenced at any time within three years after the said causes & causes of action accrued to the said plaintiffs &c.

E. Brown atty for deft

Filed Nov. Term: Plea

Demurrer & Plea

as

Demurrer & Plea

Filed May 5th 1831

Thos. Stevens

Clerk

Lemuel Godfrey
vs
Levi Gibson

In the Com: Pleas — Union County — February Term 1831.

And the said Lemuel Godfrey by Geo: Swan his attorney comes and defends the wrong & injury when &c. and saith that he did not commit a promise in manner and form as the plaintiff hath alleged against him in his declaration

By G. Swan his atty.

To William Gibson or Jos. P. Chapman his atty.

You are filed to take notice that on the 4th plea day to the plaintiff in suit commenced against the above defendant will offer in evidence & insist upon the same as off set that when said plaintiff commenced a suit against the said defendant in the said plaintiff was indebted to the said defendant in the sum of twenty dollars for goods wares & merchandise before that time sold & delivered to the said plaintiff at his special instance & request also in the sum of twenty dollars for so much money before that time lent and advanced to the said plaintiff at his special instance & request — also in the further sum of twenty dollars for the work and labour done & diligence spent by the said defendant before that time done & performed by him at his request & for the said plaintiff in and about the business of the said plaintiff at his special instance & request — all which said sums of money are due & owing to the said defendant from the said plaintiff when he commenced his said suit against the said defendant — yet the said plaintiff has not yet paid the said sums of money or any part thereof — but the same are still due & owing to the said defendant for the same &c.

Received May 16th 1831
S. B. Johnson Dep.
for D. Witter S. H. C.

Received on the within Execution Sept 17th 1831
twenty one Dollars and seventy five cents $21 75

Costs	Levy on Lease	36
	on corn	36
	Advertising	125
	Mileage	10
	Commissions	43 74
		2,48 34

Samuel B. Johnson Dep.
for David Witter S. H. C.

Lewis Gibson
vs
Samuel Godfrey

Debt	$10 99
Costs fee	5.00
Sheriff fee	3.06
Justices costs	6.58
Attorney fee	6.50
Clerk fee	6 70
	$38 83

I have Levied the within Execution on 12 Acres of land being a part of Entry No 3352 which said land is held by the said Samuel Godfrey by Lease given by L. Phelps agent for Barry only for the term of seven years from April 1828 it being land adjoining the farm on which said Godfrey now resides which said lease was ~~now~~ Delivered on Execution by said Godfrey for a more full discription reference may be had to said lease

May 16th 1831

Samuel B. Johnson Dep.
for David Witter S. H. County

In pursuance of the within command I have seized on 13 Acres of corn standing in the field on the farm now occupied by the within named Samuel Godfrey by consent of the Defendant in the case

August 3d 1831

Samuel B. Johnson
Dep. for David Witter S. H. C.

After advertising the above corn agreeable to said sale on the 16 day of September AD 1831 proceeded to sell the same for sale at public vendue and cried by auction the same remaining in my hands for want of bidding

the above lease was not advertised for want of funds to pay the printer

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, That of the Goods and Chattels of Lemuel Godfrey

late of your bailiwick, you cause to be made the sum of Ten Dollars & Ninety nine cents Debt also the Sum of $2 84/100 Costs herein about the Suit Prosecuted by Levin Gibson

with legal interest thereon, to be computed at the rate of six per centum per annum from the 6th day of May A. D. 1831 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said Lemuel Godfrey which Sum the said Levin Gibson

late in the Union Court of Common Pleas, recovered against the said Lemuel Godfrey whereof he is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Levin Gibson his Debt & Costs aforesaid

and have you then there this writ.

WITNESS, The Honorable Freeman Gramby President of our said Court, at the Court House aforesaid, this 14th day of May A. D. 1831

ATTEST,

Silas G. Strong CLERK.

Received October 1st 1831
Samuel B Johnson Dft
for David Walker Plff

Ten for Plff

Levin Gibson
vs J Ven. ad
Levin Godfrey

Debt	10.99
Costs	12.69
	23.68
Thus wont Rule after	30
	2603
Stff Extra fee	2.48 3/4
	$28.51 3/4

Dft 8 days fee 16 99
Subpoena 50
$17.49 Paid Plaintiff

He owes amount as shewn
Balance due on the within execution
Three Dollars one cent and 3/4

A true Copy on the within 25,52 cents
November 10th 1831

Writing costs	10
Mileage	125
Advertisement	50
Nonresidence	186

Samuel B Johnson D.Clk
for David Walker Plff

State of Ohio
Union County ss To the Sheriff of Said County Greeting

We Command you that you Expose to Sale the Goods & Chattels of Lem-
-uel Godfrey which according to our Command you have taken
in to 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 Levin Gibson the Sum of $10.99 also $1.69 which
Late in our Said court he has Recovered against Said Lemuel
Godfry as well for his Debt as for his costs by him about his
Suit in this behalf Expended, whereof in our Said court
he has Recovered against the Said Lemuel Godfry Execution
by virtue of Judgment Rendered therein And that you have
the Same before the Judges of our Court of common Pleas
at the Court house on the first Day of our next Term to-
Render unto the Said Levin Gibson $10.90 of Debt & $1.69
costs aforesaid with Interest from the 6th Day of May 1831
until paid And have you then there this writ

Witness the Honorable Frederick Frank President
of our Said court this 27th Day of Sept 1831

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1831-CV-0006

No. 31-CV-6

Union Common Pleas Court.

Thomas Robinson
Plaintiff,

AGAINST

Heirs of Samuel Fisher
Defendant.

Sept 1831.
Foreclosure —
Judg vs Default;
for $ 92 8d

Journal 1 Page 129

Record No. 3 Page 156

Ex. Doc. 1 Page 35

Union Com Pleas

Thomas Robinson

v

The Heirs of Saml Fisher

Alias Secrafaccas

Writ, Sd to All the Defendants

Nonest inventus attest. Writ

Pd 5

Alias do Alias. 4 Nov 2000

Pd 4

Nonest

Pluries do Pluries

Pd 4

State of Ohio Union County ss
To the Sheriff of said County Greeting

Whereas as it is said Samuel Fisher being indebted to Thomas Robinson in the sum of Seventy five Dollars and whereas the said Samuel Fisher to secure the payment thereof Did on the 29th Day of March in the year of our Lord One Thousand Eight Hundred & Twenty Seven Execute a Deed Commonly Called a Mortgage Deed to said Thomas Robinson the tenor and substance of which is as follows to wit

This Indenture made this 29th Day of March in the year of Our Lord One Thousand Eight Hundred and Twenty Seven Between Samuel Fisher of Hamilton County & State of Ohio of the first part and Thomas Robinson of the County of union & State aforesaid of the other part Witnesseth That the said party of the 1st part for and in consideration of the sum of Seventy five Dollars of good and Lawful money of the United States to him in hand paid by the said party of the second part the Receipt whereof is hereby confessed and acknowledged hath granted Bargained Sold Released aliened and confirmed unto the said party of the second part and by these presents doth grant Bargain Sell Release alien & confirm unto the said party of the second part and to his heirs and assigns fifty acres of Land part of Survey No 4 & 7 Entered in the Name of Elizabeth of 1080 acres adjoining Lands Mortgaged to Cloher Pate in said Survey to be Laid off in as near a square as the Nature of the case will admit of Together with all and singular the appurtenants thereunto in any wise belonging & the Reversion and Reversions Remainder and Remainders Rents Issues and profits thereof To have and to hold the said premises hereby Released and Confirmed with the appurtenances unto the said party of the second part and to the sole and only proper use benefit and behoof of the said party of the second part his Heirs and assigns and these presents

are

are upon the Express condition that if the said Samuel Fisher his Heirs Executors and administrators do and shall well and truly pay or cause to be paid unto the said party of the second part his Certain attorney or attorneys Heirs Executors administrators or assigns the sum of twenty five Dollars Current money as aforesaid to be paid in six months from the date of these presents together with the interest which may accrue thereon that then and from thence forth these presents and every thing herein Contained shall cease & be Void otherwise to remain in full force and Vertue in Law in Witness whereof the said Samuel Fisher hereunto sets his hand and Seal the Day and year above written

Signed sealed and Delivered in presence of us
John Reed
James Rae

Samuel Fisher (Seal)

State of Ohio Union County SS

Personally appeared before me Elias Robinson one of the Justices of the peace of the said County the within Named Samuel Fisher Signer of the within Deed and Did acknowledge the signing of the same to be his free act and deed for the purposes therein Expressed given under my hand and seal this 29th Day of March AD 1827

Elias Robinson Justice of the Peace (Seal)

And Whereas it appears that said Deed was Recorded in the Recorders office of Union County on the 22d day of September AD 1827 in Volume 2d page 202

And Whereas since the Execution of said Deed the said Samuel Fisher has Departed this Life Leaving Michael P. Cafsley Admr. Elizabeth Fisher Widow Elwood Fisher Lucinda Fisher, Christian N M Houser Sarah Houser his wife Hannah Fisher Matilda Fisher &

Celeno Fisher Heirs and Legal Representatives of the
said Samuel Fisher deceased, (the three last mentioned
minors) And Whereas as it is alledged said Sum of Seven
ty five Dollars, and Interest thereon has not been Paid to
the said Thomas Robinson by the said Samuel Fisher in
his Life time or by Either his heirs or administrator
since his death. Now therefore We Command you
as we have heretofore Commanded you that you
do by the oaths of two good & Lawfull Men of your
County Make Known to the said Michael P Colley
admr as aforesaid Elizabeth Fisher Widdow of the
deceased Edward Fisher Lucinda Fisher Christian
N M Housa and Sarah his wife Heirs at Law of
said deceased also Hannah Fisher Matilda
Fisher & Celeno Fisher Infant Minor Heirs of
said Samuel Fisher deceased, the Matters and
things herein contained if they be found in your bailiw
ick and that they appear before the Honorable the
Judges of Our Court of common Pleas at the Court
House in Marysville on the 1st Day of Our next
Term to Shew Cause if any they Have why a
Judgement should not be Entered against
them and Execution Upon & be Levied on said
Land and the same be Sold to Satisfy said Mort
gage agreeably to the form of the Statute in such
case made & Provided

Witness the Honorable J Grimke
Pres. of Our said Court at the court
House in Marysville this 10th Day of
May 1830 Silas G Storey Clk

The State of Ohio union Co ss

The State of Ohio vs William Moodie	Suit for Bastardy

Warrant —	25
Commitment to Jail	25
Affidavit of Comp^t	25
Judg. Docket	25
Transcript	31¼
Constables fees	65

May 16th 1831 personally appeared Elizabeth Imson & made complaint on oath, that she was this day delivered of a bastard Child, & that William Moodie of Union Township, Uni. County, is the Father of said Child —

May 17th Warrant issued against the said Wm Moodie, & Executed by Q. Kingery Constable, by bringing the Defendant forward. The Complainant being unable by sickness to leave her residence, the defendant was taken there, and the complainant after being duly sworn, made the following replies to Questions asked her by the Justice. Jus. Is Wm Moodie the Father of your Child? Comp. he is. Jus. When was the child begotten Comp. — In august last, at James Holgrooks. Jus. What time in August? Comp. I do not know. The defendant here asked the Comp^t if she could not tell what time in August it was done? — She replied as before, that she could not tell. Justice? Has any other person had like communications with you at any time. Complainant — none other. — Jus. — Was Wm. Moodie in the habit of this thing frequently with you, about the time the child was begotten? — Complt. not before, — but several times afterwards. —

The defendant did not ask any further questions, & being unable to give bond to indemnify the Township, & to make any satisfactory compromise with the Complainant; he was committed to the County Jail to await his trial at the next Court of Common pleas

I certify the within to be a true Transcript
from my Docket August 1st 1831

Matthew Gooding Jr

Thomas Robinson
vs
Michael P. Cassely Admr. of
Samuel Fisher dec'd & Elizabeth
Fisher widow: & Eliza Fisher
& others heirs at law of of the
Fisher dec'd

Scire facias
on Mortgage

The Sheriff having returned the record
Scire facias issued in this cause "Nihil"
as to all the Defts. It is ordered that the
Defendants plead or demur to said writ
of Scire facias by to-morrow morning at the
coming in of the Court. And it further
appearing to the Court that Hannah
Fisher, Matilda Fisher & Celina Fisher
three of the defendants in said writ are
minors within the age of twenty one
years. It is ordered by the Court that
Moses B. Cowin Esq. be appointed guardian

at Citizen for said Minor heirs. & the said Marcus B. Corwin appears in open Court & accepts of such appointment.

Union Comm Pleas

Thomas Robenson Pltff
vs Scire facias
The Heirs of Saml Fisher

Scire facias to all the Defendants named in the within writ

Saml Miller Pltffs
By S. B. Johnson Atty

May 4th 1831

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas as it is said Samuel Fisher being Indebted to Thomas Robinson in the Sum of Seventy five Dollars and Whereas the said Samuel Fisher to secure the payment thereof Did on the 29th Day of March in the year of our Lord One thousand Eight Hundred & Twenty Seven Execute a Deed Commonly called a Mortgage Deed to said Thomas Robinson the State and Statues of Ohio is as follows to Wit

This Indenture made this 29th Day of March in the year of our Lord One thousand Eight Hundred and twenty Seven between Samuel Fisher of Hamilton County & State of Ohio of the first part and Thomas Robinson of the county of Union & State aforesaid of the other part Witnesseth that the said party of the 1st part for and In consideration of the Sum of Seventy five dollars of good and Lawfull money of the United States — to him in hand paid by the said party of the second part the Receipt whereof is hereby confessed and acknowledged, hath Granted bargained Sold released aliened and confirmed unto the said party of the second part and by these presents doth grant bargain sell release alien & confirm unto the said party of the second part and to his heirs and assigns fifty acres of Land part of Survey No. 4071 Entered in the name of Elizabeth of 1080 acres adjoining Lands Mortgaged to John Pate in said Survey to be laid off in as near a square as the nature of the case will admit; of Together with all and singular Hereditaments thereunto in any wise belonging and the reversion & Reversions Remainder & Remainders rents Issues & Profits thereof

To Have and to Hold the Said premises hereby released and confirmed with the Appertenances unto the Said party of the Second part, and to the Sole and Only proper use benefit and behoof of the Said party of the Second part his heirs and Assigns And their presence are upon the Respective condition that if the Said Saml Fisher his heirs Executors and Administrators do and Shall well and truely pay or cause to be paid unto the Said party of the Second his Certain Attorney or attorney heirs Executors Administrators or assigns the Sum of Seventy five Dollars current Money as aforesaid to be paid in Six months from the Date of these presents; together with the Interest which may accrue thereon that then and from thence forth; these presents and every thing herein contained Shall Cease & be Void otherwise to remain in full force and Vertue in Law —

In Witness Whereof the Said Samuel Fisher hereunto Sets his hand and Seal the Day & Year above written

Signed Sealed and Delivered in presence of us

John Reed
James Reed

Samuel Fisher (Seal)

State Ohio Union County ss

Personally appeared before me Elias Robinson one of the Justices of the peace of the Said County the within named Saml Fisher Signer of the within Deed & Did acknowledge the Signing of the Same to be his free act & Deed for the purposes therein Respected

Given Under My hand and Seal this 29th Day of March A D 1827 Elias Robinson Justice of the peace

And Whereas it appears that Said Deed was ~~made~~ Sealed & Recorded in the recorders office On the 22d Day of September A D 1827 in Vol 2d page 202

And Whereas since the Execution of said Deed the
said Samuel Fisher has Departed this Life — —
Leaving Michael P. Caseley Admr Elizabeth Fisher his
widdow Elwood Fisher, Lucinda Fisher, Christian N.
M. House Sarah House his wife Hannah Fisher
Matilda Fisher & Celina Fisher Heirs and Legal
Representatives of the said Samuel Fisher Decd
the three Last Mentioned being minors — And
Whereas as it is alledged said Sum of Seventy five
Dollars and Interest thereon has not been paid by
to the said Thomas Robinson by the said Samuel
Fisher in his Life time Nor by Either his heirs or ad
ministrator since his Death Now therefore We com
mand you that by two good & Lawfull Men of
your County you Make Known to the said Mich
ael P Caseley Admr of said Saml Fisher Decease
Elizabeth Fisher Widdow of said Deceased — Elwood
Fisher Lucinda Fisher Christian N. M. House & Sar
ah House his wife heirs of said Decd — and Han
nah Fisher Matilda Fisher & Celina Fisher Infant
Minor heirs of said Samuel Fisher Decd the Mat
ters & things herein contain if they be found in your
bailiwick and that they appear befor the Honorable
the Judges of our Court of common Pleas at the
Court House in Maysville on the 1st Day of our
next term to shew cause if any they have why a
Judgment should not be Entered & Execution Issue
against said Land and the same Sold to Satis
fy said Mortgage agreeably to the form of the
Statute in Such Case Made and provided
and how you then there this write
Witness the Honorable Frederick Gunby
Esqr President of our said court at the
Court House this 26 Day of April 1831
Silas G Strong Clerk

Pleas Com Pleas

Thos Robinson
vs
Thos Heirs of Saml Hetler

Filed April 20th 1831
Silas G Strong Clk

Thomas Robinson
vs.
Michael P. Cafferty Admr.
of Samuel Fisher dec.
Elizabeth Fisher, widow &
Ethwood Fisher
Lucinda Fisher
Christian M. Houser &
Sarah Houser his wife
Hannah Fisher
Matilda Fisher &
Celina Fisher, heirs at
law of Samuel Fisher dec.

Union Com. Plas

The Clerk
will issue
a Sci. fa. on
the Mortgage
herewith filed

these three are minors.

Dated April 15th 1831

Jon. E. Chapin
Pltffs Atty.

Silas G. Strong Esq.
Clerk. U. C. C. P.

Union Com: Pleas

Hannah Fisher &
others minor heirs
of Samuel Fisher dec'd
vs
Thomas Robinson

Plea

Filed Sept 20th 1831
Silas G Drury
Clk

Thomas Robinson
vs

Michael P. Cassidy, Adm.
of Samuel Fisher dec.d & Elizabeth
Fisher Widow & Elwood Fisher
Lucinda Fisher, Christian Mill. Horace
& Sarah Horace his Wife, Hannah
Fisher, Matilda Fisher & Celina Fisher
heirs at Law of the Intestate Fisher.

Another was Hannah Fisher, Matilda Fisher & Celina Fisher, whose names are subscribed to the Petition, by Moses B. Cowan their Guardian ad litem, come and defend the wrong & injury when & say that they cannot deny the aforesaid action of the said Thomas nor can they say anything in bar or preclusion thereof.

Moses B Cowan
Guardian ad Litem
for the Minors

Union Cont. Pleas

Thomas Robinson
vs 3 Levari facias
Saml. Fishburn

Debt	$92.88
Docket fee	5.00
Sheriff's fee	2.31
Clerk's fees	7.09
This Receipt & Writ & file & [illegible] for [illegible] accing	.54
	$107.82

Sheriffs

Costs Levy	34
Summoning Capias [illegible] and swearing them	1.00
mileage	50
advertising in Nu[illegible] Paper	1.87½
— in writing	1.50
writing	60
poundage 8310	1.66½
	$6.99
attorney fee	5.00
	$11.99

Received Oct 25th 1831
S B Lehman
Dep. for D. Miller
S.U.C.

Received Oct 25th 1831
$49.348
S.U.C.

State of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas Late in the Union County court of common Pleas — to at the September Term of said court to wit on the 20th Day of September in the year of our Lord One Thousand Eight Hundred — and Thirty one Thomas Robinson Plantiff in a certain action Brought on a Mortgage Executed by Samuel Fisher Late of Hamilton County Deceased — Did recover against Michael B Cassily administrator and Elizabeth Fisher Widow & Edward Fisher Levina Fisher, Christian N.M. Houser & Sarah Houser his wife & Hannah Fisher Matilda Fisher, & Celina Fisher Heirs and Legal Representatives of the said Samuel Fisher a Judgement for the Sum of Ninety Two Dollars & Eighty Eight cents it being the Principal Sum of Seventy five Dollars in the said mortgage specified and the Interest that has accrued thereon together with his costs herein about this Suit Expended — Lessed to the Sum of Fourteen Dollars and forty two cents — And amongst other things in this behalf it is ordered by the — court aforesaid that Execution issue for the above sums against the mortgaged premises to Wit a certain Piece or parcel of Land Containing fifty acres being part of Survey No 4071 Entered in the Name of Elizabeth Rickman of 1080 acres adjoining Land Mortgaged to John Pate in said Survey to be Laid off in as near a Square as the Nature of the case will admit of Together With all and Singular the Hereditaments thereunto belonging or in any wise appertaining Now Therefore We Command you that you Levy the said Damages & costs upon the said Premises and that you Cause the Same to be Sold to Satisfy the aforesaid Judgment & costs and that in all things touching the Sale you proceed agreeably

to the form of the Statute in such case made and provi-
ded and that you have the Money Together with this
Writ before the Honorable the Judges of our Court of com-
mon Pleas at the Court house in Marysville on the first
Day of our Next Term to Render unto the Said Thomas
Robinson the Said Sum of Ninety Two Dollars & Eighty Eight
cents Damages & $14.42 cost Together with the Interest thereon
from the Said 20th Day of Sept. 1831

Witness The Honorable Frederick Grimke Esq.
President of our Said court at the court house
this 24th Day of October 1831

Silas G Strong Clerk

Sheriffs Return

Agreeable to the command of the within writ I did on the 27th day of Oct. A.D. 1831 Levy the same on the within Divided Land & caused the same to be appraised by the oaths of three judicious Freeholders Residents of the county of Union to wit — James Riddle Jacob Fairfield & Andrew Kerr which appraisers made return to me of the value of the same which valuation was made ~~[illegible]~~ on actual view & that they valued the same at Two dollars & fifty cents per acre in Money — And afterwards to wit on the 24 day of Dec. A.D. 1831 after advertising the same agreeable to Law I proceeded to ~~sell the same~~ offer the same for sale at publick Vendue and outcry at the Door of the court house in Marysville & sold the same to Thomas Robinson for the sum of Eighty three dollars & ~~fifty~~ cents that sum being more than two thirds of the appraised value thereof & the highest sum that could be obtained ~~for the same~~ Samuel Robinson Deputy

for David Witter Sheriff

of Union County

Civil/Domestic Case File

Case No. 1831-CV-0007

No. 31-CV-7

Union Common Pleas Court.

Levi Anderson
Plaintiff,

AGAINST

John Deinweddes, Ecro
Defendant.

Sept 1832, Foreclosure
No Record.

Journal 1 Page 141

Record No. Page

Ex. Doc. Page

Agreeable to the within command I proceeded in presence of Stephen Dixon and ~~[illegible]~~ Isaac D good and lawfull men resident in said county of Union to Notify Sarah Dinwiddie executor and Selina Dinwiddie Margaret Dinwiddie Polly Dinwiddie Andrew Dinwiddie Sarah Ann Dinwiddie Richard Dinwiddie & Priscilla Dinwiddie heirs of John Dinwiddie dec'd by reading the same in presence and hearing of each and every one of them this 22nd day of April 1831

Samuel B Johnson Dep for David Witter Sheriff of Union County

Sarah Ann Pla
Levi Anderson for
the use of Samuel Long
vs Executors
Sarah Dinwiddie
and others Defts

Also the 6th day of April 1831 I have served the within summons by handing a true copy thereof to each of the defendants within named in presence of Stephen Dixon and Isaac D Jones Deputy for David Witter Sheriff of Union County as above in our presence the day the date of the return

In witness whereof we have hereunto set our hands and seals

Isaac D Jones
Stephen Dixon

I Also served the same on Robert Dinwiddie executor in presence of Stephen McLain and Ramona Clark two good and lawful men of said county of Union by reading the same in presence and hearing of said Robert this 25 day of April 1831

Samuel B Johnson Dep
for David Witter Sheriff

We certify the above to be a true return of service made in our presence on the above date by Samuel B Johnson Dep for David Witter Sheriff

Stephen McLain
Ramona Clark

Nihil as to Reuben Burdick and Elizabeth Burdick late Elizabeth Dinwiddie and William Dinwiddie

David Witter sheriff U.C.
By Samuel B Johnson Dep.

Cost.
Mileage. 5 m. $0.25
Services 8 15 each 2.25
2,50

State of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas heretofore to Wit On the 23d Day of March in the Year of Our Lord One thousand Eight Hundred and twenty Seven, John Dinwiddie of Said County of Union Executed a Deed Commonly Called a Mortgage unto Levi Anderson The Tenor & Substance of which is as follows To wit. This Indenture made this twenty third Day of March in the year of Our Lord one thousand Eight hundred and Twenty Seven between John Dinwiddie of the County of Union & State of Ohio of the first part and Levi Anderson of the County of Ross and State aforesaid of the Second part. Witnesseth that the Said Party of the first part for and In consideration of the Sum of One Hundred and Ninety Seven dollars and fifty cents Lawfull Money of the United States to him in hand paid by the Said party of the Second part the receipt Whereof is hereby confessed and acknowledged Hath Granted Bargained Sold released Aliened And confirmed And by these presents doth Grant Bargain Sell release alien & confirm Unto the Said party of the Second part and unto his heirs and Assigns forever all that tract or certain parcel of Land, Situate Lying And being in the State of Ohio And county of Union On the Waters of Millers being part of Survey No 9028 in the Virginia Military District and bounded as follows to Wit; Beginning at a beach and two Hickories thence running S 12° 30' E 250 poles to a Box elder & Willow thence with the Ancs of the ance W N 62° W 73 poles thence N 40 West 65 poles thence N 76° W 43 poles thence N 45 W 52 poles thence N 28 W 26 poles thence N 16 W 22 poles to a State in the Upper Line to Being the Nor the Line of the Said Survey Then With the said Line of the —

State of Ohio Ross County ss } Before me Peter Pattison a Justice of the peace in and for Said County Personally Came the above named John Dinwiddie of Lawfull age and Acknowledged the Signing and Sealing of the above and foregoing Indenture to be his Voluntary act and Deed for the purpose therein expressed

Given Under My hand and Seal this 23 Day of March 1827

Peter Pattison J Peace Seal

Which Said Mortgage Deed was on the 5th Day of April 1827 Duly Recorded in the Recorders Office of the County of union And Whereas as it is Said Defaulto has been made in the payment of the Said principal Sum of One hundred and Ninety Eight Dollars and fifty Cents And Interest — At the time Specified in Said promissory Note And Whereas Since the Execution of Said Mortgage Deed Said John Dinwiddie Departed this Life — Leaving Sarah Dinwiddie Widow Robert Dinwiddie & John Dinwiddie Co Executors also Reuben Burdock & Elyabeth Burdock late Elyabeth Dinwiddie, Silena Dinwiddie Ann Dinwiddie Margaret Dinwiddie Polly Dinwiddie Andrew Dinwiddie Sarah Ann Dinwiddie — Rebecca Dinwiddie & Priscilla Dinwiddie Heirs & Legal Representatives of the Said John Dinwiddie, Decease — And Whereas as it is alledged Said John Dinwiddie in his Life time — & Said Sarah Dinwiddie Robert Dinwiddie and John Dinwiddie the Executors Since the Death Said John died & have made Default in the payment of Said Sum of Money —

Survey N 81° E 135 poles to the beginning contain
ing One hundred and Sixty Acres be the Same mor
e or less To Have & To Hold the Said premises hereby
released conveyed and confirmed to gether with
all and Singular the privileges and appurtenan
ces thereunto in any wise Belonging unto the Sai
party of the Second part, and to the Sole and
only proper use and behoof of the Said party
of the Second part his heirs & assigns forever
Provided always and these presents are upon this & prop
condition, that Thomas the Said party of the first
part Is justly Indebted to the Said party of the Se
cond part the Sum of One hundred and Ninety Sev
Dollars & fifty cents for Which Sum the Said party of
the first part has Executed his promissory Notes bear
ing Even Date with these presents One of Which is
for the Sum of Ninety Eight Dollars and Seventy
five cents payable on the 1st day of December 1828
the other Note for the Sum of Ninety Eight Dollars
and Seventy five Cents payable on the 1st Day of
December 1829 Now therefore if the Said John Din
widdie of the 1st part Shall Well & truely pay
or cause to be paid to the Said party of the Secon
part his certain Attorney heirs Executors adminis
trators or assigns the before Mentioned two Several
promissory notes for the Sum of Ninety Eight Dollars
and Seventy five cents each with interest the
on from the date hereof at or before the times
When the Same shall Severally Become due without
defalcation That then and in that case and
from thenceforth these presents & every thing
herein contained Shall cease & be utterly void

Any thing herein contained to the contrary in any wise notwithstanding, But in case default shall be made in the payment of the said principal sum of One hundred and Ninety seven dollars and fifty cents or the interest thereof at the time or times when the same or any part thereof ought to be paid as aforesaid that then and in such case the said party of the first part for himself his heirs Executors and Administrators doth covenant grant promise and agree to and with the said party of the second part his heirs Executors and Administrators and assigns that it shall and may be lawfull for the said party of the second part his heirs Executors Administrators or assigns at any time thereafter to sell the premises aforesaid at public auction in manner and form prescribed by Law or any part thereof and a good and sufficient conveyance therefor to make to the purchaser or purchasers pursuant to the statute in such case made and provided * And out of the Money arising from such sale or sales to keep and retain in his own hands the said sum of One hundred and Ninety Eight Dollars & fifty cents and the interest thereof together with all costs charges & expenses that shall or may be due accrued arise or happen by reason or on account of such sale or sales (if any there be) shall be paid on the same being demanded to the said party of the first part his heirs Executors administrators or assigns

* the overplus money

In Witness whereof I have hereunto set my hand and seal the day and year first within aforesaid

In presence of us

Peter Patterson
Saml G Patterson

John Demaddin (Seal)

Now therefore We command you that by two Good and Lawfull Men of the County of Union you Make know the Same Unto Sarah Dinwiddie Robert Dinwiddie & John Dinwiddie Executors Also Reuben Bundick & Elizabeth Bundick Late Elizabeth Dinwiddie Selena Dinwiddie Wm Dinwiddie Margaret Dinwiddie Polly Dinwiddie Andrew Dinwiddie Sarah Ann Dinwiddie Rebecca Dinwiddie & Cresilly Dinwiddie the Heirs and Legal Representatives of the Said John Dinwiddie Decd that they appear Before the Honorable the Judges of our Court of common Pleas at the Court House in Marysville On the first Day of Next Term to Shew cause if any then be why Judgement Should not be Entered And Execution issue against the Said Land So Mortgaged And the Same be Sold to Satisfy the Said mortgage agreeably to the form of the Statute in Such Case made and Provided And how you shew then this writ Witness the Honorable Fredrick Grimkey Esq President of our Said Court at the Court house this 18th Day of August 1831

Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1831-CV-0008

The Supervisor Plff

vs

Godfrey Defd

Transcript

Filed May 5th 1831

Silas G. Strong

Clerk

The Supervisor of
Paris Township Plff
vs
Lemuel Godfrey Deff

Debt $2.00

Jus Fee Summons	12½
Judgment	25
Satisfaction	10
Bail	25
Subpoena	12½
Transcript	31¼
	$1=16¼
Witnesses Fee	50
Cons Fee	15

Suit Brought on failure to work on road to recover fine, March 8d 1831
On application of Plantiff a summons issued issued returnable on the 8th Instant at 1 Oclock P.M, which was returned in due time ~~endorsed~~ by Joseph O'Mullin Constable March 8th The parties attended on application of Defendant a subpoena was ~~granted~~ issued for Cyprian Lee and the witness attended and ~~after~~ hearing the alligations of the Parties and the proofs Judgment is rendered against the Defendant for the amt of two Dollars and costs of suit
The Defendant gave notice that he should appeal to the court of Common Pleas In the suit of the Supervisor of Paris Township against Lemuel Godfrey
I Joseph Rufsel do acknowledge myself bail in the sum of fifty Dollars to be levied on my Goods and Chattles Lands and Tenements in case the said Lemuel Godfrey fails to pay the Debt and costs and costs that may accrue in the Court of Common Pleas Ira Rufsell
March 8th 1831
I certify the above to be a true Transcript from my Docket
Ira Wood JP
April 26th 1831

Rec'd January 10 1832
S B Johnson Dep.
for David Willson S.U.C.

Union Com. Pleas

Lemuel Godfrey
v. Fi. Fa.
Hez. Burdick

Clerks fee	$0 97½
Sheriffs fee	32,0
½ Docket fee	1,50,0
Justice	1,78,0
	5,58,0
His Costs	25 0
	$ 5,83

Nulla bona
S B Johnson
Dep. for
David Willson S.U.C.

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We command you that of the Goods and chattels of Hezekiah Bundick for the use of Paris Township you cause to be made the sum of five Dollars & fifty eight cents - which Lemual Godfrey Recovered against him for his costs herein about his Suit Expended Where of the said Hezekiah Bundick for the use of Paris Township is convict as appears to us of Record And have you the Money together with this writ before the Honorable the Judges of our Court of Common Pleas at the court House in Marysville on the first Day of our next Term to render unto the said Lemual Godfrey his costs aforesd

Witness the Honorable Frederick Gamble Esq President of our said Court At the court house in Marysville this 9th Day of January AD 1832

Silas G Throng Clk

Civil/Domestic Case File
Case No. 1831-CV-0009

No. 31-CV-9

Union Common Pleas Court.

Supervisor, Paris T.P.
Plaintiff,

AGAINST

Jesse H Newman
Defendant.

non suited

Journal 1 Page 125

Record No. - Page -

Ex. Doc. 1 Page 37

Transcript —
Supervisor
vs
Newman —

Filed May 5th 1831
Silas G. Strong
Clerk

The Supervisor
of Paris Township Pltff
vs
Jesse H Newman Deff

Debt $2.00
Ins Fee Simmons — 12½
Judgment — — 25
Satisfaction — — 10
Bail — — — 25
Transcript — 31¼
$1.03¾

Cons Fee ——— 25

Suit Brought to recover the amt of fine for for failing to labour on high way

Feb 25th 1831 —

On application of the Plantiff a summons issued returnable on the 3d day of March which was returned in due time by Joseph Mullin Constable endorsed served by reading March 3d 1831 The Parties attended and ~~after~~ hearing the alligations of the Parties

Judgment is rendered in favour of the Plantiff for the sum of two Dollars and costs of suit

The Defendant gave notice that he should appeal the suit to the court of Common Pleas and gave Joseph Rupell as bail for appeal In the above suit of The Supervisor of Paris Township against Jesse H Newman I Joseph Rupell do acknowledge myself bail for the said Appellant in the sum of fifty Dollars to be levied on my Goods and Chattles Lands and Tenements in case the said Appellant fails to make payment of the Debt and costs and cost that may accrue in the Court of Common Pleas Jos Rupell

March 8th 1831 —

I certify the above to be a true Transcript from my Docket
April 26th 1831

Ira Wood JP

Received, January
10th 1832
S B Johnson
Debt for D. Witter S. U. C.

Jesse S Newman
his X mark

Hez Burdick

Clerks fee	$0 97,5
Shff fee	32,0
1/2 Docket M B	2,50,0
Justices court	1,28,5
	5 08,0
This Execution	25 0
	5,33

Nulla bona
S B Johnson
Debt for
D Witter S U C

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that of the Goods and Chattels of Hezekiah Burdick for the use of Paris Township you cause to be made the sum of Four Dollars and Eight cents Which Jesse S Newman Late in our court of common Pleas Recovered against him for his cost herein about his Suit in this behalf Expended Whereof the said Hezekiah Burdick is convicted for the use of Paris Township as appears to us of Record, And that you have the money together with this writ before the Honorable the Judges of Our Court of common Pleas at the court house in Marysville on the 1st Day of our next Term to render unto Jesse S Newman his costs aforesaid

Witness the Honorable Frederick Grimke Esq President of our said court at the Court house this 9th Day of January 1832

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1831-CV-0010

No. 31-CV-10

Union Common Pleas Court

Paris Tp. Supervisor
Plaintiff,

against

Joseph Russell
Defendant.

MAY TERM. 1831

Transcript

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

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

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

The Supervisors Plff

vs

Russell Deff

Transcript

Filed May 5th 1851

Silas G. Strong

Clerk

The Supervisor of Paris Township Plantiff
vs
Joseph Russell Deft
Debt $2..00

Jus Fee -
Summons - 12½
Judgment - 25
Satisfaction - 10
Bail - - - 25
Transcript - - 31¼
$1.05¾
Cons Fee - - 25

Suit Brought to recover a fine for failing to perform 2 days labour on road
February 25th 1831
On application of Plantiff a summons issued to Joseph Mullin Constable returnable on the 3d day of March at 2 Oclock PM which was returned in due time by said Constable endorsed served by reading

March 3d The parties attended and after on hearing the allegations of the Parties Judgment is undered in favour of the Plantiff for the sum of two Dollars - and costs of suit
The Defendant gave notice of appeal
In the suit of The Supervisor of Paris Township against Joseph Russell I William Campbell do acknowledge myself bail for the said appellant in the sum of fifty Dollars to be levied on my goods and chattles lands and tenements in case the said appellant shall fail to make payment of the debt and costs and costs that may accrue in the Court of Common Pleas March 8th 1831 — William Campbell
I certify the above to be a true Transcript from my Docket Ira Wood P
April 26th 1831 —

Union Com Pleas

Joseph Russell
vs Fi Fa

Hez Burdick

Ph. B. Docket fee	2,50
Clerk fees —	97,5
Shff fees —	32,0
Justices cost. —	128,5
	5,08,0
This Receipts	25 0
	$5,33

Nulla bona
S B Johnson
Dept for
D Witter S U C

Rec'd Jan 10th 1832

S B Johnson Dep
for D. Witter
Sheriff U C

State of Ohio Union County ss

To the Sheriff of said County Greeting —
We Command you that of the Goods and Chattels of Hezekiah Burdick for the use of Paris you cause to be made the sum of five Dollars and Eight Cents ~~Cts~~ which Joseph Russell Late in our Court of common Pleas now against him for his costs herein about his Suit & plaint and whereof the said Hezekiah Burdick is convicted for the use of Paris Township. And that you have the Money together with this Writ before the Honorable the Judges of our Court of common Pleas at the Court House in Marysville on the first Day of our Next Term to Render unto the said Joseph Russell his said costs

Witness the Honorable Frederick Grimke Esq. President of our said court at the court House this 9th Day of Jany 1832

Silas S Strong Clerk

Civil/Domestic Case File

Case No. 1831-CV-0011

Civil/Domestic Case File

Case No. 1831-CV-0012

Civil/Domestic Case File
Case No. 1831-CV-0013

No. 31-CV-13

Union Common Pleas Court

Stephen Starling Plaintiff,

against

Aaron Yoxey Defendant.

Judg. by Deft.

Journal 1 Page 130

Record No. - - Page - -

Ex. Doc. Page

Union C. Pleas

Lyne Starling

vs

John Tossey

Praecipe

Mr Starling wishes this praecipe to be retained until he returns from Europe.

Lyon Starling
vs
John Tossy } Trespass &c.

Issue a summons in the above case — Damages $500 — Endors — This suit brought to recover $500 — for breaking and entering plaintiffs close cutting felling and destroying plaintiffs timber and carrying same away — also breaking up subverting and destroying plaintiffs soil &c

July 24. 1831.

G. & J. R. Swan attys for Plff.

W. H. Clark C. C. P.
Union County

Union Complaint

Lyne Starling et al
Lessors

vs

Aaron Tossy tenant

Filed Sept. 19. 1831
Silas G Strong
Clk

To be filed

G & J R Swan

Union Common Pleas
Of the Term of (AD 1831

The State of Ohio
Union County } set.

John Doe ex dem
Lynes Harling
vs
Richard Roe
alias Lossey Tenant

Personally appeared in open Court Samuel B Johnson and made solemn oath that he did on the 31st day of August (AD 1831 personally serve Lossey Tenant in possession of a part of the premises mentioned in the declaration of Ejectment hereunto annexed with a true copy of the said Declaration and of the notice hereunder written and at the same time read over to the said Lessors Lossey the said notice and explained to him the intent & meaning of the said declaration & of the said notice & of the service thereof

Samuel B Johnson Dep
for David Hilliar S.U.C.

Costs of service

for copy of Declaration		$1,50
Service		0,35
Milage	11 miles	0,50
		1,65

Samuel B Johnson Dep
for David Hilliar S.U.C

Union Common pleas : Of the term of February in the year of our Lord 1831

State of Ohio

Union County Sct. Richard Roe was summoned to answer John Doe of a plea wherefore he the said Richard Roe with force and arms &c entered into five messuages five Cabins five barns five stables five yards five gardens five orchards, fifty acres of arable land fifty acres of meadow land fifty acres of pasture land fifty acres of wood land fifty acres of land covered with water and fifty acres of other land with the appurtenances situated in said County of Union (being part of a tract of land consisting of 640 acres conveyed to Lucas Sullivant by patent bearing date the 8th day of April AD 1800 which Lyne Starling had demised to the said John Doe for a term which is not yet expired and ejected him from his said farm And also wherefore the said Richard Roe with force and arms &c entered into five other messuages five Cabins five barns five stables five yards five gardens five orchards fifty acres of arable land fifty acres of meadow land fifty acres of pasture land fifty acres of wood land fifty acres of land covered with water and five acres of other land with the appurtenances situated in said County (being another part of said tract of 640 acres of land patented to said Lucas Sullivant on the 8th of April AD 1800 which William A. Michael Lard Joseph Sullivant heirs of Lucas Sullivant dec^d had jointly demised to the said John Doe on the first day of May 1830 for a term which is not yet expired and ejected him from his said last mentioned farm and

other moneys to the said John Doe then and there due to the great damage of the said John Doe &c

And thereupon the said John Doe by G & J R Swan his attys complains: That whereas the said Lyne Stading on the first day of May A D 1830 at the County aforesaid had demised to the said John Doe the said tenements with the appurtenances first above mentioned to have and to hold the same to the said John Doe and his assigns from ~~the fo~~ thenceforth for and during and unto the full end and term of ten years and six months from thence next ensuing and fully to be complete and ended And also that whereas the said William Sullivant Michael Sullivant and Joseph Sullivant on the said first day of May A D 1830 at the County aforesaid had jointly demised to the said John Doe the said tenements with the appurtenances secondly above mentioned to have and to hold the same to the said John Doe and his assigns from the said first day of May A D 1830 for and during and unto the full end and term of fifteen years and eleven months from thence next ensuing and fully to be complete and ended By virtue of which said several demises the said John Doe entered into the said several tenements so first and secondly above mentioned with the appurtenances thereunto and was possessed thereof for the same several terms so to him thereof respectively granted as aforesaid And the said John Doe so being thereof possessed the said Richard Roe afterwards towit on the

seventh day of may AD 1830 at said County with
force and arms &c entered into the said tenements with
the appurtenances first and secondly above mentioned
in which the said John Doe was so interested
in manner and for the several terms aforesaid which
are not expired and ejected the said John Doe from
his said several terms and other wrongs to the said
John Doe then and there did to the great damage
of the said John Doe &c Whereof the said John
Doe saith that he is injured and hath sustained
damage to the value of fifty dollars and therefore
he brings his suit by

G O J Rekman
his attys

Mr Aaron Mr John Tossey

I am informed that you are in
possession of and claim the title to the premises in the
declaration of ejectment mentioned or to some part
thereof and I being sued as a casual ejector
only and having no claim or title to the same
do advise you to appear at the September term
1831 of the Court of Common Pleas of the County
of Union held on the 19th September 1831 by some
Attorney of that Court and there and then by rule
of the same Court to cause yourself to be made
defendant in my stead, otherwise I shall suffer
judgment to be entered therein against me by
default and you will be turned out of possession
Dated this 25 day of July AD 1831.

Richard Roe

Civil/Domestic Case File
Case No. 1831-CV-0014

No. 31-CV-14

Union Common Pleas Court.

Moses B Corwin
Plaintiff,

AGAINST

Samuel Kazar,
Defendant.

Sept 1831. Note
Judg vs Defendt,
$35-00

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Record No. 2 Page 161

Ex. Doc. 1 Page 38

Miscellaneous
Letters

Union Com Pleas

Charles B Cannon
vs
Samuel Rager
Sanfucia

Forthwith

Served the within by leaving a copy at the residence of the Defendant & reading the same to his Wife - David Miller Shff.
19th Sept 1831

Serving	0.75
Traveling fee	0 30
Copy	0 28
Fees	1.33

David Miller Shreff
U. C.

The State of Ohio
Union County } ss

To the Sheriff of said County Greeting

Whereas by a Transcript filed in our said Court of Common Pleas this 19th day of September in the year of our Lord Eighteen Hundred & Thirty one from the Docket of M Gooding a justice of the Peace for the County aforesaid in which Moses Bloomer is Plaintiff & Samuel Kager is defendant it appears that the said Moses Bloomer on the Twenty Eighth day of May in the year of our Lord Eighteen Hundred & Thirty one recovered a judgment against the said Samuel Kager for the sum of Thirty five Dollars & Costs of suit and also that on the 29th day of June in the year aforesaid Execution issued against the Goods & Chattles of the said Samuel Kager in favor of the said Moses Bloomer Directed to D Kenyon a Constable of the County aforesaid and that afterwards on the 9th day of July in the year aforesaid returned the said Execution with the following Endorsement "No Property found whereon to Levy" and that afterwards Jan the 11th day of July in the year last aforesaid the Plaintiff suggested that the Defendant owned Real Estate. You are therefore hereby Commanded to summon the said Samuel Kager if he may be found in your Bailiwick to appear forthwith before the judges of said Court of Common Pleas at the Court House in the Town of Marysville in said County of Union to shew cause if any he hath why Execution should not be awarded against the Lands & Tenements of said Samuel Kager on said judgment and that you have then there this Writ.

Witness the Honorable Jacob Kimphey Esq President of our said Court at Marysville this 19th day of September A.D. 1831

Silas G. Strong Clerk

Moses B. Carrier

vs } Framerpt Real
Estate Legislated

Samuel Hazen

Filed Sept 9th 1831

Silas G Strong

Clerk

Moses B Corum
vs
Saml. Hazar

The State of Ohio Union County ss

Suit brot. on note of hand given by defendant of which the following is a copy "I promise to pay Moses B Corum or order Thirty five Dollars for value Received as witness my hand & seal this 28th day of April AD 1831

Signed Samuel Hazar"

Debt	$35.00
Summons	" 12½
Adjournment	" 10
Judgment	" 25
Execution	" 25
Const. fees	" 17½
Transcript	31¼
	36.21¼

"May 11th 1831 on application a Summons issued returnable 17th inst. at 10 O'clock AM. which was returned by D. Stingery constable endorsed "May 13th 1831 legally served by copy the Defd. not being found fees 17½ cents"

May 17th 1831. The parties appeared the plaintiff by his agent Norman Chapman and the Defd. by his agent D. H. Lathrop and on application of Defd. an adjournment was granted, by consent of the plaintiff until May 25th 1831

May 25 The parties appeared by their agents aforesaid and no cause being shewn why Judgment should not go against defendant, Judgment was therefore rendered him the said defendant, for Thirty five dollars & costs of Suit 65 cts

June 29th 1831 Execution issued to D. Stingery Constable which was returned July 9th endorsed "legally served, no property found whereon to levy.

July 11th 1831 The Plaintiff suggested that the defendant possessed real Estate

The State of Ohio
Union County ss

I hereby certify the above to be a true copy from my docket

Given under my hand and seal this 16th day of Sept. AD 1831

M. Gooding J.P. (Seal)
Union Township

I the subscriber Deputy for David Witter Sheriff of Union County Do certify that the within Named appraisers are Each and all of them Respectable Disinterested Free holders Residents of the County of Union and were by me Summoned and sworn Impartially to appraise Samuel Kazar Interest in the tract of Land with in Discribed Levied as the property of Samuel Kazar in the case within mentioned

October 27th A.D. 1831

Samuel B Johnson Dept
for David Witter S.U.C.

Moses B Comm
$3 cost of
appraisement
Samuel Kazar

Cost
for writing original 36 words
10 cents per 100 — 36
this copy — 36
— 72

State of Ohio
Union County } We the undersigned Free holders and Residents of the county of Union having been summoned & Sworn by Samuel B Johnson Deputy for David Witter Sheriff of the county aforesaid Impartially to appraise Samuel Hazar's Interest in the tract of Land following Taken in Execution in a case wherein Moses B Comm is Plaintiff and Samuel Hazar Defendant Which tract of Land is described and Bounded as follows to wit Beginning at 5 Stns in the line of Nicholas Wathaway Survey being a corner to Robert Means Survey thence with said Means Line S 6 E 94 Poles to said Wathaways Corner thence N 49 W 8 poles thence N 10 E 60 Poles to the Place of Beginning More or less Did on this 27th Day of October AD 1831 on actual view & Examination of said tract of Land Estimate and appraise the value thereof in money at the sum of one Dollar

Given under our hands and seals
this 27th day of October AD 1831

Jacob Fairfield LS

Andrew Keys LS

James Riddle LS

The above is a true copy of the original
as returned to me — S B Johnson Dept
October 27th 1831 } for D Witter S, U, C,

vs ~~Samuel B. Johnson~~

I the subscriber Deputy for David Witter Sheriff of Union County Do certify that the within named Appraisers are each and all of them ~~[illegible]~~ Respectable Disinterested Freeholders Residents in the county of Union And were by me summoned and sworn Impartially to appraise Samuel Kazar's interest in the tract of Land within Described Levied on as the Property of Samuel Kazar in the case within mentioned

October 27th AD 1831

Samuel B Johnson Dep
for David Witter S.U.C.

Notes B Convers
Fees 3 cents
Disbursement
Samuel Kazar

Fees
for writing original 96
Words 10 cents 100 96
this copy 36/72

State of Ohio
Union County } We the Undersigners Freeholders and Residents of the of Union having been summoned and sworn by Samuel B. Johnson Deputy for David Witter Sheriff of Union County aforesaid Impartially to appraise Samuel Kazars Interest in the tract of Land following Taken in Execution in a case Wherein Moses B Conrin is Plantiff and Samuel Kazar is Defendant Which tract is Described and bounded as follows To wit. Beginning at a stake on the state Road Leading from Mechanicksburg to Millford thence North 80 West 78 poles to two Burroaks thence S 10 30 W by the point of the middle at present 176 Poles to 5 Ims thence N 80 E 23 to a Burroak on said state Road thence with the said Road N 29 E 193 Poles to the Place of Beginning Being Part of Survey No 9998 the same More or Less. Did of this 27th day of October AD 1831 on actual view and Examination of said tract of Land Estimate and appraise the value therof in Money at the sum of fiftynine Dollars

Given under our hands and Seals this 27th Day of October AD 1831

Jacob Fairfield L S
Andrew Keys L S
James Riddle L S

Fee Claimed 50 cents each 1,50

The above is a true copy of the original as returned to me
October 29th 1831

S B Johnson Deft
for David Witter S. U. C.

2d

Before May

Jan to Oct

Nov Jan 1830

1830

Moses B Carr[illegible]
vs
Samuel Kazer } Judgment before M Goodwin Esq a Justice of the Peace. Real Estate suggested by Plaintiff —

In the above case the Court being satisfied that the Proceedings had by the Plaintiff are in conformity with the provisions of the Statute in such case made & provided & it further appearing to the Court by the Transcript returned here in this cause that the Plaintiff has recovered a judgment against the Defendant for the sum of Thirty five Dollars together with Costs of suit & it further appearing to the Court that Execution has been regularly issued on said Judgment & that the Constable to whom it was directed has returned on the same that no goods or Chattles could be found whereon to make a Levy & that after the return of said [illegible] Real Estate belonging

Civil/Domestic Case File

Case No. 1831-CV-0015

No. 31-CV-15

Union Common Pleas Court.

State vs

AGAINST

Plaintiff,

Wm Moorley

Defendant.

Bastardy,
Sept 1831.
Judg vs Defendt
for $100 00

Journal 1 Page 33 [127]

Record No. 2 Page 154

Ex. Doc. 1 Page 38 & 74

Bona

Wm Mooney

Filed May 21st 1831

Silas G Strong

Clerk

Know all men by these presents that We William Moody Rodger Moody & George Moody all of the County of Union are held and firmly bound unto the State of Ohio for the use of Union Township in Said County in the full Sum of One Hundred and fifty Dollars To the payment of which Well and truely to be made We Bind our Selves our heirs Executors and administrators Jointly & Severally firmly by these presents Sealed with our Seals & Dated this 21st Day of May 1831

The Condition of the Above Bond is Such that whereas the Above Bounden William Moody has been arrested and committed to Jail in Said county on the charge Bastardy Now if the Said William Moody Shall Well and truely appear before the Honorable the Judge of our Court of common Pleas at the Court House in Marysville on the first Day of our next Session and Not Depart the court without Leave and abide and pay all the Cost & Condemnation Money Shou he be found Guilty then this Obligation to be null & Void Else to be and Remain in full force & virtue both in Law & Equity

Attest Silas Gathright Clk

William Moodie Seal

Roger Moodie Seal
By George Moodie

George Moodie Seal

Thos. Mooney –
Habeas Corpus –
Filed May 21st
1831 Silas Stacy
Clk

I have the Body
May 21st 1831 S B Johnson Deptz
for D Witter Sheriff W.C.

cost
fee $0,75

State Of Ohio Union County ss

To the Sheriff of said County Greeting

I Wm Gabriel one of the Associate Judges Com-
mand you that you bring the body of Wm Moody -
Whom you hold in custody forth with before Me ~~the~~
to the Intent that he may be set to bail on the
charge of Bastardy upon which he is now held
and Have you then there this writ

Witness the Honorable Wm Gabriel
Esqr Associate Judge of the Court of
Common Pleas at the court House -
this 21st Day of May 1831

Attest Silas G Strong Clk

Union Com: Pleas.

The State of Ohio
on Compt. of Elizabeth
Simpson
vs.
William Moore

Compt. of Bastardy
Filed Sept 20th 1831
Silas G. Story
Clk

The State of Ohio Union County ss

The State of Ohio
vs
William Moodie

In a case of Bastardy

Affidavit of Comp.	" 25
Warrent	" 25
Commit. to Jail	" 25
Judgment	" 25
Transcript	" 31¼
	$1.31¼
Constables fees	65
	$1.96¼

May the 16th 1831. Personally appeared before me, Elizabeth Inson, and made complaint on oath, that she was this day delivered of a bastard Child & that Wm. Moodie of Union township, in said County is the father of said Child

May 17 Warrent issued against the said Wm. Moodie & Executed by Dave Ringey, constable, by bringing the defendant forward.

The Complanant being unable, by sickness, to leave her residence, the defendant was taken there; & the Complainant after being duly sworn, made the following replies to Questions asked by the Justice. — Justice - Is Wm. Moodie the father of your Child? - Complanant - He is. — Jus. - When was the Child begotten? Comp. - In August last, at James Holgroves. — Jus. What time in August? - Comp. - I do not know. The defendant here asked the Complainant, if she could not tell what time in August it was done — She replied as before that she could not tell. - Jus. - Has any other person had like communications with you at any time? Comp. - none other. — Jus. Was Wm. Moodie in the habit of this thing frequently with you, about the time the Child was begotten? — Comp. - not before, but several times afterwards. The defendant did not ask further questions, & being unable to give bond to indemnify the township, and to make any satisfactory compromise with the complainant, he was committed to the County Jail to await his trial at the next Court of Common Pleas. —

I certify the above, to be a true transcript from my docket. Milford September 19th 1831

Matthew Gooding J. Peace
in Union township

Wm Moody

Complaint of
Bastardy

The State of Ohio Union County ss.

Personally came before me Matthew Gooding one of the Justices of the peace in and for said County, Elizabeth Imson an unmarried woman of Union Township in said county, and made solemn oath that on the 16th day of May in the year 1831. She was delivered of a Bastard Child & that William Moore of said county Union Township is the father of said child

Elizabeth her | Imson
mark

Test R. P. Mann

Subscribed & sworn to before me this 16th day of May 1831

M Gooding J P

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods and chattels of Wm Moodie in your bailiwick you cause to be levied the sum of one hundred and fourteen Dollars and eighty seven and a half cents which by the Judgment of our Court of Common Pleas at the September term thereof 1837 ~~Betsy~~ Elizabeth Impson recovered against the said Wm Moodie with interest thereon from Sept 17th 1831 until paid and the accruing costs and for want of goods and chattels that you cause the same to be levied of the lands and tenements in your bailiwick of the said Wm Moodie and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said Elizabeth Impsons and have you then there this writ

Witness J. K. Man President of said Court this 12 July 1837

Ja. H. Gill Clerk C.P.

Union Com. Pleas

Elizabeth Impson
v } fi fa
Wm Mbodie

Judgt	$100.00
costs	14.87½
This writ	35
	$115.22½

Inst fi Sept 17. 1831

Service	35
Mil.	40
Inquest	1,00
Appraisers	1,50
Advertising in pap	2,00
mr Ellen atdt	2,25
Paundage	1,40
	9,00

Received on the 17th day of September 1831 a copy of a writ of fieri facias issued by Jonathan Lane Esq. Clerk of the Court of Common Pleas in and for said County of Union in favor of Elizabeth Impson against the goods and chattels of William Mbodie to satisfy the sum of $115.22½ with interest thereon from the date hereof and costs of suit. Also on the 18th day of September I levied on a certain Black Horse as the property of said Defendant and I do now offer the same for sale at public vendue on the 3rd day of October next at the house of said Defendant in Dublin Township.

Given under my hand this 17th day of September 1831

John Ellis Bailiff

Civil/Domestic Case File

Case No. 1831-CV-0016

(6)

No. 31-CU-16

Union Common Pleas Court.

Rachel Tunks
Plaintiff,

AGAINST

Henry Hulse
Defendant.

APR TERM, 1833.

Cause abated,

Journal 1 Page 154

Record No. No Record Page

Ex. Doc. Page

Rachel Junks by
Thos Junks Pltff
v
Henry Hutse

Recepe filed
Nov 30th 1831
Silas G Story
Clk

Marysville ~~Oct~~ November 30 - 1851.

Rachel E Junks
by her next friend
vs
Henry Hulse

Action of trespass on the case

Action brought ~~for~~ to recover damages for words spoken falsely and maliciously by defendant to the damage of plaintiff

damage $5.000

Issue Summons

Thomas Junks

W L Sawyer Atty. Plt

Served by leaving an Exact copy.
at the Residence of the within named
Henry Hulse defendt in this action
Which copy was left with defts Wife

January 17th 1832 Samuel B Johnson Deptt
for David Witter sheriff W.C.

Costs

Milage	$0.50
Copy	12½
Service	35
	97½

S B Johnson Deptt
for David Witter Sh

Attached Suits
Thos Sturtevant
vs
Henry Hulse
Summons
Filed May 31st 1832
Abel Collins
Clerk

Received January
10th 1832
S B Johnson Deptt
for D Witter
Sheriff W.C.

Ulster Common Pleas
Thomas & Sturtevant
vs
Henry Hulse
Damage for assault
& battery & Malicious
Prosecution by Sarah
Hulse
Damage $25.00
Sarah Sturtevant
her
Mark

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To summon Harvey Houlse

on the 1st Day of our next term

to appear before the Honorable, the Judges of the Court of Common Pleas, of our said County, at the Court House in Marysville, To answer Rachel Franks by her next friend in an action of Trespass on the case Damages $5,000.00

and have you then there this writ.

WITNESS, The Honorable Frederick Grimley Esq President of our said Court, at the Court House aforesaid, this 9th Day day of January A. D. 1832

ATTEST, Silas G Strong CLERK.

Rachel E. Jenkins
vs
Henry Marble
the Defdt
will file it

Filed July 8th 1832
Silas G. Strong
Clk

Refiled November 16th 1832
Silas G Strong
Clk

State of Ohio Union County Court of Common pleas of the term of February one thousand eight hundred and thirty two

Union County ss

Henry Hulse was summoned to answer Rachel E. Junks by her next friend of a plea of trespass on the case and thereupon the said Rachel E. Junks by W. C. Lawrence her attorney complains for that whereas the said Rachel E. Junks now is a good true honest and chaste and faithful citizen maid and unmarried woman of the state of Ohio and as such maid and unmarried woman has always behaved and conducted herself and untill the committing of the several grievances by the said Henry Hulse as herein after mentioned was always reputed esteemed and accepted by and amongst all her neighbors and other good and worthy citizens of the state of Ohio aforesaid, to whom she was in any wise known to be a maid of good name fame character and reputation to wit at the County of Union and State of Ohio aforesaid - And whereas also the said Rachel E Junks hath not ever been guilty or untill the time of the committing of the several grievances by the said Henry Hulse as herein after mentioned been suspected to have been guilty of fornication, a want of chastity or any other such heinous offence. By means of which said premises. She the said Rachel E Junks before the committing of the said several grievances by the said Henry Hulse as herein-after mentioned had deservedly obtained the good opinion and credit of all her neighbors and other good and worthy citizens of the State of Ohio aforesaid to whom she was in any wise known to wit at the county of Union aforesaid. Yet the said Henry Hulse well knowing the premises but greatly envying the happy state and condition of the said Rachel E. Junks and contriving and falsely wickedly and maliciously intending to injure

Rachel E. Jenks
vs
Henry Noble
the C. L. h.
will file it

Filed July 8th 1832
Silas G. Strong
Clk

Refiled November 16th 1832
Silas G. Strong
Clk

State of Ohio Union County Court of Common plea of the term of February one thousand eight hundred and thirty two

Union County ss

Henry Hulse was summoned to answer Rachel E. Junks by her next friend of a plea of trespass on the case and thereupon the said Rachel E. Junks by W. C. Lawrence her attorney complains for that whereas the said Rachel E. Junks now is a good true honest faithful citizen maid and unmarried woman of the state of Ohio and as such maid and unmarried woman has always behaved and conducted herself and until the committing of the several grievances by the said Henry Hulse as herein after mentioned was always reputed esteemed and accepted by and amongst all her neighbors and other good and worthy citizens of the state of Ohio aforesaid, to whom she was in any wise known to be a maid of good name fame character and reputation to wit at the County of Union and State of Ohio aforesaid - And whereas also the said Rachel E Junks hath not ever been guilty or until the time of the committing of the several grievances by the said Henry Hulse as herein after mentioned been suspected to have been guilty of fornication, a want of chastity or any other such heinous offence. By means of which said premises. She the said Rachel E Junks before the committing of the said several grievances by the said Henry Hulse as herein-after mentioned had deservedly obtained the good opinion and credit of all her neighbors and other good and worthy citizens of the State of Ohio aforesaid to whom she was in any wise known to wit at the county of Union aforesaid. Yet the said Henry Hulse well knowing the premises but greatly envying the happy state and condition of the said Rachel E. Junks and contriving and falsely wickedly and maliciously intending to injure

the said Rachel E Junks in her good name fame character and reputation and to bring her into public scandal infamy and disgrace with and amongst all her neighbors and other good and worthy citizens of the County of Union aforesaid and elsewhere and to cause it to be suspected and believed by those neighbors and citizens that she the said Rachel E Junks had been and was guilty of fornication assaut of chastity or other such offences. and to vex harrass oppress impoverish and wholly ruin her the said Rachel E Junks heretofore to wit on the nineteenth day of July in year of our Lord one thousand eight hundred and thirty ~~[illegible]~~ one at the county of union aforesaid in a certain discourse which he the said Henry Hulse then and there had with one Joseph Brannon of and concerning the said Rachel E. Junks in the presence and hearing of divers other good and worthy citizens of the the State of Ohio aforesaid and at the County of Union. then and there in the presence of the said Joseph Brannon falsely wickedly and maliciously spoke and published of and concerning the said Rachel E. Junks then false scandalous malicious slanderous and defamatory words following that is to say she (meaning the said Rachel E. Junks) was pregnant, (meaning that the said Rachel E. Junks had been carnally known by a man and had thereby committed the offence of fornication) and for that whereas afterwards to wit on the twelfth day of July one thousand eight hundred and thirty one at the county of Union and State of Ohio aforesaid in a certain other discourse which the said Henry Hulse then and there had with one Joseph Brannon in the presence and hearing of divers other good and worthy citizens of the State of Ohio aforesaid. he the said Henry Hulse contriving and intending as aforesaid in the the presence and hearing of ~~the said divers other citizens~~ divers other citizens falsely slanderously and maliciously spoke and published of and concerning the said Rachel E Junks these false slanderous malicious and defamatory words following that is to say. she (meaning) the said Rachel E Junks) was with child. (meaning that the said Rachel E Junks ~~had~~ had thereby committed fornication and was thereby by unchaste and abandoned. And for that whereas afterwards to wit on the same day and year aforesaid to scandalize disgrace impoverish and wholly ruin the said

Rachel C. Funks as afore said and to bring her into public scandal infamy and disgrace as aforesaid, he the said Henry Hulen did falsely wickedly and maliciously speak publish and loudly proclaim of and concerning the said Rachel C. in presence and hearing of one Samuel Simpson in a certain discourse which the said Henry then and there had with the said Samuel Simpson in the presence and hearing of divers good and worthy citizens of the State of Ohio aforesaid these other false feigned malicious and defamatory words to wit. her mother (meaning the mother of the said Rachel C.) put her hand in (meaning into the body of the said Rachel C.) and pulled it (meaning the child) out. meaning that the said Rachel C. Funks had been carnally known by a man and thereby had been guilty of fornication. And for that whereas afterwards to wit on the same day and year aforesaid at the County of Union aforesaid in a certain other discourse which the said Henry Hulen had with one Samuel Simpson of and concerning the fact of whether the said Rachel C. was with child or not and concerning the said Rachel C. Funks in the presence and hearing of divers other good and worthy citizens of the State of Ohio aforesaid. he the said Henry further contributing and intending as aforesaid in the presence of divers good and worthy citizens falsely and maliciously spoke and published of and concerning the said Rachel C. these false slanderous malicious scandalous and defamatory words following that is to say Anna her mother (meaning the mother of the said Rachel C.) put her arm (meaning the arm of the said Rachel C. Funks' mother) in (meaning into the body of the said Rachel C.) part way (meaning about half to the elbow) and took it (meaning the child) out meaning the said Rachel C. had been with child and she the said Rachel C. being a woman as in the premises had thereby been guilty of fornication. and this the said Rachel C. will verify that the said Henry thereby then and there meant to insinuate and have it understood by the said Samuel Simpson that the said Rachel C. had been suspected to have been and had been guilty of fornication and was was an unchaste woman, and so the said Samuel Simpson

understood the said words to wit at the County of Union aforesaid. By means of the committing of which said several grievances by the said Henry Mulie as aforesaid she the said Rachel E. Funks hath been and is greatly injured in her good name fame character and reputation and brought into public scandal infamy and disgrace with and amongst all her neighbors and other good and worthy citizens of the State of Ohio aforesaid and elsewhere insomuch that divers of those neighbors and citizens to whom the innocence and integrity of the said Rachel E. in the premises were unknown have an account of the committing of the said grievances by the said Henry as aforesaid, from thence hitherto suspected and believed and still do suspect and believe the said Rachel E to have been and to be a person guilty of fornication and wanting in chastity and have by reason of the committing of the said grievances by the said Henry as aforesaid from thence hitherto wholly refused and still do refuse to have ~~been~~ any transaction acquaintance familiarity or discourse with her the said Rachel E. as they were before used and accustomed to have and otherwise would have had. Wherefore the said Rachel E saith that she is injured and hath sustained damage to the amount of five thousand dollars and therefore she brings her suit &c

W. C. Lawrence
attoy for plaintiff

Union Com. Pleas

Henry Hulse
vs
Rachel L. Hently

Plea of Mill

Filed April 5th 1833
Silas G Strong
Clk

Henry Hulse
ats
Rachel E. Hunt &c

Union County – Court of Common Pleas of
the Term of April AD 1833 –

And the said Henry Hulse by G. Lucas his atty. comes & defends the wrong & injury when &c. and for plea saith he is not guilty of the said supposed grievances above laid to his charge in any part thereof and of this he puts himself upon the country &c.

By G. Lucas his atty

For Rachel E. Hunt in her actions – you will hereby notified that under the above plea we according to the statute in such case made and provided the said Henry Hulse will offer in evidence upon the same issue a bar to the said action that before the commencement of this suit to wit on the first day of January AD 1832 at Union County aforesaid the the said Rachel E. Hunt, ~~Plaintiff~~ had carnal knowledge of and did actually know a man, and then & there was with child and pregnant and had carnal knowledge of a man, to wit, at the county aforesaid whereupon the said Henry Hulse says, judgment and that he be acquitted of the plaintiff's may be barred &c.

G. Lucas atty for deft

Rachel E. Funks

v

Henry Hulse

Subpoena for

Deft's Witness

Filed June 2nd 1863

Silas G. Strong

Clk

Served on the within named witness

Receiving April 1st 1863

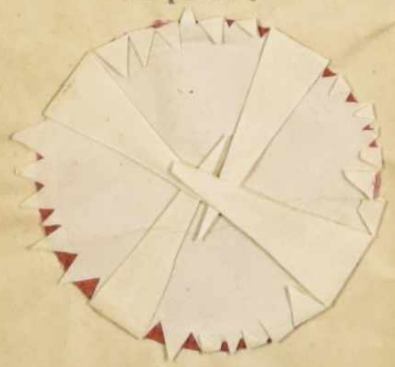
Fees ——— 60

Mileage ——— 1.00

1.60

C. Thompson Sheriff

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Samuel Moore Jane Brannon Mary Gallant Abigail Gundy Sarah Cheney Matilda Brannon & — to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Defendant in a certain matter of controversy, in our said court, pending and undetermined, between Rachel & Franklyn for plaintiff, and Henry Houlon — defendant; and this they shall in no wise omit, under the penalty of One hundred — and have you then there this writ.



Witness. The Honorable Hudson Crawford Esquire President of our said court, at the Court house in Marysville, this 21st day of July 1833

SILAS G. STRONG, Clerk.

Mun Com Pleas

Rachel E Lunks
v
Henry Hunter
Precipe for Attachment
Filed Sept 10th 1832
Silas G Strong

Rachel Chunks } case
vs
Henry Huese

The clerk will issue subpoenas in the above cause for Samuel Simpson Joseph Bramon Samuel Martin and Joseph White to be and appear on the first day of the next term of Common Pleas and the truth to say in the above cause

W C Lawrence
Atty for Plaintiff

with and amongst all her Neighbors and other good and worthy Citizens of the State of Ohio aforesaid and Circumstances in so much that Divers of those Neighbors and Citizens to whom the innocence and integrity of the said Rachel B in the premises was unknown have on account of the committing of the said grievances by the said Henry as aforesaid from thence hitherto suspected and believed and still do suspect and believe the said Rachel B to have been and to be a person guilty of fornication and wanting in chastity and have by Reason of the committing of the said grievances by the said Henry as aforesaid from thence hitherto wholly Refused and still do Refuse to have any transactions acquaintance familiarity or Discourse with her the said Rachel B as they were before used and accustomed to have and otherwise would have had whereby the said Rachel B saith that she is injured and hath sustained damages to the amount of five Hundred Dollars and therefore she brings her suit &c

W C Lewis
Atty for plaintiff

Rachel B Sunks
vs
Henry Hutchs

Copy of Declaration
C. Stong for
Silas C Strong C.C.P.
E.C.

State of Ohio Union County Court of Common
pleas of the term of February One thousand Eight Hundred
and thirty two

Union County SS

Henry Hulse was summoned to answer Rachel C Junks
by her next friend of a plea of trespass on the case
and thereupon the said Rachel C Junks by W. Lawrence
her attorney complains for that whereas the said Rachel C Junks
now is a Good true Honest just Chaste and faithful Citizen
Maid and unmarried woman of the State of Ohio and as
such Maid and unmarried woman has always behaved and
conducted her self and untill the committing of the several
grievances by the said Henry Hulse as herein after mentioned
was always respected esteemed and accepted by and amongst
all her Neighbours and other Good and worthy Citizens
of the State of Ohio aforesaid to whom she was in any wise
known to be a Maid of Good Name fame Character and
reputation to wit at the County of Union and State of
Ohio aforesaid and whereas also the said Rachel C Junks
hath not ever been Guilty or untill the time of the committing
of the several grievances by the said Henry Hulse as herein after mentioned
been suspected to have been guilty of fornication a want of
Chastity or any other such heinous offence — By means of which
said premises she the said Rachel C Junks before the committing
of the said several grievances by the said Henry Hulse as
herein after mentioned had peaceably obtained the Good opin-
ion and Credit of all her Neighbors and other good and
worthy Citizens of the State of ohio aforesaid to whom
she was in any wise known to wit at the County
of Union aforesaid yet the said Henry Hulse well know-
ing the premises but greatly envying the Happy State
and Condition of the said Rachel C Junks and contri-
ving and falsely wickedly and maliciously intending to
injure the said Rachel C Junks in her good Name fame
Character and Reputation and to bring her in to publick scandal
infamy and disgrace with and amongst all her Neighbours
and other Good and worthy Citizens of the County of Union
aforesaid and elsewhere and to cause it to be suspected
and believed by those Neighbours and Citizens that she
the said Rachel C Junks had been and was guilty of
fornication a want of Chastity or other such offences

and to very nearly approach impoverish and wholly ruin her the said
Rachel C Junks hereto fore to wit on the nineteenth day of July
in year of our Lord One Thousand Eight Hundred and Thirty one
at the County of union aforesaid in a certain Discourse
which he the said Henry Hulse then and there had with one
Joseph Brannan of and Concerning the said Rachel C
Junks in the presence and hearing of Diverse other Good
and worthy citizens of the State of Ohio aforesaid and
at the County of Union then and there in the presence
Joseph Brannan falsely wickedly and maliciously spoke
and published of and Concerning the said Rachel C
Junks these false scandalous malicious slanderous and Defamatory
words following that is to say She (meaning the said Rachel C
Junks) was pregnant (meaning that the said Rachel C Junks
had been carnally known by a man and had thereby
committed the offence of fornication) and for that cause
afterwards to wit on the twelfth Day of July one Thousand
Eight Hundred and thirty one at the County of Union and
State of Ohio aforesaid in a certain other Discourse which
the said Henry Hulse then and there had with one Joseph Brannan
in the presence and hearing of Diverse other good and worthy
citizens of the State of Ohio aforesaid He the said Henry
Hulse continuing intended as aforesaid in the presence and
hearing of the said last mentioned citizens falsely and slander-
ously and maliciously spoke and published of and
Concerning the said Rachel C Junks these false slanderous
malicious and Defamatory words following that is to say
She (meaning the said Rachel C Junks) was with child (meaning
that the said Rachel C Junks had thereby committed fornicatn
and was thereby undone and abandoned and for that
whereas afterwards to wit on the same Day and year
aforesaid scandalize Disgrace impoverish and wholly ruin
the said Rachel C Junks as aforesaid to bring her into public
scandal infamy and Disgrace as aforesaid He the said Henry Hulse
did falsely wickedly and maliciously speak publish and
loudly proclaim of and Concerning the said Rachel
C ~~Junks~~ in presence and hearing of one Samuel Simpson

in a certain Discourse which the said Henry then and there
had with the said Samuel Simpson in the presence and hear-
ing of ~~the~~ the Divers good and worthy Citizens of the State of Ohio
aforesaid there other false feigned malicious and Defamatory
to wit her slatter (meaning the Mother of the said Rachel E)
put her Hand in (meaning into the Body of the said Rachel E)
and pulled it (meaning the Child) out meaning that
the said Rachel E Junks had been Carnally Known
by a man and thereby had been guilty of fornication
and for that whereas afterwards to wit on the same
day and year aforesaid at the County of union
aforesaid in a certain other Discourse which the said
Henry Hulse had with one Samuel Simpson of and
concerning the said Rachel E Junks in the presence
and hearing of Divers other good and worthy citizens of
the State of Ohio aforesaid he the said Henry further
continuing and intending as aforesaid in the presence of
Divers good and worthy citizens falsely and maliciously spoke
and published of and concerning the said Rachel E these
false slanderous malicious scandalous and Defamatory words
following that is to say her Moth- (meaning the mother of the
said Rachel E) Run her arm (meaning the arm of the said
Rachel E Junks' Mother) in (meaning into the body of the said
Rachel E) so far (meaning about half to the Elbow)
and took it (meaning a child) out- meaning the said
Rachel E had been with child and she the said Rachel E
being such unmarried ~~woman~~ as in the premises
had thereby been guilty of fornication and this the said
Rachel E will verify that the said Henry thereby then and
there meant to insinuate and have it understood by the
said Samuel Simpson that the said Rachel E had been
suspected to have been and had been guilty of fornication
and was an unchaster woman and so the said Samu-
-el Simpson understood the said words to wit at the
County of union aforesaid by means of the committing of
which said scandal grievances by the said Henry Hulse as
aforesaid the said Rachel E Junks hath been and is greatly
injured in her good name fame character and Reputation
and brought into publick scandal infamy and Disgrace

Circuit Court Plea
Rachel & Frank
vs.
Henry Hollas
Defendant

Served on Samuel Simpson by reading
Samuel Martin — — —
Joseph Brannon — — —
Joseph White — — —

Cost
Mileage 45
41
85

Samuel B. Johnson Deputy
for David Witter S.U.C.

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Samuel Simpson Joseph Brann Samuel Marlin and Joseph Ebert to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Plaintiff in a certain matter of controversy, in our said court, pending and undetermined, between Rachel C Lunks plaintiff, and Henry Hauser defendant; and this they shall in no wise omit, under the penalty of One hundred Dollars and have you then there this writ.

Witness The Honorable Frederick Grimke Esquire, President of our said court, at Marysville, this 10 day of 1832 SILAS G. STRONG, Clerk.

Civil/Domestic Case File

Case No. 1832-CV-0001

No. 32-CV-1

Union Common Pleas Court.

John Middleton, Plaintiff,

AGAINST

Jason Rice, Defendant.

SEP TERM 1833

JUDG VS PLAINTIF

Journal 1 Page 172

Record No. 2 Page 242

Ex. Doc. Page

Isaac Rice
vs Transcript
John Middleton
Appeal
Filed Feby 13th 1831
Silas G. Strong Clk

The State of Ohio Union County ss

Jason Rice vs Saml Johnson & John Meddleton } Suit brot on note of hand for $25.00

October 3^d 1831. On application of the Plaintiff a Summons issued to John Meddleton one of the defendants, (Saml Johnson being out of the County) which was Returned by D Kingery Constable Endorsed "Octob 4th 1831 Served & Reading fees 15 cents" — October 4th Subpoena issued at the request of Defendent for George G Carpenter and Otho M Kennady, which was returned on the same day by Constable Kingery Endorsed "legally served by Reading fees 25 cents"

October 6th Subpoena issued by Order of Plaintiff for Harvey Burnham B. H Lathrop & Warren Lathrop, which was returned by Constable Kingery Endorsed Octob 6th 1831 "legally served by Reading fees 35 cents — October 7th 1831 Subpoena issued by order of Plaintiff for Elizabeth Lathrop which was returned forthwith Endorsed "Legally served by Reading fees 15 cents D Kingery Const" On the same day to wit: on the 7th Octob 1831. the parties appeared & being ready for trial. The Plaintiff Presented a note of hand for Twenty five Dollars Dated Nov 17th 1830 signed by Saml Johnson & John Meddleton — H. Burnham. B. H. Lathrop, Elizabeth Lathrop & Warren Lathrop, were then sworn as Witnesses on the part of the Plaintiff. from the testimony of the three last named, there appeared circumstantial proof that the Note was due in the month of April last. H. Burnham stated that, about the latter part of April last, he heard the defendant & plaintiff disputing in regard to a note, which was in the hands of Plaintiff against defendant and heard defendant say that the note he had signed in favour of Plaintiff, had been altered since given, in regard to the time when it became due

George G. Carpenter & Otho M Kennady. being sworn as Witnesses on the part of the defendant. their testimony appeared positive proof, that the note above offered to, was

drawn payable on the tenth or fourteenth day of July 1831 and not on the tenth day of April, as the reading of the note imports. The said Carpenter was present when the note was given & witnessed the signing of the same, as appears on the note. Otho M Kennady stated that he heard the note read previous to its being signed & he understood it to be due on the tenth or fourteenth of July last. Carpenter on seeing the note said the alteration from July to April had been made since the note was executed

Decision is suspended untill 15th October

October 15th 1831 Judgment is rendered in the above suit against John Middleton defendant for the sum of twenty six Dollars & thirty seven cents & costs of suit taxed at five Dollars & one cent

In the action of Jason Rice against John Middleton. I Harvey do acknowledge myself bail for the appellant in the sum of sixty three Dollars to be levied on my Goods & Chattels lands & Tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money and the costs that have accrued, or may accrue in the Court of Common Pleas

Harvey Burnham

Taken signed & acknowledged before me this 18th day of October 1831 M Gooding J P

Debt ...	$26.37
Justices fees	1.11
Constable do	0.90
6 Witnesses do	3.00
Bail for appeal	25
Transcript	31¼

The State of Ohio Union County ss

I Matthew Gooding a Justice of the peace in Union township in said County do hereby certify the above to be a true transcript from my docket of the proceedings before me in the suit between the above named parties

Given under my hand & Seal this 5th day of Feby 1832

Matthew Gooding
his Place Seal

November 17th 1830

For value received I promise to pay unto
Dosan Rice or bearer the first day
full sum of twenty five Dollars by
the tenth Day of April next with interest
from Date if not paid Against the
time as witness my hand And Seal
present

his
Samuel Johnson
mark

George G. Carpenter

John Middleton

Schuyler
for Phila

Cum Com Pleas

Jason Rice Pltff

vs } Declarat

John Middleton Def

Filed July 20th 1832

Silas G Strong

Clk

3

John Rice

vs

John Middleton

State of Ohio Union County Court of Common Pleas Term of February in the year of our Lord one thousand eight hundred and thirty two

Union County ss

this cause comes into this court appealed by deft from the judgment of Mathew Gooding a justice of the peace in and for the County of Union Whereupon the said Jason Rice by W. B. Lawrence his attorney complains against the said John Middleton for that whereas heretofore to wit on the 17th day of November one thousand eight hundred and thirty at Milford in said County the said John made his certain writing commonly called a promissory note. the date whereof is the same day and year last aforesaid and thereby then and there for value received promised to pay unto Jason Rice or bearer the just and full sum of twenty five dollars by the tenth day of April next (next after the date of the said note meaning) with interest from date if not paid against the time (meaning the time when the same became due and payable as aforesaid) By means whereof the said John became liable to pay unto the said Rice the said sum in the said note specified according to the tenor and effect thereof. And being so liable he the said John in consideration thereof afterwards to wit, on the same day and year last aforesaid at the place aforesaid undertook and then and there faithfully promised the the said Rice to pay him the said sum of money specified in said note according to the tenor and effect thereof.

And also for that whereas one Samuel Johnson heretofore to wit, on the tenth day of April 1831 at Milford aforesaid being indebted to the said Rice in the sum of twenty five dollars for goods and chattels before that time sold and delivered to the said Samuel at his instance and request. And whereas the said Samuel at the special instance and request of the said John did then and there

at the time and place last aforesaid sell and deliver to the said John certain goods and Chattels to wit, one Colt one saddle one briddle one Clock one fur hat and one complete set of Shoemakers tools lasts &c they being of great value and the said John in consideration thereof afterwards, to wit, at the same time and place last aforesaid undertook and then and there faithfully promised the said Samuel that he the said John would pay to the said Rice the said last sum of money when he the said John should be thereto afterwards requested

And also for that whereas one Samuel Johnson heretofore to wit on the tenth day of April 1831 at Milford aforesaid being indebted to the said Rice in the sum of twenty five dollars for goods and Chattels before that time sold and delivered to the said Samuel at his instance and request and whereas the said Samuel at the special instance and request of the said John did then and there at the time and place last aforesaid sell and deliver to the said John certain goods and Chattels to wit, one Colt one saddle one Briddle one fur hat and one complete set of Shomakers tools lasts &c they being of great value and the said John in consideration thereof afterwards to wit at the same time and place last aforesaid undertook and then and there faithfully promised the said Samuel that he the said John would pay the said Rice the said last mentioned sum of money on the tenth day of July then next thereafter.

And also for that the said John heretofore to wit on the day and year last aforesaid at Milford aforesaid was indebted to the said Rice in the sum of fifty dollars as well for goods and Chattels before that time sold and delivered to the said John at his instance and request as for money by the said Rice before that time lent and advanced, paid, laid out and expended to and for the said John at his like request and as well for money had and received before that time by the said John to and for the use of the said Rice

and being so indebted to the said Rice in consideration thereof afterwards, to wit, on the same day and year last afore said at the place aforesaid undertook and then and there faithfully promised the said Rice to pay him the said last mentioned sum of money when he the said John should be thereto afterwards requested yet the said John though often requested so to do hath not as yet paid the said several sums of money above mentioned or any or either of them to the said Rice but hitherto hath wholly neglected and refused so to do to the damage of the said Rice one hundred dollars and therefore he brings his suit &c.

W. L. Sawyer
Atty for plaintiff

Served on the within named
Margaret Simons by reading
Service $1.18
Mileage .50
C Wright Sheriff

Ann Com Pls
vs
John Mcadden
&
Jason Rice
Defendants
April 1833

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Margaret Breckenridge

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Deft in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice plaintiff, and John Moddlebrook defendant; and this they shall in no wise omit, under the penalty of $100 and have you then there this writ.

ss. The Honorable Harvey Gruber Esquire President of our said court, at the Court house in Marysville, this 9th day of Sept 18

SILAS G. STRONG, Clerk.

Sept 9 1833 Served on the within named
Samuel Falkner By Reading
Carpenter not found

Service - - - - - 10
Mileage - - - - - 26
9 36

C Wright Sheriff

Perin Com Rec

Jordan Rice

vs

Jordan Mercklette

Debt Sept 1833

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Saml Halkner George G Carpenter

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Plff in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice plaintiff, and John Meddleton defendant; and this they shall in no wise omit, under the penalty of $100.

and have you then there this writ.

Witness. The Honorable Frederick Grenker Esquire President of our said court, at the Court house in Marysville, this 9th day of Sept 1833

SILAS G. STRONG, Clerk.

Sept 9 1833

Served on the within named Hezekiah Kendy as Thomas M Kendy By Reading in their presence and hearing

Service - - - 2 00
Mileage - - - 2 00
4 00

C Ringer
Sheriff

Summons
John McDollison
vs
Isaac Pecar
Subpoena
Sept 1833

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Hezekiah Kenady & Othias M Kenady

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Deft in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice plaintiff, and John Middleton defendant; and this they shall in no wise omit, under the penalty of One hundred $ and have you then there this writ.

Witness. The Honorable Frederick Gunkel Esquire, President of our said court, at the Court house in Marysville, this 9th day of Sept 1833

SILAS G. STRONG, Clerk.

Sept. 9 1835 Served on the within named

Harvey Burnham Benjamin Lathrop

R P Mann Elizabeth Lathrop

Edwar Teler Warren Lathrop

By Reading

Service — — 60

Milage — — 40

$ 1.00

C Wright Sheriff

Witness Fees

Saxon Recor

vs

John Muddleton

Sept 1833

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Mary Burnham Edward Tyler R P Man Benj Lathrop Elizabeth Lathrop Warren Lathrop to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Plff in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice - - - plaintiff, and John Middleton defendant; and this they shall in no wise omit, under the penalty of $100. and have you then there this writ.

Witness. The Honorable Isaac Gunke Esquire, President of our said court, at the Court house in Marysville, this 9th day of Sept 1833

SILAS G. STRONG, Clerk.

Union Com: Pleas

John Middleton
vs
Jason Rice.

Affdt. for continuance

Filed. Dec 28th 1833

Silas G Strong
Clk

Union Com: Pleas

John Mippleton
vs. } In error
Jason Rice

State of Ohio
Union County ss. } John Mippleton, the Deft being duly sworn saith that Margaret Deatkins is a material witness for him in the above cause & that he cannot safely proceed to trial without the benefit of her testimony; that he expects by her testimony, shewing that he shall be able to prove by her that a material alteration has been made in the note on which this suit is brought, of such a nature as will prevent a recovery thereon by the Plff; that said Margaret resides in the County of Logan, and sometime since promised this deponent that she would personally attend at this term as a witness on the trial of said cause: that for this reason, preferring the personal attendance of said witness, this deponent did not take her deposition; that this deponent on yesterday went to the residence of said Margaret for the purpose of procuring her attendance and ~~offering~~ he to come

to Court, but found her sick in bed and wholly unable to attend. This Deponent verily believes she shall be able to procure her attendance at the next Term of this Court if this cause should be continued. There is no other witness within the knowledge of this Deponent by whom he can prove the same facts as the said Manchester except George C. Carpenter, who has gone to parts to this Deponent unknown. This affidavit is not made for delay, but that justice may take place.

his
John + Middleton
mark

~~Solar G. Strong Clk~~

Sworn in Open Court
Silas G. Strong

Ann Com Pleas

Jason Rice
" Subpoena
John Middleton

Defts costs

Filed April 2d 1833
Silas G Strong
Clk

Served By reading March 1st 1833
Service 10 Mileage 25
35
E Merrifield Sheriff

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Othias M Kenady George G Carpenter

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Deff in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice plaintiff, and John Middleton defendant; and this they shall in no wise omit, under the penalty of One hundred Dollars and have you then there this writ.

Witness The Honorable Frederick Grimley Esquire, President of our said court, at Marysville, this 30th day January 1833 SILAS G. STRONG, Clerk.

Am Com Pls

Jason Rice
vs
John Middleton

Jason Rice
vs 3 Subpoenas
John Middleton
Pltff. witnesses

Filed April 3rd 1833
Silas G Strong
Clk

Dr

Serving on the within named witnesses by
Reading & Answer Apl 1st 1833
Travel 0,60
Postage 40
Constable's fees 1,00
Silas Wright Sheriff

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Benj N Lathrop Elizabeth Lathrop Uriah Lathrop Edward Lyler & Samuel Falconer & Harvey Beach to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Plaintiff in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice plaintiff, and John Middleton defendant; and this they shall in no wise omit, under the penalty of One hundred Dollars and have you then there this writ.

Witness. The Honorable Francis Gunter Esquire President of our said court, at the Court house in Marysville, this 30 day of January 1833

SILAS G. STRONG, Clerk.

Ver Com Pleas

Rice vs Middleton

Recipe for witness

Filed Sept 10th 1832

Silas G Stang

Jason Rice
vs
John Middleton } on appeal

the Clerk will issue Subpoenas in the above cause for Benjamin Lathrop, Elizabeth Lathrop, Warner Lathrop, Edward Hyler Samuel Faulkner and Harvey Burnham to be and appear ~~at~~ on the first day of the next term of Common Pleas and the truth to say in the above

Jason Rice
by
W B Lawrence

To the honorable Court
of Common Pleas
of Union County
Ohio

Depositions of
Geo. G. Carpenter in
the Suit of Jason Rice
against John Middleton
in said Court pending

Filed in Open Court
Feby 2nd 1832
Silas G Strong
Clk

Depositions of George G Carpenter of Union township in the County of Union, taken on the 23 day of January in the Year of our Lord 1832 between the hours of ten in the morning and 4 in the Evening of said day at the Office of Matthew Gooding, pursuant to the enclosed notice, to be read in evidence in a cause pending before the court of Common Pleas in Union County, next to be holden, between Jason Rice plaintiff and John Middleton defendant, as follows: The said George G Carpenter doth depose and say that on the 17th day of November 1830 in the Evening of said day he was present at the dwelling house of John Middleton in Union township Union County and heard Jason Rice read an instrument of writing which the said Rice had previously drawn purporting to be a note of hand payable to him (Rice) for the sum of twenty five Dollars due in the month of July following on the tenth or fifteenth day of said month - the said instrument he understood was about to be signed by Samuel Johnson & John Middleton, - after the said Rice had read the said note, - he the deponent read it over twice aloud in the presence of several other persons, & found it read as he had understood it from the reading of Mr Rice - Dated on the 17th day of November 1830 & payable either on the tenth or fifteenth day of July 1831 for the sum of twenty five Dollars - Immediately after Reading the note he the said deponent saw Samuel Johnson make his mark, and John Middleton, make his mark,

(in place of writing their own names) at the bottom of the instrument of writing, read immediately previous by him the said deponent, and he the said deponent signed his name on the left hand margin of the said note as witness — The said Saml Johnson signed as principal & Middleton as security the said deponent also states that he has since that time seen the said instrument of writing or note, & when he saw it the word April had been substituted for July, as it stood when he read it originally.

George G. Carpenter

Sworn to & subscribed before me Matthew Gooding a Justice of the Peace in and for the County of Union, the day and year first above written

Matthew Gooding J P Union

Hancock County Pleas

John Middleton

vs.

Nelson Rice

Plea.

Filed Sept 5th 1832.

Silas G. Strong

Clk

J. E. Chastain

Atty

Union Com: Pleas

John Middleton
vs.
Jason Rice.

Plea.

And the said Defendant by Jon^a E. Chaplin his Attorney comes and defends the wrong & injury when &c. & says that he did not undertake and promise in manner & form as the said Plaintiff hath above thereof against him complained & of this he puts himself upon the Country & the Plff doth the like &c.

J. E. Chaplin Deft's Atty

I do hereby Certify that Jesse Rice the defendant was personally present when the within deposition was taken

Robt. Nelson J. P. judge

Deposition of
George G. Carpenter

State of Ohio }
U: County } ss

The deposition of George G Carpenter of Union ~~County~~ Township in the County of Union taken on the 24th day of Jan. in the year of our Lord 1832 between the hours of Nine ~~[illegible]~~ and ten in the morning ~~[illegible]~~ at the office of Mathew Gooding Justice of the peace in the Town of Millford, — pursuant to the inclosed notice, to be read in evidence in a cause pending before the Court of common pleas in Union County next to be held, ~~[illegible]~~ wherein the State of Ohio is plaintiff and Jarn Rice defendent. as follows th:

The said George G: Carpenter of Lawful age doth depose and say, that on the 17th day of November 1830 in the evening of said day he was present at the dwelling house of John Middleton in Union Township Union County and heard Jarn Rice read an instrument of writing which the said Rice had previously drawn purporting to be a Note of hand payable to him the said Rice for the sum of Twenty five dollars due in the month of July following on the tenth or fifteenth day of said month, The said instrument he understood was about to be signed by Samuel Johnston and John Middleton

After the said Note was read by the said Rice, he the deponent read it over twice aloud, in the presence of several other persons & found it read as he had understood it from the reading of Mr Rice dated on the 17th day of Nov: 1830 and payable either on the tenth or fifteenth day of July 1831 for the sum of twenty five dollars, Immediately after reading the Note he the said Deponent saw Samuel Johnston make his mark, and John Middleton make his mark (in place of writing their own Names) at the bottom of the Instrument of writing read immediately previously by him the said deponent, and he the said Deponent signed his name on the left hand end of said Note as Witness, The said Samuel Johnston signed as plaintiff and Middleton as Security, The said Deponent also states that since that time in the month of April 1831 he ~~saw~~ the said Instrument or Note and when he saw it the word April had been substituted for July as it stood when he

Read it originally said deponent also states that ~~some~~ some months after he saw said Note again and was fully satisfyed the date was altered the word July was scratched out and the word april wrote

George G Carpenter

The defendant being asked whether he had any questions to ask the deponent answered he had none

Sworn to and subscribed before us Robert Nelson and Wm Gabriel two of the associate judges of the Court in and for the ~~Union~~ County of Union this day and year first above written

Robert Nelson } Associate judges
William Gabriel }

Deposition of
Otho M Hardy

I do hereby certify that Jason Rice the defendant was personally present when the within deposition was taken

Robert Nelson J. P. judge

State of Ohio }
Union County } ss

The deposition of Othniel Kenedy of Union Township Union County taken on the 24 day of Jan. 1832 between the hours of ten and eleven in the morning at the office of Mathew Gooding in the Town of Milford pursuant to the inclosed notice, to be read in evidence in a cause pending before the Court of common pleas in Union County next to be held, between the State of Ohio plaintiff and Jesse Rice defendant as folows, The said Othniel Kenedy of lawfull age doth depose and say that he the said deponent was at the ~~the~~ house of John Middleton when a Note was given to Jesse Rice for the payment of a Coat, that he heard said note read and distinkly remembers it was given for the sum of twenty five dollars and that it was payable in the month of July 1831

Ques. by defendant — do you believe this Note to be the same you heard read at Mr. Middletons ~~in~~

Answer by deponent I do believe it to be the same Note

Q by def. was the Note on a sheet or half sheet of paper when you first saw it —

A by deponent I do not recolect how large the paper was but believes it was some larger than it now is

Othniel M Kenedy
and Wm. Gabriel

Sworn to and subscribed before me Robert Nelson two of the Associate judges of the Court in and for the county of Union this day and year first above written

Robert Nelson } Associate judges
William Gabriel

Ann Common Pleas

John Middleton

vs

Jason Rice

John Middleton } Union Common Pleas —
vs } The Defendant or the —
Jason Rice } Sheriff of Union in the above

Cause can pay the Witnesses as follows to wit

Benj H Lathrop	$2.00
Elizabeth Lathrop	2.00
Warren Lathrop	2.00
Edward Syler	2.00
Samual Falkner	1.00
Harvy Burnham	2.00
Josiah Kelsey	50
Mrs Bowen	50
Mrs Monroe	50
Mrs Renady	50
Thos Parr	50
Matthew Gooding	50
J G Strong	50
Geo C Carpenter	50
O M Renady	1.00
H M Renady	1.00
Benj Middleton	.50
Peggy Dickens	1.61

Attest Silas G Strong Clk

Sept. the 14. I Served on the within named Mrs Bawin & Mrs Mamae & Betty Kennedy by reading in their presence

Service — — — 90
Mileage — — — 25
1.15

C. Nunnelee Sheriff

Subpoena Ret

Jason Rice
v.
John Meadlock
Sept 2

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Mrs Bowen and Mrs Monroe and Mrs Patty Kennedy

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Plaintiff in a certain matter of controversy, in our said court, pending and undetermined, between Jason Rice plaintiff, and John Middleton defendant; and this they shall in no wise omit, under the penalty of One Hundred Dollars and have you then there this writ.

Witness. The Honorable French Gunto Esquire President of our said court, at the Court house in Marysville, this 14th day of Sept 1833

SILAS G. STRONG, Clerk.

Civil/Domestic Case File

Case No. 1832-CV-0002

Received January 11

No property found whereon to Levy
March 1st 1833
Mitage ——— 20
E. Mirset Sheriff

Spona Holycrop
by
Huldah Impson
Ca. action

Clks fee – 1,14
Shff fee – 92
1/2 Docket 2,50
4,56,5
Exp – 25
$4,81

State of Ohio, Union County ss

To the Sheriff of said County Greeting

We command you that of the Goods and chattels of Huldah Impson late of your Bailiwick you cause to be made the sum of ($4,54,5) Four Dollars fifty six cents & five mills

Which Spencer Holycrop late in our Union Court of common Pleas Recovered against her for his cost in and about a certain Suit Depending whereof the said Huldah is convict as appears to us of Record and that you have the same before the Honorable the Judges of our Court of common Pleas at the Court house in Marysville on the first Day of our next Term to Render unto the said Spencer Holycrop his costs and have you then there this Writ

Witness the Honorable Frederick Grimke Esq President of our said Court at the Court house in Marysville this 9th Day of May 1833

Silas G. Strong
Clerk

Civil/Domestic Case File
Case No. 1832-CV-0003

Valentine F Shaver

vs } Transcript on appeal

Joseph Harrison

Filed Feby 14th 1832

Silas G Strong
Clk

The State of Ohio union County } SS —

January the 24 AD 1831 —

Valentine Shower - plantiff
Joseph Harrison Defendant

Justice fees $1.27

Constable fees - 1=87

Witnesses fees $3=00

Upon the application of Valentine Shower a Summons was issued against Joseph Harrison in a plea of Debt $32 Directed to Every Constable of Allen township returnable the 4 February which was accordingly returned at that time by John S Conklin Constable Executed the parties appeared and upon Examination of testimony and mature Deliberation it is considered that the plantiff pays the cost of Suit — — which at that time amounted — to $6 6 Dollars 10 cts — — —

Samuel Harrison —
Justice of the peace - —

There was an adjournment on the above from the 4 of Feb to the - 12 of - March by the request of the plantiff

June the 29 AD 1831 - —
issued Execution which with the Constables fee there on amounts to Sixty cents — —

Union Common Pleas

"

Valentine Shaver
vs Deed in case
Joseph Morrison

Filed Sept 18th 1832
Silas G Strong
Clk

M Ebaugh atty

The State of Ohio Union County Court of Common Pleas of the Term of February in the year of our Lord Eighteen hundred & Thirty two

Union County } ss

Joseph Warren late of the County of Union & State of Ohio was summoned to answer unto Valentine Shearer (this cause being came to this Court on an appeal from the Judgment of Samuel Farmer a justice of the Peace for the County aforesaid in a Plea of trespass on the case so and therefore the said Valentine by Olney & Learwin his Attorney complains that whereas the said Joseph on the first day of January in the year of our Lord Eighteen hundred & Thirty and at Union County aforesaid was indebted unto the said Valentine in the sum of fifty Dollars for the Work & Labor Care & diligence of the said Valentine before that time done performed & bestowed in & about the business of the said Joseph & at his special instance & request & being so indebted he the said Joseph in consideration thereof afterwards to wit on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Valentine to pay him said sum of fifty Dollars when he should be thereto afterwards requested & also afterwards to wit on the same day & year aforesaid at the County aforesaid the said Joseph was indebted to the said Valentine in another sum of fifty Dollars for divers goods wares & Merchandize by the said Valentine to the said Joseph before that time sold & delivered & at his special instance & request & being so indebted he the said Joseph in consideration thereof afterwards to wit on the same day & year aforesaid at the County aforesaid undertook & then there faithfully promised the said Valentine to pay him said last mentioned sum of fifty when he should be thereto afterwards requested & also afterwards to wit on the same day & year aforesaid at the County aforesaid the said Joseph was indebted to the said Valentine in the further sum of Fifty Dollars for Money lent & received lent & advanced paid laid out and

expended & for the use of the said Joseph & at his special
instance & request & being so indebted he the said Joseph in
Consideration thereof afterwards Towit on the same day & year
aforesaid at the County aforesaid undertook & then & there
faithfully promised the said Valentine to pay him said last
mentioned sum of Money when he should be thereto after-
wards requested And whereas also afterwards Towit on the
same day & year aforesaid at the County aforesaid by a certain agre-
ement then & there made by & between the said Joseph & the said Valentine
it was agreed that the said Joseph should Clear a certain Lot or Parcel of
Land fit for the Plow containing between Two & Three acres situate in the
County of Union aforesaid & then owned by the said Valentine in proper
time to put in & receive a Crop of Corn for the then Current year
And altho the said Valentine hath always done & performed all things
on his part & behalf to be done & performed yet the said Valentine in
fact saith that the said Joseph contriving & intending fraudulently
intending to injure the said Valentine did not nor would perform
the said agreement on his said promise & undertaking but thereby
Craftily & subtilly circumvent the said Valentine in this Towit that he
the said Joseph wholly neglected & omitted to do & perform the work
which was necessary to be done & performed under & by virtue
of said agreement according to the Tenor & effect true intent &
meaning thereof that is to say to clear the certain Lot or Parcel of Land
fit for the Plow containing between Two & Three acres in proper time
for to put in & receive a Crop of Corn for the then Current year
Contrary to the form & effect of said agreement & of his said promise and
undertaking Towit at Union County aforesaid - And whereas also
afterwards Towit on the same day & year aforesaid at the County
aforesaid the said Joseph & the said Valentine accounted together of
& concerning divers other large sums of Money before that time and
owing by the said Joseph to the said Valentine & upon such accounting
the said Joseph was then & there found in arrears & indebted to the said
Valentine in the further sum of Fifty Dollars & being so found in arrears
& indebted he the said Joseph in Consideration thereof afterwards Towit
on the same day & year aforesaid at the County aforesaid Understook & then
& there faithfully promised the said Valentine to pay him said last mentioned
sum of Money when he should be thereto afterwards requested Nevertheless
the said Joseph altho often requested the said several sums of Money to
him the said Valentine hath not yet rendered or paid nor any part
thereof nor the same to pay or any part thereof to him the said Valentine but the
said Joseph hath hitherto wholly refused & still doth refuse to the Damage of the said
Valentine in the sum of Fifty Dollars & therefore he sues &c

Clark & Bannin Atty for Pltff

Civil/Domestic Case File

Case No. 1832-CV-0004

No. 32-CV-4

Union Common Pleas Court.

Jebudeah Farnum
Plaintiff,

AGAINST

Ariel Rose,
Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT
$84 00

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. Page

Union Com Pleas

Jeber Furman
vs
Asahel Rose

Order of Court

Sept Term 1832

Bond given December
the 29

Recd Dec 21

Service 35
Mileage 35
Filing Bond 50
$1,20 Dec 29th 1833
E Murphy Sheriff

Union County Court of Comm Pleas
At the Term of September 1832

Zebadiah Farnum Pltff } In attachment
vs
Asahel Rose Deft } This Day came Silas G Strong
One of the applying creditors under the attachment —
And the Court being fully satisfied that Living animals
had been by the Sheriff attached. On Motion it is order
ed that the Sheriff proceed to sell such Living anima
ls, as he may hold under said attachment agreeably
to the statute in such case made and provided in
Lieu the plaintiff in attachment will keep the same
free of expense

Now therefore

To the Sheriff of the County of Union greeting
We command you to proceed to sell the following Live
animals which you now hold under the foregoing
attachment. To wit 14 Head of Hogs. valued at 50 —
cents each 1 Sow valued at Two Dollars one Cow valued
at $7.00 One yearling heifer valued at $3.00 one Calf
valued at $1.00 one Cow valued at $8.00. one Calf val
ued at $1.00 on the 22d Day of March 1832 in —
manner presented by the statutes of Ohio in such
cases made & provided

Witness the Honorable Francis Gum
ke Esq Pres of our said Court at
the Court house in Marysville this
1st Day of Dec 1832

Silas G. Strong Clk

Gebediah Garrison
vs.
Asahel Rose Jatt

Declaration
Filed April 20th 1833
Silas G Strong
Clk

1675
6
10050
1005
405
2405
1675

Filed June 28 1833

Silas G Stimpson Clk

Mayor's office Delaware Ohio

Before me S. H. Cowles Mayor of the town of Delaware Ezra Griswold Editor and proprietor of the "Ohio State Gazette" a newspaper printed in Delaware. Delaware County Ohio personally appeared who being duly sworn on his said oath saith that the annexed notice received nine insertions for nine weeks successively in his paper as above styled. of which insertions the annexed is one and taken from the paper of October 18th 1832

E. Griswold

Sworn & subscribed to before me this 22d June AD 1833.

Lorenzo N. Cowles
Mayor of Delaware

State of Ohio, Union County Ss.
Union Common Pleas, September Term, 1832.

Zebudiah Farnum
vs.
Asahel Rose
} *In Attachment.*

THE writ of attachment, in the above cause being returned by the Sheriff—On motion, it is ordered by the Court that notice of the pendancy of this cause be published in the Ohio State Gazette, a newspaper published in the town of Delaware, in this State, for nine weeks successively; prior to next term of this court: Notice is therefore hereby given to the said Asahel Rose and all persons interested, that at the instance of Zebadeah Farnum, on the 19th day of March, A. D. 1832, a writ of attachment, issued from this court against the lands, tenements, goods, chattels, rights, credits, monies and effects of the said Asahel Rose an absconding debtor, in the sum of one hundred dollars.

Attest, SILAS G. STRONG, *Clerk.*
Sept. 21st, 1832. 637*9w.

Union Common Pleas June Term 1833

In Attachment
vs
Asahel Rose

To Sheriff Of Union pay Wednesday Sum $0.50

Silas G. Strong Clerk

Union Common Pleas June Term 1833

Attachment } Sheriff of Union pay Witness Henry Fauna $0 50
by Daniel Rose }

Silas G Strong Clk

Union Common Pleas Term Jan 1833

Attachment
v
Asahel Rose } Sheriff of Union pay Witness Feb Fairman $0 50

Silas Strong Clerk

State of Ohio
Union County of

Zebadiah Hanna
by
Agabert Rose

March 19th 1832

Personally appeard before me Ira Wood a Justice of the Peace in and for the County of Union, State of Ohio Zebediah Farman who being duly sworn affides that his debt or Asahel Rose absconds and as he verily believes resides out of the County to Do Z. Farmun's and other Creditors injury Sworn to and subscribed before me

Zebadiah his mark Farman

Sworn to and subscribed before me this 19th day of March 1832 Ira Wood

Justice of the Peace

Zebadiah Farmun
vs
Asahel Rose } Mon Common Plas

The Clerk will issue an Attachment in the above cause Returnable at next Term

Marysville March 19 1832

Zebadiah his mark Farmun

Union Common Pleas June term 1833

State of Ohio }
Union County } ss

Asahel Rose was attached to answer Zebediah Harmon of a plea of trespass on the case upon promises and there upon the said Zebediah Harmon by his attorney W. C. Lawrence complains. for that whereas heretofore at at the County of Union and State of Ohio on the 1st day of March 1832 the said Asahel Rose was indebted to the said Zebediah Harmon in the sum of $27.49 cts for the work and labor care and diligence of the said Zebediah by him the said Zebediah before that time done performed and bestowed in and about the business of the said Asahel and for the said Asahel and at his special instance and request and also in the further sum of $28.62½ cts lawful money for meat drink washing and lodging and other necessaries by the said Zebediah before that time found and provided for the said Asahel. and the minor children of the said Asahel and at his like special instance and request and also in the further sum of $10 dollars lawful money for divers goods wares and merchandize by the said Zebediah Harmon before that time sold and delivered to the said Asahel Rose and at his special instance and request and also in the further sum of $29.11 cts of like lawful money for money by the said Zebediah before that time lent and advanced to and paid said out and expended for the said Asahel Rose and at his like special instance and request. and being so indebted he the said Asahel Rose in consideration thereof afterwards to wit on the day and year aforesaid at the County of Union aforesaid undertook and then and there faithfully promised the said Zebediah Harmon to pay him the said several sums of money in this count mentioned when he the said Asahel Rose should be thereunto afterwards requested

And whereas also afterwards to wit on the day and year last aforesaid in the county aforesaid in consideration that the said Zebediah Harmon at the

like special instance and request of the said Asahel Rose had before that time done performed and bestowed other his work and labor care and diligence by himself and his servants and with his horses and carriages in and about the business of the said Asahel and for the said Asahel also had found and provided other meat drink washing and lodging and other necessaries for the said Asahel and for the family of the said Asahel also had found and provided and bestowed other horse meat stabling care and attendance for in and about the feeding and keeping of divers other horses mares and stock of the said Asahel and also had sold and delivered divers goods wares and merchandise to him the said Asahel. he the said Asahel undertook and then and there faithfully promised the said Bebediah to pay him so much money as he therefore reasonably deserved to have of the said Asahel when he the said Asahel should be thereunto afterwards requested. and the said Bebediah avers that he therefore reasonably deserved to have of the said Asahel the further sum of eighty five dollars & sixty two and one half cents of like lawful money, to wit at the county of Union afore said whereof the said Asahel afterwards to wit upon the day and year last aforesaid there had notice Nevertheless the said Asahel not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Bebediah in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said Bebediah although he the said Asahel afterwards to wit on the day and year aforesaid at the county of Union aforesaid was requested by the said Bebediah so to do But the the said Asahel to pay him the said Bebediah the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Bebediah of one hundred dollars and therefore he brings his suit &c

M. Lawrence
atty for plff

Remon common Pleas

Ichabiah Farnum

vs Z Bond

Asel Rose

Union common Pleas

Zebediah Farnum
vs
Asahel Rose } Attachment

Know all men by these Presents that we Zebediah Farnum principal & Samuel Farnum & Ralph Graham Sureties are held & firmly Bound unto David Witter Sheriff of Union County in the Just & full sum of one hundred & thirty six Dollars twelve & a half cents to the payment whereof we bind ourselves our heirs Executors & Administrators Jointly and severally to be well and truly made to be levied on our goods & chattels Lands & tenaments if Default be made in the following conditions To Wit,

Whereas a writ of Attachment has issued from the court of common pleas of Union county State of Ohio at the instance of Zebediah Farnum against the goods & chattels Lands & tenaments Rights & credits moneys & effects of Asahel Rose an absent Debtor & whereas afterwards to wit on the 22 day of March A.D. 1832 said writ having come in to the hands of Samuel B. Johnson Deputy for said David Sheriff as afore said he the said Deputy proceeded agreeable to the command thereof to levy on and attach the following property in the hand of him the said Z. Farnum

Namely fourteen head of hogs valued at seven Dollars one sow valued at two Dollars one colt valued at seven Dollars one bell valued at twenty five cents one yearling heifer value ~~Dol~~ three Dollars one calf value one Dollar one shovel Plow value seventy five cents one Loom value four Dollars one Spill Wheel twenty five cents one clock two Dollars fifty cents one pair of Tongs value one Dollar one Pot value Eighty seven & a half cents

one stocked Bake oven & lid value fifty cents one
fallleaf Table value one dollar one feather bed value one
Dollar fifty cents one chest value fifty cents four Blankets value
one Dollar each two lower stories four Dollars each one
Strawbed tick value fifty cents two pillows twelve &
a half cents each one half set of cups & saucers value
twelve & a half cents one tea canister value six & a fourth cents
five Plates value six & a fourth cents each two thirds set
of knives & forks value fifty cents one coffee Pot value
twelve & a half cents one tin Pan twenty five cents one
bushel of Wheat value fifty cents one 3qr. Auger
value twenty five cents Sixteen pounds of flax value one Dollar
one pound of hatcheled flax value ten cents fifteen
pounds of wool Rolls value thirty one & a fourth cents
ten pound one Cracked Sugar kettle value fifty cents
one twenty two gallon sugar Kettle value two Dollars one
fifteen gallon Kettle value two Dollars forty cents
one Cow valued Eight Dollars one calf value one
Dollar & one pair shovel valued at thirty seven & a
half cents - Which Proper all and singular remains
Remains in the hands of him the said Zebediah Farnum
Now if the said Zebediah Farnum shall well
and truly Deliver over all and singular the above
property to the proper officer or Authority
holding the order of said court at any time here
after when Demanded so that the same may be sold
for the benefit of the creditors of said Asahel Rose
or pay to said authority the full value thereof
in Money to answer the Judgment of the
the court aforesaid then & in that case this obligation
to be Void and void otherwise to remain in full force and
virtue in Law

Witness whereof we have hereunto set our hands & seals
this 23d day of March 1832

Zebediah his X mark Farnum
Samuel Farnum
Ralph Graham

Attest } Interlining before signing
Attest } Milliron Gregg
Harvey Farnum

Sam Barnum
Account

Asahel Rose Dr to Samuel Gaunum — Ad 1825 —

Jany 24 to acknowledging a Deed — — — — — —		25
Feb. 21 to moving a lode of goods from near mouthington — — —	3.	75
Jany ad 1826 to blank Deede filling and acknowledging — — — —		50
Do - to 14 Bushels of corn it being balance Due me for the use of Rented guound	3.	50
1829 March 16 to Bill of cost on my Docket in a suit between Chester Gaunum and Asahel Rose — — — — —		47 1/2
Do paid John Adamson - three Dollars — — — —	3.	—
Do to Plowing with self and team three Days — — — —	3.	75
Do - 1831 paid Roses tax — — — —	1	—
Do - to Lookin out places for his children to live by the Request of his wife and other business Done for him when she was sick	3.	75
Samuel Gaunum —	19 =	97 1/2

September the 18 1828

Lebel Rox Dr to Henry Farnum

paid to orris parrish — —	10.00
to one order on Richard thacker —	10.00
1830 three Days work — — —	0150
broke mi axe — — — —	0.75
	21.50

Schedule, Firnams
Account

Israel Rose

In account with Jehediah Fomman

1825

To 10 days with team mooving family from the Lake $ 10 00

" Boarding himself & family 3 weeks 6 in number - - 12.00

" 3 days with team mooving family from Worthington - 4 00

" 1 Clock - - - - 5 00

1827 Boarding two Children 1 month & 4 day - - - 2 00

" " 4 Children 6 days - - 1 50

" Boarding Mrs Rose & attending her in her Last sickness 3 week } 9 00

12 00

Funeral expenses - - - - - - - 3 00

Keeping cattle & Hogs ~~3 head~~ Cattle 15 hogs - - - 1:00

mooving Mrs Rose to my house - - - - 25.00

" Keeping Boy 1 year & clothing ——— ~~$ 100~~

$ 4:5

To $17.50 Cash

Joseph Rigan
vs
Wm Edgar } Sheriff Union pay my fees in this case to Silas G Strong for value Recd of him

Marysville July 20th 1833

J Williams for self

Zebadiah Hanna
vs
Israel Rose } Sheriff Union County pay Silas G Strong my fees as witness

For value Recd Marysville July 20th 1833

J Williams for self

Union Common Pleas June Ter. 1833.

In Attachment } Sheriff of Union Pay Witness Dan'l Price $0 50
by
Isaac Rose

Silas G Strong Clk

Zebadiah Hamin & others

vs

Asahel Roys In Attachment

Judgment in favor of Ward & Pollock in Union common Pleas ~~Sept~~ July Term 1833 ~~Have~~ value Recd of Silas G Strong I Hereby assign & Set over to him the full amt of said Judgment

Mansfield July 19th 1833

Ward & Pollock

In pursuance of the command of the within Writ I ~~have~~ proceeded to Advertise the within Described Lands in the Ohio State and Columbus Gazette also by Setting Written Advertisements in five publick Places in the County two of which were in the Township where the said Land is situate setting forth that On the 31st Day of August I should Sell the Same at publick vendue & auctcy before the Door of the court house in Marysville - Which said Notices were Inserted & set up More than thirty Days prior to said Day of Sale - And that I did in pursuance thereof On said 31st Day of August Offer said Lands at publick sale before the Door of the court house and then and there Did publickly strike off and sell the Same to Silas G Strong for the Sum of of $100.00 ~~having~~ He being the Highest & Best Bidder & having bid More than two thirds the Appraised Value thereof ——

And from the Goods chattels credits & Effects I have made the Sum of $64.36

Summoning Inquest $1.00 Mileage 40cts Adtg - 15c ——	$2.90
Printers fees & Sheriff on publication " " " " "	3.00
Percentage on 164.36 " " " " "	3 28 3/4
Appraisers - — — — — —	$9.16 3/4
	1.50
C Wright Sheriff	$10.66

Union Com Pleas

Feb Term 1860

vs

Appeal Bond

Judgment -	246.68
Sheriff fees -	17.34
Docket fees -	65.00
Atty fees -	5.00
Witness fees -	5.00
Clerks fees -	27.90
Printers -	1.75
	121.90
	$368.58

State Of Ohio Union County ss

To the Sheriff Of Union County Greeting

We Command you that of the Goods Chattels rights credits and Effects. Lands tenements & Real Estate which at the Suit of Zebadiah Harmon and Other you now hold under attachment against and as the Goods chattels rights credits & Effects Lands & tenements Of Ashbel Roop - you cause to be made at Public Sale vendue Out cry - The Sum of Two hundred forty six dollars & eighty six cents - The Debt & Damages so recovered by the said Zebadiah Harmon. and others as creditors - under the Attachment Also the further Sum of $12,90 One hundred & Seventy One Dollars And 90/100 - Costs by them in & about the Suit in the behalf expended And that you have the Same before the Honorable the Judges Of Our court of common Pleas - at the court house in Marysville On the 1st Day - of Our next Term to Render unto the said Zebadiah Harmon and others their Debt. Damages & costs aforesaid of which the Said Ashbel Roop is convicted as appears to us of Record. And have you then there Writ

Witness the Honorable ~~the Judges of Our court of common~~ Pleas Frederick Grimky President of Our Court of common Pleas at the court house this 4th Day of July 1833

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1832-CV-0005

No. 32-cv-5

Union Common Pleas Court.

John H. Jones
Plaintiff,

AGAINST

Anthony Walke,
Defendant.

JULY TERM, 1833.

JUDGMENT VS DEFENDANT
$130.00

Journal 1 Page 160

Record No. Page

Ex. Doc. Page

John H Sams
vs & Trim
Anthony Walke

Filed August 4th 1832
Silas G Thomas
Clk

John H James
v
Anthony Walke

Union Com. Pleas.

Case 200 Dol.

Issue a summons to next Term: & endorse thereon. The action is brought to ~~recover~~ work & labour as attorney of deft. - money paid for his use by plf. and for money had & recd by deft for plf. and for interest.

John H James in his own person.

The action is Brought for Work & Labor as attorney of Defr
Money paid for his use by Plaintiff and for Money had
and received by Defendant for Plaintiff & for Interest
John H. Lane in his own
Pa

Union Com. Pleas

John H. Lane
vs
Anthony Walker

Cyprian Lee

Served the within writ by
reading the same to the Defendant this 4th day of August 1838
mileage 1 — 30
Service — 35
70

David Witter Sheriff

State of Ohio Union County }
To the Sheriff of Union County Greeting

We command you to summons Anthony Walke if he be found in your Bailiwick To appear before the Honorable Judges of our Court of common Pleas at the Court house in Marysville On the first day of our next Term to answer John H James in a Plea of the Case Damages $200.00 And have you then there this writ

Witness the Honorable Frederick Grimke Esq President of our said Court at the Court house this 4th Day of August 1832

Silas G Strong Clerk

Union Com Pleas

John H James
v } case
Anthony Walke

Declaration.

filed 18 Sept 1832.
Silas G Strong
Clk

James in pro per

In the Common Pleas of Sept Term 1832

The State of Ohio
Union County ss.

Anthony Walker summoned to answer unto John H Eames a plea of trespass on the case, whereupon the said John H Eames in his own proper person complains for that whereas the said Anthony on the first day of July in the year eighteen hundred and thirty two at the county af.d was indebted to the said plaintiff in the sum of two hundred dollars for the work and labour care and diligence of the said plaintiff by him the said plaintiff before that time done performed and bestowed as his attorney and solicitor of and for the said defendant, and upon his retainer in and about the prosecuting, defending and soliciting of divers causes suits and businesses for the said defendant, and for certain fees due and of right payable to the said plaintiff in respect thereof - and also for other the work and labour care and diligence of the said plaintiff before that time done, performed and bestowed in and about the business of the said defendant, and for the said defendant and at his special instance and request: and also in the further sum of three Dollars for money by the said plaintiff before that time lent and advanced to, and paid laid out and expended for the said defendant and at his like special instance and request: and also in the further sum of two hundred Dollars for other money by the said defendant before that time had and received to and for the use of the said plaintiff: and also in the sum one hundred Dollars for so much money before that time & then due and payable from the said defendant

to the said plaintiff for interest upon and for the forbearance of divers large sums of money that were due & payable by the said defendant to the said plaintiff & by him the said plaintiff for a long time forebore, at his like special instance and requested, & being so indebted he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the county aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said several sums of money in this count mentioned, when he the said defendant should be thereunto afterwards requested. Nevertheless the said defendant, not regarding his said several promise and undertakings, but contriving and fraudulently intending to defraud the said plaintiff in this behalf has not yet paid the said several sums of money, or either of them, to the said plaintiff, (at the, often requested so to do) But the said defendant to pay unto the said plaintiff the same has hitherto neglected and refused and still does neglect and refuse to the damage of said plaintiff two hundred Dollars, wherefore he brings his suit &c.

John H Parmes
in prop. perso.

Union Com: Pleas

Anthony Walker
vs
Holan A. Jones

Plea & notice
Filed April 5th 1833
Silas G. Strong
Clk

Union Com: Pleas

Anthony Walker
vs
John H. James

Plea & notice

And the said Defendant by J. E. Chaplin his Attorney comes & defends the wrong & injury when &c. and says that he is not undertake & promise in manner & form as the said Plaintiff hath above thereof against him complained & of this he puts himself upon the country & the Pltff doth the like &c.

J. E. Chaplin
Deft's Atty

The Pltff will take notice that on the trial of the above cause the Deft. will give in evidence & insist that, at the time of the commencement of this suit at the County aforesaid the Pltff was and still is indebted to the Deft. in the sum of two hundred dollars for money before that time paid to the said Pltff by said Deft. at said Pltff's request. for which he will claim a set-off against any demand of said Pltff's proven on said trial.

J. E. Chaplin Deft's Atty

To J. H. James Pltff.
in person

Filed June 28
1833
Thos Stevens
Clk

John H. James
vs
Anthony Walke } Depn of ~~A Walke~~ S. Mason

Clerk of the Court of Common Pleas
Union County
Ohio

Filed Jan 28th
1833
Silas C Strong
Clk

Union Com: Press

Anthony Walker
vs.
John H. Jones

In case

Upon subpoena for
Geo. Simon no testifying for Deft.
not. footnotes. Cincinnati 1833.

To S. G. Strong.

J. E. Chapelin
Deputy Atty

Serf: for S. Reed

John H. James
vs.
Anthony Walker

Costs 12½

Served by Leaving
Copy at Saml Reeds
Residence June 18
fees $100
Pd Ambrose Shuff

Filed Sem 7 Day 28 1833
Silas D Strong
Cl

Writ & Return

State of Ohio Champaign County ss

To the Sheriff of Champaign County Greeting
You are hereby commanded to summon Samuel
Rice to be and appear before me Wm Patrick
a justice of the peace in and for the County aforesd
at my office in Urbana on friday the 21st
June inst. at 10 o'clock A.M. to depose in
a case wherein John H. James is plaintiff and
Anthony Walker Deft. and also that he bring with
him the letter he received from the said Anthony
Walker about the selling the judgt against Rice
& Coolidge & requiring the money to be paid in
Chillicothe and of this writ make legal service
and due return Given under my hand and
seal the 17th June 1833

William Patrick J.P. (Seal)

302

Phineas Thornton

Rect 3.00

for anthony Walke

Filed June 28-1833

p 160

Recd of John H Paines Three Dollars for serving notices in ejectment v Anthony Walke v Coolege and others in Union county 27 apl 1830:—

Phineas Thornton

John H Lane

v

Anthony Walke

Filed June 28th 1833

Silas G Strong Clk

John St James } Case
v
Anthony Walke }

Union County Com Plas

To Jonathan E. Chaplin Esq atty of Deft

Take notice that on Friday and Saturday the 21 & 22 days of June 1833. between the hours of 8 O'clock AM and 8 O'clock PM of said days at the office of Wm Patrick a Justice of the Peace in Urbana. Champaign Co. Ohio, before said Wm Patrick or some other qualified officer, I will take the deposition of Samuel Reed, Moses B. Cowin, Israel Hamilton witnesses to be read in evidence on the trial of this cause.

John St James
20 June 1833 per pers

I acknowledge service of this notice this 20 June 1833
J. E. Chaplin
Deft Atty

John H. James
vs.
Anthony Walker
Case

Union County Com. Pleas

The Deposition of Samuel Reed taken before William Patrick one of the Justices of the Peace in and for the County of Champaign Ohio at Urbana in the Office of said Justice between the hours of 8 O'clock A.M. and 8 O'clock P.M. on the 21st June 1833 to be used by the Plaintiff upon the trial of the above entitled Cause

Question by plf. Do you know the parties to this suit - and have any knowledge of the suits prosecuted by the plf as attorney for the defendant against Reed & Coolidge - and others about the land sold them by Mr Walker?

Answer I know the parties and have a knowledge the suits prosecuted by the plaintiff as attorney for the Deft against Reed and Coolidge & others I had an interest in the event of some of the suits as I was looking to Reed and Coolidge for a title for part of the land in controversy

Question by same: Can you state how the suit against Reed & Coolidge for the purchase money of that land, was finally settled with Mr Walker & how the settlement was brought about.

Ans ~~I think at the suggestion of the plff in this suit~~
At the time the ejectment suits against the purchasers under Reed & Coolidge were ended I believe at the suggestion made by Jno H. James that those claiming under Reed and Coolidge had better buy Mr Walker's judgt. Some time after we made offers to Mr. Walker for that purpose & Mr. Walker addressed a letter to Jno Coolidge stating his terms

and that the letter stating the terms of Mr. Walker is hereto annexed as part of this my deposition – And that we did about the 28th July 1830 pay the debt interest and all the costs of all the suits and took an assignment of ~~f~~ the judgments & that the letter referred to above bears date the 28th May 1830

Samuel Reed

Witness fee paid by plff to date $0 50 Cent

June 21st 1833 Continued to the 22nd Instant between the hours of 8 O'clock A. M to 8 O'clock P. M

And then on the 22nd June 1833 Came Moses B. Cowin and deposeth and saith

Question by ~~plaintiff~~ Please state what is the usual and proper charge made by attorneys at Law in suits for ~~collecting~~ of money – where ~~the money~~ Judgment is recovered & the money made – whether by execution, compromise or interposition of plf – Answer by Deponent. So far as I am acquainted with the practice of Lawyers in this part of the Country I believe the Fees for Collection of Money is five Per Cent. This amount of Percentage is always charged where judgment is recovered by the Attorney & the Plaintiff subsequently either receives the Money due on the judgment or by any arrangement made by himself or by his approbation acknowledges the satisfaction of the judgment –

Question by same. What is a fair & usual charge for prosecuting

and recovery judgement in an action of ejectment for 1500 acres of land where there should be tenants in possession and as many declarations drawn by the attorney? and what would be - a proper charge for drawing & filing a bill in Chancery to sell the equity of purchaser in a tract of land to satisfy a judgment of 3300 Dols: and what would be a proper charge for ~~the~~ a case of that amount where such ~~other~~ collateral proceedings were had - to further the cause? Answer by Deponent.

The Fees of Attorneys in actions of Ejectment are generally governed in some degree by the amount of Land in question & its value as well as the number of Tenants in possession When the amount of Property is large & valuable the Fees in Ejectment are always higher than in small cases - The lowest Fee in Ejectment so far as I have known is $15-00 I should suppose that for a tract of 1500 acres of Land in possession of Ten Tenants that the Fees of the Attorney Prosecuting actions of Ejectment against them should at least be from Fifty to seventy five Dollars - The Fees of a Lawyer for Drawing & filing a bill in Chancery to sell the Equity of Purchasers in a tract of Land to satisfy a judgment of $3300 I should think should be from Twenty to Twenty five Dollars where it become necessary to further the Collection of the judgment -

Question. Interrogatory. Please state whether you are an attorney at law now in the practice of your profession. Answer by Deponent - I am & have been in practice for about Nineteen years

Moses B Carwin

Fee

Ques. by Deft. Counsel. Is it customary for Attorneys at Law, in the collection of debts to charge five per cent in all cases. Is there not a difference made by many of the most respectable & responsible of them between large & small claims? answer by Deponent I am inclined to think that five per Cent is the usual Charge there may be exceptions to this rule in all probability but I am inclined to think that where less than five Per Cent is Charged it is either by those Attorneys who are Poor & have but little Practice or by those who are unworthy of the Profession

By same. In the collection of large debts say of $3000 or upwards, is it usual to charge ~~be charge~~ both the five per cent. and for extra services performed in the collection of the debt?

Answer by Deponent. I have always understood the rule to be to make an additional charge for all subsequent suits that may have to be brought in order to secure or enforce the Collection of the judgment originally obtained —

Moses B Cauldwell

Also at the same time and place Came Israel Hamilton —.

By Plaintiff. Please state whether you are an attorney at Law and what you would consider a proper charge for the

services stated in the questions put by the plaintiff's Atty Corwin. which you will please read.

Answer by deponent—

I am an attorney at law — I have always understood that five percent on the amount of a judgment is the usual compensation to the attorney for collecting, and my practice has always been to demand that amount whether I received the money collected or the plaintiff should receive it, or should compromise the claim without collecting the money at al.

As to a compensation for the services mention in the questions to and answers by Mr. Corwin in a foregoing deposition. I should suppose that two hundred dollars would be a fair charge for an attorney to make for the services above mentioned, I mean to have a regard to the amount in controversy. and to the number of suits to secure the same. I mean to include the 5 per cent on the judgt. in the two hundred dollars above spoken of —

Question by same: To what is your practice & the practice of other attorneys as to the Docket fees, taxed in the Bills of cost: are they in addition to ordinary charges, or treated as constituting part of them:

Ans. by deponent —

It has always been my practice and I believe it is the general practice in this part of Ohio for attorneys to receive the docket fee

or docket fees. in addition to the amount charged to the client or to the 5 per cent on the judgment recovered.

Ques. by Deft's counsel. Please to read and give your answer to the questions propounded to by me to Mr. B. Corwin, in his foregoing deposition:

Ans. by deponent. The rule is to charge five per cent on the judgt. recovered as I have above stated. I believe there are some attorneys who will collect for less if they can't get more. I have never made a difference between large and small sums and I believe it is not usual to make a difference — My answer to the last question is given above.

The above witness fee .50 Israel Hamilton

State of Ohio Champaign County ss

I William Patrick one of the Justices of the Peace in and for the County aforesaid do hereby certify that Samuel Reed, Moses B. Corwin and Israel Hamilton were by me sworn to testify the truth, the whole truth and nothing but the truth and the depositions by them subscribed were as to Samuel Reed reduced to writing by me and as to Moses B. Corwin and Israel Hamilton by themselves respectively and taken at the time and place in the notice specified this June 22nd 1833

William Patrick Justice of the Peace

I Ben Doolittle Dpty clk of the Court of Com. Pleas of the County of Champaign, State of Ohio, do hereby certify that William Patrick who appears to have signed the within certificate is a regular Justice of the Peace of this County, commissioned and sworn, as such, and that his acts are entitled to full faith & credit. In testimony whereof I have hereunto subscribed my name and affixed the seal of said court at Urbana this 22nd day June A D 1833

Ben" Doolittle
dpty clk

Justices fees for issuing ~~subpoenas~~ for S. Reed	.12½
" " For Taking the above Depositions	$1.12½
Sheriff fees For serving Subpoena on S. Reed	1.00
Witnesses fees as above	1.50
Clerk Court Com Pleas for Certificate	50
8	$4.25

Civil/Domestic Case File

Case No. 1832-CV-0006

Hiram Anders Plff

vs } Trespass

Adam Anders Defd

Filed Sept 10th 1832

Silas G. Story

Iiran Anders
by his next friend
Thomas Anders
vs
Adam Anders

action, case, slander

Action brought for words spoken by Defendant falsely maliciously and slanderously of and concerning plaintiff

Damages $5.000

Clerk will issue summon

Maysville Sept 10-1832

W B Sawders
Atty for Plaintiff

Action Brought for words Spoken by Defendant falsely Maliciously & Slanderously of and concerning Plaintiff —

Damages $5000.00

Clerk Issue a Summons

Marysville Sept 10th 1832

C. C. Lawrence

Atty for Plff

Served on the within named Defendant Adam Andrews by reading the same in his presence & hearing

Sept. 12 A.D. 1832

Cost Milage ,60

Service ,35

,95

Samuel B. Johnson Dptd

for David Whitter S. R. C.

Adam Andrews

vs

Adam Andrews

Action Slander

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We Command you to Summons Adam Anders to be and ap-
pear before the Honorable the Judge of the court of common-
Plea at the court house in the Town of Marysville on the-
first Day of the Next Term of said court to be holden in
and for the county of Union ~~to~~ Answer Hiram Andrews
who sues by his Next friend Thomas Andrews in a-
Plea in the Case Brought to recover Damages for-
Slanderous words Spoken by defendant of and concern-
ing Plaintiff Damages by reason thereof $5000,00 —
And have you then there this writ

Witness the Honorable Frederick Grimke
Esq President of our said court at-
the court House this 10th Day of Sept —
AD 1832

Silas G. Strong Clerk

Hiram Anders
for Prochein Ame
vs
Adam Anders

Declaration

Hiram Andrews
vs Dec.
Adam Andrews

Filed March 12th 1833
Silas G Strong
Clk

State of Ohio Union Common Pleas September Term 1832

Union County ss (To wit) Adam Anders was summoned to answer Hiram Anders by his next friend Thomas Anders of a plea of ~~#~~ trespass on the case and thereupon the said Hiram Anders by his attorney William C. Lawrence complains for that whereas ~~[illegible]~~ the said Hiram Anders now is a good true honest faithful and just citizen of this republic and as such hath always behaved and conducted himself and untill the committing of the several grievances by the said Adam Anders as herein after mentioned was always reputed, esteemd, and accepted by and amongst all his neighbors and other good and worthy subjects of this republic to whom he was in anywise known to be a person of good name fame and credit to wit at the county of Union and State of Ohio and whereas the said Hiram Anders hath not ever been guilty or untill the time of the committing of the said several grievances by the said Adam Anders as herein after mentioned been suspected to have been guilty of perjury or any other such crime. By reason of which said premises the said Hiram Anders as hereinafter mentioned had deservedly obtaind the good opinion and credit of all his neighbors and other good and worthy citizens of this republic to whom he was in anywise known to wit at the County of Union and State aforesaid And whereas also before the committing of the said grievances by the said Adam Anders as in the counts hereinafter mentioned a certain suit had been depending before Henry Smarts a justice of the peace in and for the County of Union wherein one was Plaintiff and one was the Defendant and which said suit had been then

~~had~~ lately tried by Henry Swartz Said Justice of the peace in the township of Jackson and County of Union aforesaid And on such trial the said Hiram Anders had been and was examined on oath and had given his evidence as a witness for and on behalf of the said

(to wit) at the County of Union aforesaid.

yet the said Adam Anders well knowing the premises but greatly envying the happy state and condition of the said Hiram Anders and contriving and wickedly and maliciously intending to injure the said Hiram Anders in his ~~said~~ good name, fame, and credit and to bring him into public scandal infamy and disgrace with and amongst all his neighbors and other good and worthy citizens of this republic. and to cause it to be suspected and believed by those neighbors and citizens that the said Hiram Anders had been and was guilty of perjury and to subject him to the pains and penalties by the laws of this state made and provided against and inflicted upon persons guilty thereof and to vex harass oppress and wholly ruin and impoverish him the said Hiram Anders heretofore to wit on the fifteenth day of march 1832 at the County of Union aforesaid. in a certain discourse which he the said Adam Anders then and there had with the said Hiram Anders of and concerning the said Hiram Anders in the presence and hearing of divers good and worthy citizens of this republic then and there in the presence and hearing of the said last mentioned citizens falsely and maliciously spoke and published to and of and concerning the said Hiram Anders and of and concerning the said

action which had been so depending as aforesaid and of and concerning the evidence by him the said Hiram Anders given on the said trial as such witness as aforesaid these false scandalous malicious and defamatory words following that is to say. You (meaning the said Hiram Anders) are perjured. And afterwards to wit on the fifteenth of March 1832 aforesaid at the County of Union aforesaid in a certain other discourse which the said Adam Anders then and there had with one Eleazer Rose in the presence and hearing of him the said Eleazer Rose and of divers other good and worthy citizens of this republic he the said Adam Anders further contriving and intending as aforesaid then and there in the presence of the said last mentioned citizens falsely and maliciously spoke and published of and concerning the said Hiram Anders and of and concerning the said suit so depending as aforesaid and of and concerning the evidence by him the said Hiram Anders given on the said trial as such witness as aforesaid. these other false scandalous slanderous and defamatory words following that is to say he (meaning the said Hiram Anders) swore falsely. meaning that the said Hiram had commit wilful and corrupt perjury. And afterwards to wit on 15th day of March 1832 at the County of Union aforesaid in a certain other discourse which the said Adam Anders then and there had in the presence and hearing of one McWhurter and of divers other good and worthy citizens of this republic he the said Adam Anders further intending and contriving as aforesaid then and there in the presence and hearing of the

said last mentioned ~~[illegible]~~ citizens falsely and maliciously spoke and published of and concerning the said Hiram Anders and of and concerning the said suit which had been so depending as aforesaid and of and concerning the evidence by him the said Hiram Anders given on the said trial as such witness as aforesaid these other false scandalous malicious and defamatory words following that is to say he (meaning the said Hiram Anders) perjured himself and afterwards to wit on 15th day of March 1832 as aforesaid at the County of Union aforesaid in a certain other discourse which the said Adam Anders then and there had in the presence and hearing of divers good and worthy citizens of the County of Union and State of Ohio aforesaid he the said Adam Anders further contriving and intending as aforesaid in the presence and hearing of the said last mentioned citizens falsely and maliciously spoke and published of and concerning the said Hiram Anders and of and concerning the suit so depending as aforesaid and of and concerning the evidence by him the said Hiram Anders given on the said trial as such witness as aforesaid these other false scandalous malicious and defamatory words following that is to say he (meaning the said Hiram Anders) is a perjured fellow By means of the committing of which said several grievances by the said Adam Anders

as aforesaid he the said Hiram Anders hath been and is greatly injured in his said good name fame and credit and brought into public scandal infamy and disgrace with and amongst all his neighbors and other good and worthy citizens of the County of Union aforesaid and State aforesaid in so much that divers of those neighbors and citizens to whom the innocence and integrity of the said Hiram Anders ~~were unknown~~ in the premises were unknown have on account of the committing of the said grievances by the said Adam Anders as aforesaid from thence hitherto suspected and believed and still do suspect and believe the said Hiram Anders to have been and to be a person guilty of perjury and have by reason of the committing of the said grievances by the said Hiram Anders as aforesaid from thence hitherto wholly refused and still do refuse to have any transaction acquaintance or discourse with him the said Hiram anders as they were before used and accustomed to have and otherwise would have had and the said Hiram Anders hath been and is by means of the premises otherwise greatly injured to wit at the County of Union aforesaid to the damage of the said Hiram Anders of five thousand dollars and therefore he brings his suit &c

W. B. Lawrence
atty for plaintiff

Common Pleas suit sept term
1833

Hiram Anders

33 Dec.
Adam Anders

Filed March 12th 1833

(A Copy)

Silas G Strong
Clk

By Wm W Steele

Union Common Pleas Sep Term 1832

State of Ohio

Union County ss To wit Adam Anders was summoned to answer Hiram Anders by his next friend Thomas Anders of a plea of trespass on the case and thereupon the said Hiram Anders by his attorney William Lawrence complaining for that whereas the said Hiram Anders now is a good true honest faithful and Just citizen of this republic and as such hath always behaved himself and conducted himself and until the committing of said several grievances by the said Adam Anders as hereinafter Mentioned was always respected esteemed and accepted by and amongst all his neighbors and other good & worthy worthy subjects of this republic to whom he was in any wise known to be a person of good name fame & credit to wit at the county of Union & State of Ohio & whereas the said Hiram Anders hath not ever been guilty or until the committing of the said several grievance by the the said Adam Anders as Herein after mentioned been suspected to have been guilty of perjury or any other such crime By means of which said premises the said Hiram Anders as hereinafter mentioned had deservedly obtained the good opinion & credit of all his neighbors & other good and worthy citizens of this republic towhom he was in any wise known to wit at the County of Union and State aforesaid and whereas also before the committing of such several grievance by the said Adam Anders as in the counts hereinafter mentioned a certain suit had been depending before Henry Swarts a justice of the peace in and for the County of Union and wherein one was plaintiff and one was the defendant and which said suit had been there lately tried by Henry Swarts said Justice of the Peace in Jackson township and County of Union aforesaid and on such trial the said Hiram Anders had been and was examined on Oath and had given his evidence as a Wilness for and on

behalf of the said (to wit) at the
county of Union aforesaid yet the said Adam
Anders well knowing the ~~happy state and~~
~~condition of the said Hiram and~~ premises but
greatly envying the happy state and condition
=on of the said Hiram Anders and contriving
& wickedly and maliciously intending to injure
the said Hiram Anders in his said good name
fame & credit and to bring him into public
scandel infamy and disgrace with and amongst
all his neighbors and other good and worthy citi-
zens of this republic and to cause it to be sus
pected and believed by those neighbors & citizens
that the said Hiram Anders had been and was
guilty of perjury and to subject him to the p-
=ains and penalties ~~of~~ by the laws of this st-
ate made & provided against and inflicted
upon persons guilty thereof and to vex and
harass and oppress and wholly ruin & impoverish
him the said Hiram Anders heretofore
(to wit) on the fifteenth of March 1832
at the County of Union aforesaid in a certain
discourse which he the said Adam Anders
then and there had with the said Hiram
Anders of and concerning the said Hiram
Anders in the presence and hearing of divers
good and worthy citizens of this republic then
and there in the presence and hearing of the
last mentioned citizens falsely and maliciou-
=sly ~~and~~ spoke and published to and of concerning
the said Hiram Anders and of and concerning
the said action which had been so depending
as aforesaid and of and concerning the evidence
by him the said Hiram Anders given on
the said trial as such witness as aforesaid these false
scandulous malicious & defamatory words following
that is to say you (meaning the said Hiram Anders)
are perjured and afterwards to wit on the fifteenth
of March 1832 aforesaid at the county of Union afore-
=esaid in a certain other discourse which the said

Adam Anders then & there had with one Eleazor Rose in the presence and hearing of him the said Eleazor Rose and of divers good and worthy citizens of this republic he the said Adam Anders further contriving & intending as aforesaid then & there in the presence & hearing of the said last mentioned citizens falsely and maliciously spoke & published of & concerning the said Hiram Anders & of and concerning the said suit so depending as aforesaid and of and concerning the evidence by him the said Hiram Anders given on the said trial as such witness as aforesaid these other false and scandulous slanderous and defamitory words following that is to say he (meaning the said Hiram Anders) swore falsely meaning that the said Hiram had commit wilful and corrupt perjury) and afterwards to wit on the 15 th day of ~~meaning~~ march 1832 at the county of Union aforesaid in a certain other discourse which the said Adam Anders then and there had in the presence and hearing of one mc Wherter and of divers other good and worthy citizens of this republic he the said Adam Anders further intending and contriving as aforesaid then and there in the presence and hearing of the last mentioned citizens falsely and maliciously spoke and published of and concerning the said Hiram Anders & of & concerning the said suit which had so been depending as aforesaid and said Hiram Anders gibon on the said ~~trial~~ as such witness as aforesaid these other false and scandulous malicious and defamitory words following that is to say he (meaning the said Hiram anders) perjured himself and afterwards to wit on the 15 th day of March 1832

as afore said at the county of Union aforesaid in a certain other discourse which the said Adam Anders then and there had in the presence and hearing of divers good and worthy citizens of the county of Union ~~and~~ state of Ohio aforesaid he the said Adam Anders further contriving & intending as aforesaid in the presence & hearing of the said last mentioned citizens falsely and maliciously spoke and published of and concerning the said Hiram Anders and of and concerning the said so depending as aforesaid and of and concerning the evidence by him the said Hiram Anders given on the said trial as such witness as aforesaid these other false scandulous malicious and defamitory words following that is to say he (meaning the said Hiram Anders) is a perjured fellow by means of the committing of said several grievances by the said Adam Anders as afore said he the said Hiram Anders hath been and is greatly injured in his said good name fame & credit and brought into public scandal infamy and disgrace with and amongst all his neighbors and other good and worthy citizens of the ~~republic~~ County of Union aforesaid and State aforesaid in so much that divers of those neighbors and citizens to whom the innocence and integrity of the said Hiram Anders in the premises were unknown have an account of the committing of the said grievances by the said Adam Anders as aforesaid from thence hitherto suspected and believed and still do suspect and believe the said Hiram Anders to have been and to be ~~guilty~~ a person guilty of perjury and have by reason of the committing of the said several grievances by the said Hiram Anders as afore said from

thence ~~whether~~ hitherto wholly refused & still do refuse to have any transaction acquaintance and discourse with him the said Hiram Anders as they was before used and accostomed to have and otherwise would have had and the said Hiram Anders hath been and is by means of the premises otherwise greatly injured (to wit) at the County of Union aforesaid to the damage of the said Hiram Anders of five thousand Dollars and therefore he brings his suit &c

W C Lawrence
attorney for plaintiff

Civil/Domestic Case File

Case No. 1832-CV-0007

No. 32-cv-7

Union Common Pleas Court.

Ephraim Snell
Plaintiff,

AGAINST

Samuel Patch,
Defendant.

April 1833
No Record,

Journal 1 Page 154

Record No. Page

Ex. Doc. Page

Ann Com Pleas

Ephraim Smith
vs
Precipe
Saml Palen

Filed Sept 10th 1832
Silas G Strong
Clerk

~~Elias~~ Ephraim Smith } action, case. Slander
vs
Samuel Patch

Action brought for words spoken falsely, maliciously, and slanderously by defendant of and concerning plaintiff

Damages $5-000

Marysville Sept 10-1832
Clerk will issue summons
W C Lawrence
atty for plaintiff

Action Brought for words Spoken falsly Maliciously and slanderously by Defendant of and concerning Plff Damages $5000,00 Atlanta ville Sept 10th 1832 Clerk Issue a Summons

W C Lanier
atty for Plff

Summons Issued
Sept 13th 1832
Atlas Gettys
Clk

Served on Samuel Beck the within named Defendant by copy this 11th day of Sept A D 1832

Samuel B Solomon Deptt
for David Witter S. C. C.

Cost. Mileage		50
Service		35
		85

State of Ohio Union County ss

To the Sheriff Of said County Greeting

We Command you to summon Samuel Falch to be and appear before the Honorable the Judges Of Our court of common Pleas at the court house in Marysville on the 1st Day of Our next Term of said court to be holden in and for the County of Union To Answer Ephraim Smith in a Plea in the Sum Damaqe $5000.00 and have you there then this writ

Witness the Honorable Francis Grimke Esq president of Our said court at the court house this 10th Day of Sept AD 1852

Silas G. Strong Clerk

Civil/Domestic Case File

Case No. 1832-CV-0008

No. 32-CN-8

Union Common Pleas Court.

Adam Andrews
Plaintiff,

AGAINST

Thomas Andrews et al
Defendant.

Apr Term 1833.

Journal 1 Page 155

Record No. — Page

Ex. Doc. Page

Union Equr Plus

Adam Anders
v
Thomas Anders &
Ruth Anders his
wife

Adam Andrews
vs
Thomas Andrews
and
Ruth Andrews his wife

Ja Bean

Issue a summons in the above case returnable immediately
Damages $1000. Endorse this suit brought for slanderous
words spoken by defendant Ruth of the pltff. to wit saying
the plaintiff has stole a horse mentioned by her to

Sept. 17. 1832

To Clerk C.C.P
Union County.

T. J. P. Swan atty
for Pltff

This Suit brought for Slanders words Spoken by Deft Ruth of the Plantiff to wit, Saying the Plantiff had Stole a horse and Murdered his wife &c

G & Jr R Swan atty for Plff

Ann Ann Plff
Adam Andrews
vs
Thos Andrews &
Ruth Andrews

Dayton Bonnell is hereby directed to serve the within summons

B B Johnson Dpty
for Jno W Mitchell, Clk

Sept 19 1832

Served by leaving a copy of the summons at the Residence of the within named Defendant
September 19 1832

Milage	70
Serving	35
copy	12½
	117½
2nd copy	12½
	$1,30

Dayton B Smith Const

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Thomas Andrews and Ruth Andrews to be and appear forthwith before the Honorable the Judge of our Court of common Pleas at the Court house in Marysville in said County to an Sworn Adam Andrews in a Plea of the Case Damages $1000 and have you then there this writ

Witness the Honorable Frederick French Esq. President of our said court at the court house this 17th Day of Sept 1832

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1832-CV-0009

No. 32-CV-9

Union Common Pleas Court.

Adam Andrews
Plaintiff,

AGAINST

Eleazer Ross et al
Defendant.

Apr. Term 1833

Journal 1 Page 155

Record No. — Page

Ex. Doc. Page

Union Com Pleas

Adam Anches

Gleas Ross
Thomas Andrews &
Ruth his wife

Filed Sept 17th 1832

Silas G Strong
Clk

Adam Andrews

vs } In case

Eliazer Rose

Issue a summons in the above case returnable immediately — Damages $1000 — Endorse suit brought for slanderous words to wit saying of the plaintiff he was a murderer and murdered his wife &c

Clerk C.C.P. Hampden Cty

Sept. 17. 1832.

G. L. D. Swan atty
for pltff

Wm Cox, Pltff

Adam Andres
by his Guardian
Eleazer Rose

Suit Brought for Slanderous words to wit saying of the Pltff he was a murderer and murdered his wife &c

G & S E Swan Atty for Pltff

Pay to B Smith dep to serve the sum within

S B Coleman Dep
for D Witter S, Clk

Sept 19 1892

Served by leaving an exact copy at the Residence of the within named Defendant
Sept 19 1892
Mileag 70 Peyton B Smith Cor
Service 35
Copy 12½
$1.17½

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We command you to Sum Brown Eloazer Rose
To be and appear forthwith before the Honorable
the Judge of Our Court of common Pleas at the court
house in Marysville in said County of Union to answer
Adam Andrews in a Plea on the case Damages
$1000.00 and have you then there this writ

Witness the Honorable Francis Grem
-ke Esqr President of Our said court
at the court house this 17th Day of Sept
AD 1832

Silas G. Strong Clerk

Civil/Domestic Case File

Case No. 1833-CV-0001

No. 33-CV-1

Union Common Pleas Court.

David Witter
Plaintiff,

AGAINST

Daniel Russell,
Defendant.

SEP. TERM. 1833

Dismissed

Journal 1 Page 174

Record No. Page

Ex. Doc. Page

D L Russell
vs
Summons
D Potter

Served by reading
to & in the hearing
of Deft June 16th 1833
Fees 35
Mileage 15
50

C Wright Sheriff

Suit Brought on a note of hand commonly called
a promissory Note delivered to plaintiff by Deft
on the 10th day of Nov 1832 the sum of fifteen Dollars
after date & Not shown discharged by a Note
and Mortgage executed in lieu thereof

D L Russell

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To summon David Ebetter

to appear before the Honorable, the Judges of the Court of Common Pleas, of our said County, at the Court House in Marysville, On the 1st Day of our Next Term to answer unto Daniel L Russell for the use of Samuel Saunders in a Plea of Assumpsit Damages $100.00

and have you then there this writ.

WITNESS, The Honorable Francis Gunkel President of our said Court, at the Court House aforesaid, this 16th day of June A. D. 1833

ATTEST, Silas P. Strong CLERK

Union County Ohio Sept 4 1833

Daniel S. Russell

vs

David Witter

Declaration

Filed Sept 2nd 1833

Silas G Stacy

Clerk

By

Wm W Seal

Union Common pleas June term 1833

Union County ss,

(to wit) David Witter was summoned to answer Daniel S Russell for the use of Samuel Sanders of a plea of trespass on the case upon promises and there upon the said Daniel S Rupell by W. C. Lawrence his atty Complains For that whereas the said Defendant heretofore to wit on the twelfth day of November in the year of our Lord One thousand Eight hundred & thousand thirty two at Marysville & County of Union made his certain promissory Note in Writing bearing Date the Day & year aforesaid and thereby then & there promised to pay fifteen Days after Date thereof to the said plaintiff Dan.l S. the sum of one hundred Dollars for Value Received if not sooner or before the expiration of the fifteen Days specified in said Note Discharged by the assignment of a Note to the said Dan.l S by said David against Jason Rice then in the hands of John O'Neal Jr James and also a Mortgage on a house & Lot in Millfield to secure the payment of said Note on said Rice but on failure so to do then in cash & then & there delivered the said promissory Note to the said plaintiff by me reason whereof the said Defendant became liable to pay to the said plaintiff the sum of Money in the said promissory Note specified according to the tenor and effect of the said promissory Note and being so liable he the said Defd in consideration thereof afterwards (to wit) on the day and year aforesaid & the County aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory Note specified according to the tenor and Effect thereof and for that Whereas the said David heretofore (to wit) on the day and year aforesaid at the county aforesaid was indebted to the said Dan.l S. in the further sum

of one hundred Dollars of Like Lawful Money for a Message On tenement and premises with appurtenance before that time bargained Sold and released by the said Daniel S. to the said David at his Special instance and request and being So indebted he the said David in consideration thereof afterwards (to wit) on the Day and year aforesaid in Maysville aforesaid undertook and then & there faithfully promised the said Danl. S to pay him the said last sum of Money mentioned when he the said David should be thereunto afterwards requested Nevertheless the said David Witten not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Daniel S Russell in this behalf did not within the fifteen Days next after the said several promises and undertakings assign to the plaintiff the said ~~several~~ Note and Mortgage in the first Count hereofmentioned to not at any time since nor hath not as paid the said several Sums of Money on any or Either of them or any part thereof to the said Daniel S Russell although often requested so to do but the said David Witten to pay him the same hath hitherto Wholly Neglected and refused and doth still neglect and refuse to the damage of the said Daniel S Russell of one hundred Dollars and therefore he brings his Suit

&c

Wm. C Lawrence
atty for Pltff

Daniel Russell
vs
David Witter

Declaration

Filed Sept 2nd 1833
Silas G. Strong
Clk

Union Common Pleas January 1833

Union County ss

(to wit) David Witter was summoned to answer Daniel L Russell for the use of Samuel Landers of a plea of trespass on the case upon promises and thereupon the said Daniel L Russell by Wm C Lawrence his attorney complains for that whereas the said defendant heretofore to wit on the the twelfth day of November in the year of our Lord one thousand eight hundred and thirty two at Marysville and County of Union made his certain promissory note in writing bearing date the day and year aforesaid and thereby then and there promised to pay fifteen days after date thereof to the said plaintiff Daniel L. the sum of one hundred dollars for value received if not sooner or before the expiration of the fifteen days specified in said note discharged by the assignment of a note to the said Daniel L. by said David against Jason Rice then in the hands of John H James and also a mortgage on a house and lot in Milford to secure the payment of the said note on said Rice but on failure so to do then in cash and then and there delivered the said promissory note to the said plaintiff by means whereof the said defendant became liable to pay to the said plaintiff the sum of money in the said promissory note specified and according to the tenor and effect of the said promissory note and being so liable he the said defendant in consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified according to the tenor and effect thereof

and for that whereas the said David heretofore
(towitt on the day and year aforesaid at the County
aforesaid was indebted to the said Daniel L in the
further sum of one hundred dollars of like lawful
money for a messuage or tenement and premises
with the appurtenances before that time bargained
sold and released by the said Daniel L. to the
said David and at his special instance and
request and being so indebted he the said David
in consideration thereof afterwards (to wit)
on the day and year aforesaid in Marysville
aforesaid undertook and then and there faithfully
promised the said Daniel L to pay him the said
last mentioned sum of money when he the said
David should be thereunto afterwards requested

Nevertheless the said David Witter not regarding
his said several promises and undertakings
but contriving and fraudulently intending craftily
and subtilly to deceive and defraud the said Daniel
L Russell in this behalf did not within the
fifteen day next after the said several promises and
undertaking assign to the plaintiff the said Note
and Mortgage in the first Count hereof referred to
nor at any time since nor hath not as yet paid the
said several sums of money or any or either of them
or any part thereof to the said Daniel L Russell
although often requested so to do. but the said David
Witter to pay him the same hath hitherto wholly
neglected and refused and still doth neglect and
refuse to the damage of the said Daniel L Russell
of one hundred dollars and there he brings
his suit &c.

Wm C Lawrence
atty for plff

Civil/Domestic Case File

Case No. 1833-CV-0002

No. 33-CV-2

Union Common Pleas Court.

Silas G Strong Plaintiff,

AGAINST

Asiel Rose, Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT

$23 25

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 140

L. Strong
vs
Israel Ross

~~Declaration~~

Filed June 28
1833
Silas G Strength

Union Common Pleas June Term 1833

State of Ohio
County of Union } ss

to wit Asahel Rose was attached to answer Zebediah Farnum of a plea of Trespass on the case upon promises and thereupon Silas P. Strong a likecreditor of the said Asahel Rose by his attorney W. B. Lawrence Complains for that whereas the said Asahel Rose heretofore to wit on the 19th day of March 1832 at the County of Union aforesaid ~~was indebted to the said~~ in consideration that the said Silas P. Strong at the special instance and request of the said Asahel Rose had before that time sold and delivered divers other goods wares and Merchandize to the said Asahel he the said Asahel undertook and then and there faithfully promised the said Silas P. to pay him so much money as the said mentioned ~~goods~~ wares & merchandize at the time of the sale and delivery thereof were reasonably worth when he the said Asahel should be thereunto afterwards requested and the said Silas P. avers that the said last mentioned goods wares and merchandize at the time of the sale and delivery thereof were reasonably worth the sum of fourteen dollars and Eighty cents of lawful money to wit at the County of Union aforesaid whereof the said Asahel Rose afterwards to wit on the day and year aforesaid ~~had~~ had notice

Nevertheless the said Asahel Rose not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Silas P. Strong in this behalf hath not as yet paid the said sum of money or any part thereof to the said Silas P. Strong although often requested so to do. But the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Silas P. Strong of twenty dollars and therefore he brings his suit &c

W. B. Lawrence
for Plaintiff

Civil/Domestic Case File
Case No. 1833-CV-0003

No. 33-CV-3

Union Common Pleas Court.

Cyprian Lee

Plaintiff,

AGAINST

Osiel Rose

Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT

$7 60

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 46

Cyprian Lee
vs
Asahel Rose

Transcript

Filed June 28. 1853
Silas G Strong
Clk

Cyprian Lee pt.
vs
Asahel Rose dt.
in an action of
Debt of $ 5.64
Judt. ---- 0.12½
Execution --- 0.25
Constables
Cost Milage -- 0.20
Satisfaction -- 0.10
transcript -- 0.31 1/4
Interest on
Judgment --- 0.68
$ 7.30 3/4

State of Ohio Union County ss
January 24th 1831
in this Case the Defendent
Confessed judgment in favor
of the Plaintiff for the
Sum of five Dolars and Sixty
four Cents Debt and Costs
of Suit
Execution issued on the
above judgment and Returned
no property found by
Silas Burdick Constable
Wm Kichey JP

State of Ohio Union County ss
I Do Certify that the above
is a true transcript of
A judgment entered by Me
A justice of the peace in and
for the township of Millcreek
and County aforesaid
at the Suit of Cyprian Lee
against Asahel Rose
Given under My hand and Seal
this 26th Day of June
A D 1833
Wm Kichey J P

Civil/Domestic Case File

Case No. 1833-CV-0004

No. 33-CV-4

Union Common Pleas Court.

Jesse Bell
Plaintiff,

AGAINST

Asiel Rose
Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT
$10 20

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 40

Jesse Bell
vs
Asahel Rose

~~Declaration~~

Filed June 28 1833
Silas G Strong
Clk

Union Common Pleas June Term 1833

State of Ohio }
County of Union } ss

to wit Asahel Rose was attached to answer Zebediah Farmer of a plea of Trespass on the case upon promises and thereupon Jesse Bell like Creditor of the said Asahel Rose by his attorney W. Lawrence Complains that whereas the said Asahel Rose heretofore to wit on the 19th day of March 1832 at the County of Union aforesaid in Consideration that the said Jesse Bell at the special instance and request of the said Asahel Rose had before that time sold and delivered a Horse to the said Asahel he the said Asahel undertook and then and therefor fully promised the said Jesse Bell to pay him so much money as the said mentioned horse at the time of the sale and delivery thereof was reasonably worth when he the said Asahel should be thereunto afterwards requested and the said Jesse Bell avers that the said last mentioned horse at the time of the sale and delivery thereof was reasonably worth the sum of fourteen dollars and Eighty cents of lawful money to wit at the County of Union aforesaid where of the said Asahel Rose afterwards to wit on the day and year aforesaid had notice

Nevertheless the said Asahel Rose not regarding his said several promises and undertakings but contriving and fraudulently intending Craftily subtilly to deceive and defraud the said Jesse Bell in his behalf hath not as yet paid the said sum of money or any part thereof to the said Jesse Bell although often requested so to do. But the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Jesse Bell of twenty dollars and therefore he brings his suit

W. Lawrence
for plaintiff

Civil/Domestic Case File

Case No. 1833-CV-0005

No. 33-cv-5

Union Common Pleas Court.

John Price Plaintiff,

AGAINST

Asiel Ruse Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT

$6.00

Journal 1 Page 165

Record No. 2 Page 264

Ex. Doc. 1 Page 40

John Price
vs
Asahel Hall

Declaration
Filed June 29 1833
Silas G. Strong
Clk

Union Common Pleas June Term 1833

State of Ohio }
County of Union } ss

to wit Asahel Rose was attached to answer Zebediah Hanhom of a plea of trespass on the case upon promise and thereupon John Price like creditor of the said Asahel Rose by his attorney W C Lawrence. Complains.

for that whereas the said Asahel Rose heretofore to wit on the 19 day of March 1832 at the county of Union aforesaid in consideration that the said John Price at the special instance and request of the said Asahel Rose has before that time sold and delivered a Loom to the said Asahel ~~Rose~~ he the said Asahel undertook and then and there faithfully promised the said John Price to pay him so much Money as the said mentioned was at the time of the sale and delivery thereof was reasonably worth when the the said Asahel should be thereunto afterwards requested and the said John Price avers that the said last mentioned Loom at the time of the sale and delivery thereof was reasonably worth the sum of Eight dollars of lawful money to wit at the County of Union aforesaid as the said Asahel Rose afterwards to wit on the day and year aforesaid had notice

Nevertheless the said Asahel Rose not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said John Price in his behalf hath not as yet paid the said sum of money or any part thereof to the said John Price although after requested so to do But the said Asahel Rose to pay him the sum hath hitherto wholy neglected and ~~refused~~ refused and still doth neglect and refuse to the damage of the said John Price of Eight dollars and therefore he brings his suit.

W. C Lawrence
for plaintiff

Civil/Domestic Case File

Case No. 1833-CV-0006

Asa Leet
vs
Asahel Rose

Filed June 29. 1837

Silas G. Strong
Clk

Union Common Pleas June Term 1833

State of Ohio
County of Union } ss

towit Asahel Rose was attached to answer Zebedeah Farnum of a plea of trespass on the case upon promises and thereupon Asa Leet a like creditor of the said Asahel Rose by W. C. Lawrence his attorney complains for that whereas the said Asahel Rose heretofore to wit on the eleventh day of June 1830 made his certain promissory note in writing bearing date the day and year aforesaid and then and there delivered the said note to the said Asa Leet by which said note he the said Asahel Rose then and there promised to pay two years after date thereof to the said Asa Leet or Bearer the sum of forty five dollars with interest from date for value received by means whereof the said Asahel Rose then and there became liable to pay to the said Asa Leet the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note and although the said sum of money in the said promissory note specified hath been long since due and payable according to the tenor and effect of said note yet the said Asa Leet in fact saith that the said Asahel Rose although often requested did not nor would pay the said sum of forty five dollars with interest in the said note specified or any part thereof to the said Asa Leet in manner aforesaid or otherwise howsoever but hath hitherto wholly neglected and refused so to do whereby an action hath accrued unto the said Asa Leet to ask demand and have of and from the said Asahel Rose the sum of 45 dollars in the said note specified wherefore the said Asa Leet saith that he is injured and hath sustained damage to the amount of fifty dollars and therefore he brings his suit &c

Civil/Domestic Case File

Case No. 1833-CV-0007

No. 33-CV-7

Union Common Pleas Court.

Henry Farnum
Plaintiff,

AGAINST

Asiel Rose,
Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT

$21 50

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 40

Henry Harmon
vs
Asahel Rose

Declaration
Filed June 29th 1833

Common Pleas Union County June term 1833

State of Ohio }
Union County } ss

to wit Asahel Rose was attached to answer Jeh-
ediah Farnum of a plea of Trespass on the Case upon Promises
whereupon Henry Farnum a like Creditor of the said
Asahel by his attorney W. Lawrence Complains
for that whereas heretofore to wit on the 19th day of
March 1833 was indebted to the said plaintiff in the
sum of $21.50 for the work care and diligence of the said
Henry by him the said Henry done performed and bestowed
before that time in and about the business of the
said Asahel at his special instance and request
and also in the further sum $20.00 of lawful
money for money by the said Henry before that time
lent and advanced to and paid said out and expended
for the said Asahel at his like special instance and
request and being so indebted he the said Asahel
in consideration thereof afterwards to wit on the day
and year aforesaid at the County aforesaid undertook
and then and there faithfully promised the said Henry
to pay him the said several sums in this Count
mentioned when he the said Asahel should be thereunto
afterwards requested
Nevertheless the said Asahel not regarding his said
several promises and undertakings but contriving
and fraudulently intending craftily and subtilly intending
to deceive and defraud the said Henry in this behalf
hath not as yet paid the said several sums or any
or any part thereof to the said Henry Farnum though
often requested so to do but the said Asahel to pay him
the same hath hitherto wrongfully neglected and refused
and still doth neglect and refuse to the damage of the
said Henry Farnum of $21.50 and therefore he brings his
suit &c

W. C. Lawrence
atty for Plff

Civil/Domestic Case File

Case No. 1833-CV-0008

Samuel Sanders
vs
Asahel Rose

Declaration
Filed June 29th 1833
Silas G. Strong
Clk

Common Pleas June term 1833

State of Ohio }
Union County } ss

to wit Asahel Rose was attached to answer Obedeah Garrum of a plea of hefshaps on the case upon promises whereupon Samuel Sanders alike credit or by W L Lawrence his attorney Complains

For that whereas the said defendant here to fore to wit on the 26th day of January 1831 at the county of Union aforesaid made his certain promissory note bearing date the day and year aforesaid and thereby then and there promised to pay 25 days after date thereof to Aaron Fosley or bearer the sum of $. 2.00 which said note afterwards to wit on the day and year aforesaid the said Aaron assigned to the said Samuel Sanders of the which said note the said Samuel then became the bearer under the statute in such cases by means whereof the said Asahel then and there became liable to pay to the said plaintiff the sum of money in the said promissory note specified according to the tenor and effect of the said and being so liable he the said Asahel in consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid undertook and then and there faithfully promised him the said plaintiff to pay him the said sum of money according to the tenor and effect thereof Nevertheless the said Asahel not regarding his said several promises and undertaking but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said plaintiff in this behalf hath not as yet paid the said ~~[illegible]~~ sum of money or any part thereof ~~[illegible]~~ to the said plaintiff though often requested so to do but the said Asahel to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Samuel Sanders $3.00 wherefore he brings his suit &c

W L Lawrence
Atty for plaintiff

Civil/Domestic Case File

Case No. 1833-CV-0009

No. 33-CV-9

Union Common Pleas Court.

Ward & Pollock
Plaintiff,

AGAINST

Asiel. Rose
Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT

2 68

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 40

Ward & Bullock
vs
Asahel Rose
Declaration
Filed Dec 29th 1833
S G Trumble

Union Common Pleas June Term 1833

State of Ohio } ss
County of Union }

to wit Asahel Rose was attached to answer Zebediah Harmon of a plea of trespass on the case upon promises and thereupon Ward and Pollock alias Cedar of the said Asahel Rose by W C Lawrence his attorney Complains For that whereas the said Asahel Rose heretofore to wit on the Eleventh day of June 1830 made his certain promissory note in writing bearing date the day and year aforesaid and then and there delivered the said note to the said Ward and Pollock by which said note he the said Asahel Rose then and there promised to pay two years after date thereof to the said Ward and Pollock or bearer the sum of two dollars and fifty cents with interest from for value received by means whereof the said Asahel Rose then and there became liable to pay to the said Ward and Pollock the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note and although the said sum of money in the said promissory note specified hath been long since due and payable according to the tenor and effect of the said note yet the said Ward and Pollock in fact saith that the said Asahel Rose although often requested did not nor would pay the said sum of two dollars and fifty cents with interest in the said note specified or any part thereof to the said Ward and Pollock in manner aforesaid or otherwise howsoever but hath hitherto wholly neglected and refused so to do whereby and action hath accrued unto the said Ward and Pollock to ask demand have of and from the said Asahel Rose the sum of 2 dollars and 50 cts in the said note specified wherefore the said Ward and Pollock saith that he is injured and have sustained damage to the amount of $3.00 and therefore they bring their suit &c.

W C Lawrence
atty for plaintiffs

Mr Mitchell
Gorham

$2.50
Note Rose

Cut
Dos

and or before the first of march next
I promice to pay Ward & Pollock or order
two dollars and fifty cents for Value
witness my hand this 7th of January
1831

Abel Kay

Civil/Domestic Case File

Case No. 1833-CV-0010

Silas G. Strong
vs
Asahel Kore

On transcript

Filed June 29 - 1833

Silas G Strong
Ptf

S G Strong Pt.
vs
Asahel Rose Dt.
in an action of
Debt $ 16.75
judt. - - - 00.12½
Satis. - - - 00.10
transcript - 00 31¼
interest on
judt. - $ 02.43

$ 19.71 3/4

State of Ohio Union County ss
January 15th 1831
in this Case the Defendent
Confessed judgment in favor
of the Plaintiff for the Sum
of Sixteen Dolars and Seventy
five Cents Debt and the
Costs of Suit Wm Kiehey J P

State of Ohio union County ss
I do hereby Certify that the above
is a true transcript of a judgment
entered by Me a justice of the
peace in and for the township
of Millcreek and County aforesaid
at the Suit of S G Strong
against Asahel Rose
Given under My hand and Seal
this 26th Day of June AD 1833

Wm Kiehey J P (Seal)

Civil/Domestic Case File

Case No. 1833-CV-0011

No. 33-CV-11

Union Common Pleas Court.

Thomas Holycross
Plaintiff,

AGAINST

Asiel Rose
Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT
$10 cs

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 40

Thomas Holly
vs
Asahel Rose

Declaration
filed June 29. 1833
Silas G. Stripp
Clk

June Term Common Plea 1853

State of Ohio }
County of Union } to wit Asahel Rose was attached to an
Jun Zebediah Harmon of a plea upon the pupp on
on the case upon promises and thereupon the Thomas
Hollycrop (a like Creditor of said Asahel Rose) for the
use of Samuel Harmon by W. B. Lawrence his Attor
ney Complains for that whereas the said defendant
heretofore to wit on the fifteenth blank month
in the year 1850 at the County of Union aforesaid
made his Certain promissory note in writing bearing
date the day and year aforesaid and then and there
promised thereby to pay on the first day of April
next thereafter to the said Thomas or bearer the sum
of ten dollars in Cattle Merchantable hogs of Sugar
for value received and then and there delivered the said
promissory note to the said Thomas by means whereof
the said defendant then and there became liable
to pay to the said plaintiff the said ten dollars in
Chattels as aforesaid in the said promissory note specified
according to the tenor and effect of said promissory
note and being so liable he the said defendant
in consideration thereof afterwards to wit
on the day and year aforesaid at the Count of Union
aforesaid undertook and then and there faithfully pro
mised the said plaintiff to pay him the said amount
in Cattle &c as aforesaid in the said promissory note
specified according to the ten and effect thereof.
Nevertheless the said Asahel not regarding his said several
promises and undertakings but contriving and wrong
fully intending fraudulently and craftily to deceive
and defraud the said Thomas in this behalf hath not
as yet delivered nor paid ten dollars in Cattle Merchan
table hogs or Sugar or either of them nor in Cash or
money or otherwise although often requested so to do
but the said Asahel to pay him the same hath hitherto
wholly neglected and refused and still doth neglect and
refuse to the damage of the said Thomas Hollycrop
of twenty dollars and therefore he brings his Suit &c

W. B. Lawrence
atty for plff

Asenath Rose
Sale £ 10

For value received I promise to pay Thomas Holbrooks or bearer ten dollars in Cattle Merchantable hogs or Sugar to be paid on or before the first day of April next

Millbrook 15th 1830

Israel Rose

Witness Taber Randall

Civil/Domestic Case File

Case No. 1833-CV-0012

No. 33-CV-12

Union Common Pleas Court.

R Lamb & Co

Plaintiff,

AGAINST

Asiel Pruce

Defendant.

APR TERM 1933

JUDGMENT VS DEFENDANT

$3-40

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 40

R. Lamb & Co

vs

Asahel Rose

Declaration

Filed June 29. 1833

Silas G. Strong

Clk.

June term Common Plea 1893

State of Ohio
County of Union } ss

be it Asahel Rose was attached to answer Zebediah Farmer of a plea of Trespass on the case upon promises and there upon R Lamb &c a like creditor of the said Asahel by their attorney W C Lawrence complains

for that whereas heretofore to wit on 20th day of February 1893 in the County of Delaware and State of Ohio in consideration that the said R Lamb & Co at the special instance and request of the said Asahel Rose had before that time sold and delivered to the said Asahel divers goods wares and merchandise he the said Asahel undertook and then and there faithfully promised the said R. Lamb & Co to pay them so much money as the said last mentioned goods wares and merchandise at the time of the sale and delivery thereof were reasonably worth when he the said Asahel should be thereunto afterwards requested and the said R Lamb & Co avers that the said goods wares and merchandise at the time of the said sale and delivery thereof were reasonably worth the sum of five dollars and twenty cents of lawful money to wit at the County of Delaware aforesaid whereof the said Asahel afterwards to wit on the 20th day and year aforesaid there had notice Nevertheless the said Asahel Rose not regarding his said several promises and undertaking but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said R Lamb & Co in this behalf hath not as yet paid the said sum of money or any part thereof to the said R. Lamb & Co although often requested so to do But the said Asahel Rose to pay him the same hath hitherto wholly neglected and refused and still does neglect and refuse to the damage of the said R Lamb & Co of ten dollars and therefore he brings his suit &c

W. C. Lawrence
Atty for Pl-ff

Civil/Domestic Case File

Case No. 1833-CV-0013

No. 33-CV-13

Union Common Pleas Court.

Samuel Farmer
Plaintiff,

AGAINST

Asiel Rose
Defendant.

APR TERM 1833

JUDGMENT VS DEFENDANT
$19 97

Journal 1 Page 165

Record No. 2 Page 261

Ex. Doc. 1 Page 40

Nevertheless the said Rose not regarding his said several promises & undertakings but contriving & fraudulently intending craftily & subtilly to deceive & defraud the said Samuel in this behalf hath not as yet paid the said several sums of money or any part thereof to the said Samuel or to any person for him. Altho often requested so to do. But the said Rose to pay him the same hath hitherto wholly neglected & refused and still doth neglect & refuse to the damage of the said Samuel Ferrum of nineteen dollars and ninety seven and a half cents & therefore he sues &c

W. C. Lawrence
Plaintiffs attorney

Union Com. Pleas

Samel Ferrum
vs
A. Rose } Case

In attachment

Declaration

Filed December 29 1833
Wm. G. Strong
Clk

Lawrence atty

The State of Ohio Union County June Term AD 1833 –

Union County ss.

Asahel Rose was attached to answer unto Zebulon Farmer of a plea of trespass on the case &c and thereupon Samuel Farmer a like creditor of the said Asahel Rose by R. C. Laurence his attorney complains for that whereas heretofore, to wit, the said Rose, on the 28th day of January in the year eighteen hundred and thirty one at the county of Union aforesaid, in consideration that the said Samuel at the special instance and request of the said Rose had before that time sold and delivered divers goods, wares and merchandise to the said Rose he the said Rose then and there undertook and then and there faithfully promised the said Samuel to pay him so much money as the said goods, wares, and merchandise, at the time of the said sale & delivery, were reasonably worth, when he the said Asahel should be thereunto afterwards requested, and the said Samuel avers that the said last mentioned goods wares & merchandise were reasonably worth the sum of nineteen dollars and ninety seven & a half cents, to wit, at the county aforesaid whereof the said Rose afterwards to wit at the day and year aforesaid there had notice

And whereas the said Rose was indebted to the said Samuel in the further sum of nineteen dollars and ninety seven cents for the work & labor, done & performed for the said Rose, by the said Samuel & at his special instance & request.

And also in the further sum of nineteen dollars & ninety seven and a half cents for money lent and advanced by the said Samuel, to and for the use of the said Rose and at his like special instance & request

Union Common Pleas

In Attachment } Sheriff of Union Pay Witness Jesse Bell — $0 50
Ashabel Rose }

Attest Jan 7th 1833

Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1833-CV-0014

No. 33-cv-14

Union Common Pleas Court.

Wm M Cassere

Plaintiff,

AGAINST

Wm Gabriel, fil 1836

Defendant.

Nov 1834,

judg vs Defendt,

$1049.43

Journal 1 Page 201

Record No. 2 Page 328

Ex. Doc. 1 Page 43867

Wm. H. Paxson

vs.

Praecipe

Wm. Gabriel

William M. Kafoo vs William Gabriel

Union Common Pleas

Assumpsit Dam $1200.

The Clerk of said Court will please issue a Summons against the Defendant returnable to next Term, Endorsed "Suit brought to recover damages by non payment of a promissory note, given jointly and severally with Elias Gabriel, to plaintiff for the sum of nine hundred and fifty dollars with interest for value received, payable ninety days from date, and dated March 1st 1833 - also for money had and received paid laid out expended &c

July 22nd 1833

Starling & Gilbert
Plffs Attys

In the above case I am good for costs

Cyprian Lee

Union Com Pleas

Wm M Kapon

vs Specific fa
Execution

Wm Gabriel

Filed

S G Strong
Clerk

Wm M. Kafrow
vs
Wm Gabriel

Assumpsit

The Clerk of Union Common Pleas will please issue an execution in the above case —

Starling & Gilbert
Pltffs Attys

Wm Gabrice
vs
Wm Kasson
et al

Filed Oct 2d
1835
Wm Clem
Clk

Recorded

The Separate and further answer of John Gabrice one of the Defendants to a bill of complaint exhibited against himself & others by Wm M Kasson March term Minor Common Pleas 1835

This Defendant now as heretofore saving and reserving to himself all manner of Benefit and right of Exception to the manifold errors &c in Complainants said bill of complaint Contained for an further answer thereto or to such parts thereof as he this defendant is advised is material for him to make answer unto in answering this defendant saith that since the first day of March 1833 he this defendant together with William Gabrice the Younger (as heretofore stated) received of William Gabrice Senr By assignment on the 10th day of June 1833. Of Real estate two Lots on the Town Plat of Middleburg Logan County Ohio with their improvements The Nos of the Lots not now recollected but may be known by reference to the records of the County of Logan aforesaid. of personal property five head of young horses. one Cow. the Horses we sold for $205.00 the Cow for nine dollars more than paid for her keeping untill sold. we also received of the said William the Elder of Goods wares and merchandize including a few articles of House hold furniture to the amount of near nine hundred & ninety six dollars, precisely how much cannot now be ascertained by this defendant as the assignment was made in this County whilst the property was in Logan County and there was no bill of the goods made at the time of the assignment by William the Elder to this defendant and William the Younger and some part of the goods &c recd by the said William the Elder after he received them from the the said E.D. and before the assignment made to this defendant and William the Younger had been sold the goods &c consisted of prints or Calicoes Broad Cloths Some Queens Ware hard ware cutlery a few groceries with some other articles usually found in a store by the same assignment this defendant & Wm the Younger recd of William the Elder about Eleven hundred and fifty dollars in Notes and Book accounts

this Defendant further answering saith that the Consideration paid By ~~the~~ him this Defendant and William the Younger to William the Elder was — — three thousand eight dollars. that this Defendant knows not of any property conveyd by the Said William the Elder to other than as above either to this Defendant and William the Younger or either of them nor to any other person or persons since the said 1st day of March 1833. that this defendant knows not what property was Recd of the Said E. D. other than as stated by the Said William Patrick the Elder and as stated above to have been received By this defendant and William the Younger from Wm the Elder all of which this Defendant was informd and believes the Said William the Elder Recd of the Said E. D. as to the Consideration paid By William the Elder to the Said E. D. This defendant understood that the property was given to the Said William the Elder to secure him from the payment of the debts of the Said ~~—~~ E. D. from the property of him the Said William the Elder. the assignment ~~—~~ made by the Said E. D. to William the elder was made about the 21st of April 1833 the Amount of the debts of the Said E. D. which remain unpaid is unknown to him this defendant.

The account as stated between William the Elder and this defendant and Wm the Younger ~~—~~ was balanced by the Said Wm the Elder allowing to this Defendant the following fees as collector

~~—~~ six* per cent on all monies collected —	201.64
Lawyer's fee in attachment and other cases —	45.00
Auctioneer's fees & duty — — —	22.00
To the Sheriff and Printer of Logan County their fees (in curid whilst the property was in the possession of Wm the Elder)	32.00
Paid Wm the Younger — 8 note of hand on the said E. D.	38.00
retained due this defendant from the same —	14.00
the amount paid over to Wm the elder.	$3004

And this defendant here as heretofore denying all fraud &c and having thus fully answerd prays to be dismissed with his reasonable cost &c

W. C. Lacy Rence
Sol for Def

* the balance remaining uncollected being received as 5 per cent by this defendant.

Personally appeared before me John Sabrut who being duly sworn saith that the matters and things contained in the foregoing answer are true so far as stated from his own knowledge and that so far as is stated on information he believes to be true. Sworn to before me this 5th day of Sept 1835

David Burnham J. P.

William M. Kapson

vs

Respts

William Gabriel

Filed Sept 17th 1834

Silas G. Strong

Clk

William M Kafson
vs
William Gabriel

Union Common Pleas
August Term 1834

And the said Kafson as to the said plea of the said Gabriel by him pleaded herein saith that he the said William M Kafson by reason of any thing by the said Gabriel in that plea alleged, ought not to be barred from having and maintaining his aforesaid action thereof against him the said Gabriel because he saith that the said Gabriel did not pay to him the said Kafson the said sum of ~~money~~ in the said declaration mentioned, in manner and form as the said Gabriel hath above in his said plea in that behalf alleged, and this he the said Kafson prays may be inquired of by the Country - &c

Keating & Gilbert
p. Pltff's Atty

William Gabree
vs
William M. Kasson

Plea

Filed May 27. 1834

Silas [illegible]
Clerk

Union Com Pleas April term 1834

William ~~McKapson~~
vs
William M. Kapson

and the said William Gabriel by W. B. Lawrence his attorney comes and defends the wrong and injury when &c and says that the said William M Kapson ought not to have or maintain his aforesaid action thereof against him because he says that he the said William Gabriel after the ~~said~~ first ~~the 4th day of July~~ day of ~~July~~ same A.D. 1833 on which the said note mentioned should become due and payable and before the commencement of this suit to wit on the fourth day of July A.D. 1833 at the County of Franklin paid to the said William M Kapson the said sum of nine hundred and fifty dollars in the said note mentioned together with all interest then due thereon and this the said William Gabriel is ready to verify wherefore he prays Judgment if the said William M. Kapson ought to have or maintain his aforesaid action thereof against him &c

W B Lawrence
Atty for Deft

Union Com. Pleas

Wm M Hazen

vs Dec.

Wm Gabriel

Filed Sept 20th 1853

Silas G Strong

Clk

State of Ohio Union County ss
Union Common Pleas Sept Term AD 1833
William M Kafoor
vs
William Gabriel

William Gabriel was summoned to answer unto William M Kafoor of a plea of the case that the Defendant to the Plaintiff render the sum of Twelve Hundred Dollars which he justly owes to and unjustly detains from him, For that whereas heretofore to wit on the first day of March AD 1833 at the County of Union aforesaid the said Defendant by his note under his hand of that date for value recieved promised the plaintiff to pay to him or to his order at the Franklin Bank at their Banking House in Columbus Ohio the sum of Nine Hundred and Fifty Dollars with interest, in ninety days after date and the said Plaintiff in fact saith that afterwards to wit on the first day of June 1833. the said promissory note was duly presented and shewn at the Banking House of the Franklin Bank in Columbus Ohio aforesaid for payment thereof and payment of the said sum of money in said promissory note specified together with the interest thereon was then and there demanded according to the tenor and effect of said promissory note but that neither the said Defendant nor any one for him did or would at the said time when said promissory note was so shewn and payment thereof demanded as aforesaid nor at any time before or afterwards pay the said sum of money therein specified or any part thereof, though the requested and demanded to wit at the County of Union aforesaid on the day and year last aforesaid to the Plaintiffs damage of Twelve Hundred Dollars therefore he sues By Starling & Gilbert attys

Thomson Klein

Mr McKeever

Mr Gabriel

Prince for

fifty —

1

Sph

Mr M Mason
v
Mr Gabriel

Union Com Pleas
Term 1834
Ap. peit Dm $1049.43

Issue fi fa et lev fa to Sheriff of Union
returnable to the next Term

To L G Strong Esq
Clk &c

Sterling & Gilbert
Atys for Plff

March 2nd 1836

The fa fa is to be credited by $252.00 recovered under a decree of appeal
Court at the last Oct. term

Suit Brought to recover Damages by Non Payment of a promissory
Note Given Jointly & Severally with Elias Gabriel to plantiff for the Sum of
of nine hundred and fifty dollars with Interest for value recd payable
Ninety days from Date and dated March 1st 1833 also for Money had &
Recd paid Lain out & expended &c Starling & Albert Steff Atty
For the above cause I am good for costs Cyprian Lee

Pun Con Plea
Wm M Mason
v
Wm Gabriel
Summons
Office Sept 5th 1833
Alex G Strong
Clk

Returned Found
Sept 10th 1833

Mileage - - - 80
Serve - - - 50
Mileage - - - 40

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

To the Sheriff of said county, GREETING:

We command you to summons Wm Gabriel

to appear before the honorable the Judges of the Court of Common Pleas of our said county, at the court-house in ~~Delaware~~, Marysville on the 1st Day of the Next Term of Said Court to answer Wm Fn Rapson in a plea of Assumpsit Damages $1200

and have you then there this writ. Witness the honorable Freeman Gunke Esq President of our said court, at the court-house aforesaid, this 22d ~~day~~ day of July 1833

ATTEST Silas G Strong — Clerk.

Received this twenty May 2 1890
At Sandy by Oliver Sanders on execution
from where on 20 day June — 1890
Lo Warner Sheriff

Milford — Ex

Amer Com Pleas

Wm M. Kagan
vs
William Gabriel

Damages $1049.43

Costs

Docket fee —	$5.00
Clerks fee —	3.15
Sheriff fee —	1.74
	9.89
	$1059.32
This costs —	35

State Of Ohio Union County ss

To the Sheriff Of Said County Greeting

We Command you that of the goods & Chattels of Wm Gabriel Late of your Bailiwick you cause to be made the Sum of $1049.43. Which by the Judgement of Our Court of Common Pleas Within and for Said County at the November Term thereof Wm M Kagan Recovered against the Said Wm Gabriel With interest thereon from the 20th Day of November 1834 untill paid And for want of goods & Chattels you cause the Same to be Levied of the Lands & tenements of the Said William Gabriel And have you that Money before Our Said Court at the Court house in Marysville On the 1st Day of Next Term to Render unto the Said Wm M Kagan And have you then there this Writ —

Witness the Honorable Joseph R Swan President of Our Said Court at the Court house this 15th Day of Dec 1834

Silas G Strong Clk

Be sorry & chattels found, returned to Corp. otherwise
I levied on the following described land, & cut all that tract
or parcel of land situate in the county & State of Ohio on which
said Wm Patrick now resides, commencing at George Reed's southwestern corner thence
running westerly with said Reed's line to the Big Darby creek a few
feet above the Milford Bridge - thence down said Darby creek eighty
two poles & a corner thence easterly running & parallel with
with said line 20 lines to a corner two hundred rods of
land

Taxes
Costs
Fees
Total

Union Com Pleas

G Swan & Wife
Kapon
vs Execution
Gabriel Sothers

Filed March 4
1836 S Strong

Thomas Shannon has been paid $252,00 March 1836 on a Decree of this court
against said Hassan in favor of Plaintiff & Gabriel Hilton Defendant &
Oct Jan 1835

S S Strong Clk

State of Ohio Union County ss

To the Sheriff of Said County Greeting
We Command you that you Cause to
be Levied of the Goods and Chattles
in your Bailwick of Wm Gabriel
the Sum of $1044.43 ~~Dollars~~ which
by the Judgement of our Court of Com
mon Pleas within and for the Said County
of Union at the ~~Term thereof~~
Nov. Term thereof AD. 1834
Wm M Kasson Recovered against the Said
Wm Gabriel with interest thereon from
the 20th ~~day~~ day of ~~AD~~ Nov ~~1834~~
AD 1834 untill paid and also the
further Sum of $10.34 ~~dollars~~
the Costs of increase on Said judgement
& the accruing Costs and for want of
Goods and Chattles that you Cause the Same
to be Levied of the Lands and tenements
in your Bailwick of the Said Wm
Gabriel and have that money before
our Said Court of Common pleas on
the first day of their next Term to ren
der unto the Said Wm M Kasson
and have you then there this writ

Witness I R Swan President
Judge of our Said Court of
Common pleas this 2nd day of
March AD. 1836

Silas G Strong Clk

C. D. Gabriel
Wm Gabriel
Note
$444 —
Lind Union

10

Columbus Jan 4. 1834

My Dear Sir,

Your letter

Civil/Domestic Case File

Case No. 1833-CV-0015

No. 33-cv-15

Union Common Pleas Court

Moses B. Corwin
Plaintiff,

against

Alexander Kent
Defendant.

SEP TERM. 1833

Transcript

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

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

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

Moses B Converse
vs
Alexander Kent
Debt $18.26
Judgment on confession 12½

State of Ohio Union County ss
This day came Alexander Kent before me Henry Sagers a justice of the Peace and acknowledged to owe Moses B Converse Eighteen Dollars one twenty five cents and one half cent on a note of hand given to said Converse there is therefore judgment against said Alexander Kent given under my hand and seal this twenty third day of March AD 1832

Henry Sagers J P

Constables fees
for serving Execution $0.20
mileage — 0.60
Commitment — 0.24
and copy — 0.24
transcript — 0.31¼
Costs

Execution is here this second day of may against Alexander Kent and delivered to William Robinson Constable of Jerome township said Execution returned on the eighth by taking the body of the said Kent to the Jail of the County of Union ageable to the return by said Constable on the back of the said Execution

I do certify the above to be true copy from the docket of Henry Sagers late justice of the Peace given under my hand this 10 day of Sept 1833

William Long J P

Recd of Silas Gillery
my fees in full & transcript
Wm Robinson

Civil/Domestic Case File

Case No. 1833-CV-0016

No. 33-cv-16

Union Common Pleas Court.

Wm Bowlands
Plaintiff,

AGAINST

Amos A. Williams
Defendant.

1833.

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Record No. — — Page — —

Ex. Doc. Page

(Seal) State of Ohio Perrion County ss

I William Snuffin a Justice of the peace within and for ~~said~~ the Township of Allen in said county do certify that the foregoing is a true copy from my Docket of the proceedings and judgment in the said case

given under my hand and seal this 16th day of september 1837

William Snuffin
Justice of the peace

Union Com: Pleas
Wm Rowhang
vs
Amos A. Williams
Trans appeal

Filed Sept 17th 1839
by Amos A. Williams
Silas Stewart
Clk

William Rowland
vs
Amos a williams
Debt - $34 07

also an order Drawn in favour of william Rowland against John P Reed for two Dollars and twenty five cents Dated 14th day of December 1832 put here on the account of a mistake

suit Brought on a Note of hand purporting to have Been given by Amos a williams to william Rowland for the sum of fourty Dollars and Ninety cents Dated Nov the 23 1832 with the following Endorsments to wit: Received on the within ten Dollars December 14th 1832

May the 25th 1833 on application of the plaintiff a summons was issued to Isaac Miley constable Returnable the 1st day of June 1833 which was Returned Endorsed served by Reading to Defendant on the 29th day of may 1833 fee thirty five cents

June 1st 1833 Judgment Entered by Default against Defendant for the amount above stated and costs taxed at 60 cents

June 10th 1833 on application of the Defendant the judgment above is set aside and a new hearing granted Defendant paid the above costs

June 22nd 1833 the partyes attended and on application of the plaintiff a continuance was granted untill the 13th day of July 1833 at the costs of plaintiff subpoenas issued on application of the plaintiff for James Willber and John P Reed

July 13th 1833 Hollis s amy appeared for Defendant plaintiff not appearing nor his witnesses not attending therefore Judgment is Rendered against Defendant for the sum of thirty two Dollars and twelve cents and costs taxed twelve and half cents

Union Com Plea

William Rowland

vs Fi fa

A A Williams

Clerk fee — $1.49

Sheriff fee — .48

$ 1.97

Travel — .30

$ 2.27

Money made on the 10 June, 1895

E. Mayo Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that you cause to be Levied of the goods & chattels in your Bailiwick of Amos A Williams the sum of One Dollar & ninety seven cents Which by the Judgement of our Court of common Pleas within and for the county of Union at the Nov.r Term 1834 William Rowland recovered against him for his costs — And the accruing costs and for want of goods & chattels you cause the same to be Levied of the Lands & tenements in your Bailiwick of the said Amos A Williams And have that Money before the Honorable the court of common Pleas — on the 1st Day of the Next Term — to render unto the said Wm and have you then there this writ

Witness the Honorable Joseph R Swan Esq President of our Court of common Pleas — this 29th Day of April 1835

Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1833-CV-0017

No. 33-cv-17

Union Common Pleas Court.

John Parthamore
Plaintiff,

AGAINST

John Mull,
Defendant.

April 1834
Judgment Defendt.
$485

Journal 1 Page 180

Record No. 2 Page 301

Ex. Doc. Page

Orig Con Files

John Mills
ads
John Partridge

Filed April 14th 1834
Silas G Strong
Clk

John Porthemus } Depts witness Clerk will upon
John Mulle } Subpoenas for Moses Gallington

Joshua Willes — Joseph Nicholds X
Sarah Nicholds X — Elon Nicholds X
Elijah Bassett — John Galloway
Levi Lyon
Anna Bassett
Mrs Lyon — —
Benj Lyon
Elizabeth Harrington
Benj Harrington —
Benj Hopkins
Polly Holycross —
Hanarah Harrington
Nelson Harrington
Jesse Knott
John Williams —
Rosiah Kilby
~~Isaac Kilby~~
Wm Sanford
Levi Haines —
Innice Reynolds
Elisha Reynolds
Henry Reynolds X
Sarah Reynolds

John Mull

Union Com Pleas

John Parkinson
vs
John Mull

Subpoena

Filed: 16th April
AD 1834

Silas G. Strong
Clerk

Served and the within named
Wm. Patterson
Richard Lee
John McCleans
Benjamin Mosier Junr
Benjamin Lion
Elizabeth Patterson
by leaving in their
Respective dwelling

Fee . . . . . Dollars by Cash

Service . . . 80
Copy . . . 10
Mileage . . . 60
$1.50 G. Wright Sheriff

State of Ohio Union County }
To the Sheriff of said County Greeting
We Command you to Summons Fielding
Parthemer Alford Moss Wm Parthemier Jeremiah
Dee John Williams Benj Harrington Isaac Watt
Benj Lyon & Elizabeth Parthemer —

To be and Appear before the
Honorable the Judges of our Court of common
Pleas at the court house in Marysville on
the 1st Day of our Next Ter — to testify and the
Truth to Say in a certain Matter in controversy
Pending and undetermined between John Porthem
Pltff and John Mull Defendant and this they
Shall in no wise Omit under the Penalty of One
hundred Dollars and have you then there the
writ

Witness the Hon. Joseph R Swan
President Judge of our Said court
at the Court house this 14th Day of
April 1824 Silas G Strong Clk

Served on the within named

Joshua Witter
Eliza Baxter
Ann Baxter
Benjamin Lian
Mrs -- Lian
Benjamin Herrington
Elizabeth Herrington
Sally Halycraft
Benjamin Hopkins
Hannah Herrington
John Williams
Elisha Reynolds
Sumner Reynolds
Mary ~~Elizabeth~~ Reynolds
Moses Fullington
Jonah Kelley

Hannah Herrington
Wm Muffin
Levi Wagner
Susan Herrington
By Reading in
their presence to hearing
John Galloway
By Copy

Service -- $ 2.00
3 Copy -- -- 3.00
60 Mileage -- -- 9.60
$ 15.60

Union Co. Ohio
John Fortman
vs
John Dudgeon
For 21 witnesses

State Of Ohio Union County ss

To the Sheriff Of Said County Greeting —
We Command you to Summon Joshua Miller
Elijah Bassett Mrs Anna Bassell John Galloway
Benj Lyon Mrs Lyon Levi Lyon Benj Har
-rington Elizabeth Harrington Polly Holycrop —
Benj Hopkins Nelson Harrington Hannah
Harrington John Williams Elisha Reynolds —
Jemima Reynolds Sarah Reynolds Moses Hullinger Jesse —
Knott Josiah Kelsey Chas Snuffin & Levi
Hains to appear before the Honorable the
Judges of the Court of common Pleas at the
Court house in Marysville On the 1st Day of the
Next Ter — of Said Court To Testify and the
Truth to Say in behalf of the Defendant in
a certain Matter in controversy pending and
undetermined between John Portheman Plaintiff
and John Mull Defendant And this they shall
in no wise Omit Under penalty Of One hundred
Dollars and have you then there this writ

Witness the Honorable Joseph
R. Swan President Of Our Said —
Court at the court house in Marys
ville this 14th Day of April 1834

Silas G. Strong Clerk

Union County —

John Parthemer
&
Jos. Mull

Replevy.

		1	
		1	
		5	
		5	
		5	
		5	
		5	
		1	25
		1	
		1	
		5	
		5	
$	15		

The State of Ohio
Union County } Union Court of Common Pleas March Term 1834

John Allen late of said County was summoned to answer unto
Nathan Parthemore in a plea of Replevin. For that whereas Randolph Foust
on the 9th day of December AD 1833, the said John Parthemore was possessed
as of his own goods and chattels of certain hogs to wit one sow and
eight young hogs marked with ~~[illegible]~~ a crop and a slit and a
cut off the right
ear of great value to wit of the value of one hundred dollars at
the County of Union aforesaid and the said John Allen on the day and year
aforesaid did unjustly and wrongfully detain the same from the said at the County of said
and still wrongfully illegally and unjustly holds and detains the same
against sureties & pledges &c. Wherefore he the said John Parthemore
prays judgment & damages & his costs &c. By G. Sims
Atty

And the said John Allen by his Counsel
comes and defends the wrong when &c and
says that he does not detain wrongfully the
property in the said declaration mentioned
or any part thereof and of this he puts
himself upon the Country

W C Lawrence
atty for Deft

Rerian Com Pleas

John Potterman
vs } Subpoena
John Mull

Served on the within
[illegible] Sheriff
Geo Neidlich
Sheriff Wieldes By
Deputy Wieldes By
reading in Stark County
Service 50
Mileage 1.70
B. Bangert Deputy

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Wm Nicholas & Sarah Nicholas Joseph Nicholas ~~& then and~~ to be and appear before the Honorable the Judge of the court of common Pleas at the court house in Marysville on the first Day of next Term of said Court to testify and the truth to say in behalf of the Defendant in a certain Matter in controversy pending and undetermined between John Forthemon Plantiff and John Mull Defendant and this they shall in no wise omit under the Penalty of One hundred Dollars and have you then there this writ

Witness the Honorable ~~the~~ Joseph R. Swan Esq President Judge at the court house in Marysville this 14th Day of April 1834

Silas G. Strong Clerk

Civil/Domestic Case File

Case No. 1834-CV-0001

No. 34-cv-1

Union Common Pleas Court.

Wm Gregg

Plaintiff,

AGAINST

William Cheney

Defendant.

M Judy

Miscellaneous

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

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Trans Con Pleas

Wm Gaggg

vs

Wm Cheney

Replevin

Precipe for

Filed Jany 2nd

1834

Silas J Stroy

Clk

William Gregg } Replevin
vs } Damage $50.00
William Chany

Clerk of the Court of Common Pleas of the County of Union Ohio will issue his writ in the above Cause

this Suit is Brought to recover possession of a last Springs Colt. in description it is white of a mare colt and of common size the property of Plaintiff But unjustly detained from him By defendant

January 2nd 1835. W C Lawrence
atty for pltff

State of Ohio }
Union County } s

January 2nd 1835 personally appeared before me Lawrence B Johnson a Justice of the Peace of the County of Union William Gregg who being duly Sworn says that he has good right to the possession of the Colt described in the above receipe and that the Colt is wrongfully detained By defendant and was not taken in execution on any judgement against the said plaintiff Nor for any tax fine or amercement assessed against the said Plaintiff and further saith not

In testimony whereof I have hereunto set my hand & official Seal at Marysville this 2nd day of January AD 1835

Seal

Samuel B Johnson
Justice of the Peace

Civil/Domestic Case File

Case No. 1834-CV-0002

No. 34-cv-2

Union Common Pleas Court.

William Pringle
Plaintiff,

AGAINST

John Ashcer, 1834 fl
Detendant.

1834

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Union Common Pleas

William Pringle
vs } Praecipe in
} Slander for Libel
John Asher

Filed Jany 18th 1834
Silas G Strong
Clerk

M B Lawrence Atty

Union County Common Pleas 1854

William Pringle
vs
John Asher

Case for a Libel
Damages $500.00

17th Jany 1854

Silas G Strong Clk
U.C.C.P.

Issue a Summons returnable next Term & Endorse "This suit is brought to recover Damages for the Defendants having on the 26th day of March A D 1853 written & Published a false scandalous Malicious & Defamatory Libel of & concerning the Plaintiff in the form of a Letter directed to one William Connel"

Musser & Converse atty for the Plaintiff

Union Com. Pleas

Wm. Pringle Pltff

vs } Summons

John Asher Deft.

Served on the within named Asher by leaving Copy at his house February 10th 1834

Service 3c
Copy - 10
Mileage 10
13c

S. Wright Sheriff

Filed April 17th 1834
Silas G. Strong
Clk

This suit is brought to recover damages for the defendants having on the 26th day of March AD 1833 written & published a false scandalous & defamatory libel of & concerning the plaintiff in the form of a letter directed to one Wm. Cornell or thereafter consul Mr.

Moses B. Cowen atty
for the plaintiff

State of Ohio, Union County ss

To the Sheriff of said County Greeting

We command you to summons John Asher to be and appear before the honorable the judges of our court of common Pleas at the court House in the town of Marysville in the said County of Union on the first day of our next term to answer unto Wm. Pringle for a plea of the case for a libel to his damage $500.00 & have you then their this writ with your doings thereon

Witness the Honorable Frederick Grimkey President of our said Court at the court House in Marysville in said County this 18th Day of January AD 1834

Attest Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1834-CV-0003

No. 34-CV-3

Union Common Pleas Court.

Joshua Matthews,
Plaintiff,

AGAINST

David Furrow
Defendant.

Vol. 1834

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

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

Suit Brought To Recover Damages for Defendant Entering and Braking. Plantiff Closes and for cutting boxing boring and felling Timber belonging to plantiff to wit 10 oak trees 10 Sugar Trees 10 ash trees 10 Walnut Trees and 10 Other trees Sq his Damage $250,00

J. Mathews in his own proper person

Union Com Plas

Joshua Mathews
vs
David Stevens
} Summons

Return the Writ going to 1834 and execute the on the Within named David Stevens by leaving at his usual place of abode a Copy of summons

Jas 1834

Serve	37c
Copy	12c
Return	1
Mileage	50
J. Mathews Clerk	87½

State of Ohio Union County }

To the Sheriff of said County Greeting

We command you to summons David Harrow to be and appear before the Honorable the Judges of our Court of common Pleas at the court House in Marysville on the first day of the next Term of our said court to be holden in and for the county of Union to answer unto Joshua Mathias in a Plea of Trespass to his Damage $500 - and have you then there this writ

Witness the Honorable Fredrick Grimke Esq. President of our said court at the Court house this 20th day of Jany 1834

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1834-CV-0004

No. 34-CN-4

Union Common Pleas Court.

Gustavus Swan
Plaintiff,

AGAINST

Wm Gabriel
Defendant.

Aug 1834
Judg vs Defendt
$868 ⅝

Journal 1 Page 190

Record No. 2 Page 324

Ex. Doc. Page

Gustavus Swan

Wm Gabriel

Receipt for Sum

Hilea April 17th 1834

Silas G Strong

Ch

Gustavus Lane

vs

William Gabriel

Sir

Issue a Summons returnable immediately —

Damages $2000 — Endorse — Suit brought on a note of hand

March 20. 1833 to Bond & Wallbridge for $800 — & indorsed

at 4 months — & by Bond & Wallbridge assigned to pltff.

G. Lane for

pltff

Jos. Clark C. C. P.

Union County.

I hereby authorize & depute Thomas M Ewing
to serve the within C Wenger Sheriff

Served by leaving Copy with Defendant
April 18~~4~~1834 Service 35cts — Copy 12½ cts
Milage 25cts
Thomas M Ewing Dep for C Wenger Sheriff

Ann Conn Plas
vs
Eustacius Dura
et al Def
Ca. Calcd
Filed April 18th 1834
Atlas Ellis
Clk

Ann Conn Plaintiff Brought in a Suit of Assumpsit against Eustacius Dura & others Defendants at Michigan City Laporte County & State of Indiana Before the Justice of Peace

State Of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to Summon William Gabriel
To appear forthwith before the Honorable the Judges
of Our Court of Common Pleas at the court house
in Marysville to Answer unto Gustavus Swain in
Plea of the Case Damages $2000 and make im-
mediate Return of this writ

Witness the Honorable Joseph R Swain
President of Our Said Court at the court
house this 17th Day of April 1834

Silas G Strong Clerk

Union Co. Pleas

Guilem Luse
v
Mrs Palmer } Ejm
& Ca

Filed May 21st 1834
Silas G. Strong Clk

G. Sowers
fo 46

The State of Ohio } Union County – Court of Common Pleas April
Union County ss } Term AD 1834.

William Gabriel late of said County defendant in this suit was summoned to answer unto Gustavus Swan plaintiff in this suit of a plea of the same. For that whereas the said defendant on the 20th day of March in the year of our Lord one thousand eight hundred and thirty three at Columbus to wit at the County of Union aforesaid made his promissory note in writing and delivered the same to the said Bonar and Charles Mitchell by the firm of Bonar & Mitchell by the name of Bonar & Mitchell and thereby then & there promised to pay to said Bonar & Mitchell or order Eight hundred dollars sterling at the Franklin Bank of Columbus in four months from the date thereof which period has now elapsed and the said Bonar & Mitchell endorsed the same by their firm name & passed to the said Gustavus Swan the plaintiff whereof the said William Gabriel then & there had notice and then & there in consideration of the premises promised to pay the amount of the said note to the said Gustavus according to the tenor & effect thereof. And for that whereas afterwards to wit on the first day of April in the year first aforesaid at Union County aforesaid the said William Gabriel by his other indebtedness the said Gustavus Swan in the sum of Two thousand dollars for so much money before that time by the said defendant had & received of the plaintiff at the special request of the defendant also in the sum of Two thousand dollars for other money by him the said plaintiff lent & advanced to and paid and laid out & expended for him the said defendant at his like request – also in the fourth sum of Two thousand dollars for so much goods wares and merchandise before that time by the plaintiff sold & delivered to the defendant at his like request and so by and between the said defendant in consideration thereof afterwards to wit on the day & year and at the County aforesaid there & then undertook and promised the plaintiff to pay him such sums of money in the count mentioned whenever afterwards he should be requested so to do – yet the defendant although often requested has never paid such sums of money to the plaintiff or any part thereof but has wholly refused & still does refuse to do so to the damage of the plaintiff Two thousand dollars & therefore he brings suit &c.

By G. Swan Atty for Pltff

Union Con Pleas

G Swan
vs appraisement
Wm Gabriel

Filed Nov 18 1834
A G String

Union Common Pleas
Gustavus Swan
S/S & Execution
William Gabriel

We the under signed being called on to appraise a certain Tract or parcel of Land Taken on an execution in the above case known and described as follows to wit being the farm that William Gabriel now lives on and bounded as follows commencing at Reeds South easterly corner thence running westerly with said Reeds line to the big Darby Creek a few poles above the Milford Bridge thence down the Darby creek eighty two poles to the corner thence easterly running a parralel line with said first line said to contain Two Hundred acres of Land and after being Duly Sworn as the Law directs by C. Wright Sheriff Do appraise the Same at Ten Dollars per acre

Milford November 18th 1834

Norman Chipman
James Riddle
Harvey Burnham

Union Com Pleas

Gustavus Swan
vs appraisement
Wm Gabriel

Union Common Pleas
Gustavus Swan
vs } Execution
William Gabriel

We the undersigned being called on to appraise a certain tract ~~of~~ or parcel of land taken on an execution in the above Case known and described as follows (viz) being the land that William Gabriel now lives on and bounded as follows Commencing at Reeds south easterly Corner thence running westerly with with said Reed line to the big Darby Creek a few poles above the Milford Bridge thence down ~~the~~ Darby Creek eighty Two poles to the Corner thence easterly running a ~~parallel~~ parallel line with said first line said to Contain Two hundred Acres of land and after being Duly Sworn as the Law directs by C Wright Sheriff do appraise the same at Ten Dollars pr acre

Milford November 14th 1834

Norman Chipman
James Reddle
Harvey Burnham
} Appraisers

A true Copy of the original appraisement as handed to me

C Wright Sheriff

Recd Oct 30 1834
the within ex

Union Com Plas

G. Swan
vs
Execution
Wm Gabriel
Fi fa

Debt	$868.00
Costs clerk	3.84
Shff	1.70
Docket	5.00
	10.54
	$878.54

agreable to the command of the within Execution
I have levied on the following described
property Towit 1 - Head of Horse Creature & 3 Head of
Cows & May Stacks Same taken in the State & C
All said Which was proven to be Wm & John Gabriel
No Goods and Chattles found where
one to levie Oct 31 1834 Proceeded to levy
on the Lands and tenements belonging the
farm that William Gabriel now lives on
and bounded as follows Commencing at Reeds
South Easterly Corner thence running westerly
with said Reeds line to the big
Derby Creek a few poles above the Milford
bridge thence down ~~the Creek~~ S. Derby Creek
Eighty two poles to the a Corner thence ~~down~~
Easterly running a parallel line with said first
line said ~~first line~~ to Contain two
hundred ~~to~~ acres of Land

Sold Sale for want of time } Sheriffs Fees Service 3 -
Mileage - 2 -
} Summoning freeholders to appraise 2
Appraisers Each - 2 Dlls - - - - - - 1 6 0
1 6 0
C Wright Sheriff 9 3 1 0

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that of the goods and Chattels of Wm Gabriel Late of your Bailewick you cause to be made the Sum of Eight hundred and Sixty Eight dollars Damages Together with the further Sum of Ten Dollars and fifty four cents Costs With Legal Interest thereon to be computed at the Rate of Six per centum per Annum from the 25th Day of August AD 1834 untill paid — And for Want of such goods and chattels you Cause the same to be made of the Lands & tenements of the said William Gabriel which Sum Gustavus Swan for [redacted] Late in the — Union Court of common Pleas Recovered against the Sum Whereof the said William Gabriel is convict as appears to us of Record And — that you have the Same before the Honorable the Judges of the Court Aforesaid at the court house in Marysville on the 1st Day of Our next Term to Render unto the said Gustavus Swan the said Sum of $868.00 & costs afore said And have you then there this writ —

Witness the Honorable Jos H Swan President of Our said Court at the court house this 18th Day of October AD 1834

Silas G Strong Clk

Union Com Pleas

Gustavus Swan
v Fi fa
William Gabriel

Damages - - - -	$868,00
Docket fee - - -	5,00
Clerk fees - - -	3,84
Sheriff fees - - -	1,70
	$878,54

Int since 25th August 1834

Clerk Crowing fees - 0,70
Sheriff -

Received this Execution May 27 1836 & levied the same upon Chattels found on premises of Jacob Rees to levy $1,00 & costs June 8 1836 & sold the Right

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that you cause to be levied of the Goods & chattels in your Bailiwick of William Gabriel the sum of Eight hundred and Sixty Eight dollars which by the Judgement of our court of common Pleas within and for the county of Union Gustavus Swan Recovered against the said Wm Gabriel And also the further sum of $10.54 his costs of Increase herein expended with Legal Interest on the same from the 25th Day of August AD 1835 untill paid and all accruing costs And for want of goods and chattels you cause the same to be levied of the Lands & tenements of the said William Gabriel And have you that Money before the Honorable the Judges of our court of common Pleas at the court house in Marysville on the 1st Day of our next Term to render unto the said Gustavus Swan & have you then there this writ

Witness the Honorable Joseph R Swan Esq President of our said court at the court house this 29th Day of April AD 1835.

Silas G Strong Clerk

Union Com Pleas

Gustavus Swan

vs Execution

Wm Gabriel

Clerks fee	$1.16=5
Docket fee	5.00=0
	35
This Writ	$6.51=5

Filed Octr 8 1836
S G Strong Clk

Received Octr 11 1836
C Wright Sheriff

No goods Chattels lands or Tenements found
whereon to levy
Returned 1836
Milton Clk
C Wright Sheriff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you that of the Goods and Chattles of Wm Gabriel Sale of your Bail with you Cause to be made the Sum of Six Dollars and Sixteen cents and five Mills with Legal interest thereon at the Rate Six per Centum per Annum from the 25th day of August 1834 untill paid & for want of Goods & Chattles you Cause the Same to be made of the Lands tenements and hereditaments of the Said Wm Gabriel which Sum of 6$16.5 Gustavus Swan Sale in the Court of Common Pleas recovered against the Said Mr Gabriel whereof he was Defendant as appears to us of Records and that you have the Same before the honorable the Judges of the Court aforesaid at the Court House in Marysville on the first day of our next Term to render unto the Said Gustavus Swan the Sum of 6$16.5 the Costs herein expended & have you then there this Writ

Witness J R Swan President of our Said Court this 10th Day Aug 1836

Silas G. Strong Clerk
" " "

Civil/Domestic Case File

Case No. 1834-CV-0005

No. 34-CV-5

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Amos A Williams Defendant.

Nov 1834,

Eject,

Decree for Defendt

No Record,

Journal 1 Page 202

Record No. Page

Ex. Doc. Page

Marion com. Plas

Marion county (sct.)

Amos A. Williams
Plt.
vs.
John Doe ex d. Sterling & others
Ejmt.

And the said Williams by ~~Leave Obtained &c~~ Wm. C. Larrew his attorney comes & defends the force & injury when &c. and says that he is not guilty of the said supposed trespass and ejectment above laid to his charge, or of any part thereof in manner & form as the said John Doe hath above thereof complained against him, and of this he the said Williams puts himself upon the country &c.

Wm. C. Larrew atty.

Marion com. Plas

Doe ex d. Sterling & others
(vs)
A. A. Williams

Filed Aug 6 1834
Leo Offing
Clerk

Conclude Rules & plea

Union Com. Pleas State of Ohio
Union cty. (to wit)

John Doe ex d. Sterling & others
(vs)
Richard Roe

Ejectment —

It is ordered by the court by consent of both parties and their attorneys that Amos A. Williams may be ~~xxax~~ be made defendant in the place of the new defendant Richard Roe, & shall immediately appear to the pltffs. action. & shall receive a declaration in a plea of trespass & ejectment of the tenements in question and shall immediately plead thereto. not guilty. and upon the trial of the issue shall confess lease, entry, and ouster, and insist on his title only. And if upon the trial of the issue the said Williams do not confess lease entry & ouster, & by reason thereof the pltff. can not prosecute his writ, then the taxation of costs upon such non pros. shall cease & the said William shall pay such costs to the plaintiff, as by the court shall be taxed and adjudged for such his default in non performance of this rule. And judgment shall be entered against the said ~~Williams~~ Richard Roe the nonconsent ejector by default. And it is further ordered that if upon the trial of the issue a verdict shall be given for the defendant, or if the plaintiff shall not prosecute his writ for other causes than for the not confessing lease, entry and ouster as afore. then the lessor of the plaintiff shall pay costs ~~if the~~ if the pltff. himself doth not pay them.

By the court —

Wm. C. Lawrence defts. atty.

And the deft. Williams now here by his attorney admits himself to be in possession of the land in the declaration mentioned

Wm. C. Lawrence atty.

John Doe & Alex Starling & others

Richard Roe v. Amos A Williams Tenant } Calvin Wright

of Union County Sheriff makes oath and says that he on the 5th day of April 1834 did personally serve Amos A Williams tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Williams with the intents and meaning of the said declaration and notice C Wright Sheriff

Sworn & subscribed in open court
April 7. 1834

Isaac G Strong Clk

Doe & Alex Starling and others
v
Narrin Gech
Roe
A A Williams Tenant
Filed April 16th 1834
Isaac G Strong Clk

Starling J Gibbs

State of Ohio } Court of Common Pleas
Union County } April Term A.D. 1834

John Doe complains of Richard Roe for that Lyne Starling on the first day of January A.D. 1832 at the County of Union aforesaid had demised to the said John the following lands and tenements to wit ~~two~~ two Hundred and thirty acres of land part of Survey No 2983 in the Virginia Military District so called in the name of Andrew Jobony and patented to the heirs of Lucas Sullivan, which ~~two~~ two Hundred and thirty acres is bounded as follows beginning at two Sugar trees and an ash North westerly corner of said Survey No 2983 thence running N 51.° 30' E 169 poles to two ashes and a hickory thence S. 37.° E 210 poles to a Sugar, Elm, and lion wood trees thence S 53° West 169 poles to a Hickory, Elm and Sugar, trees thence N 37.° W 210 poles to the place of begining, and also ten messuages, ten cabins ten barns ten stables ten orchards ten outhouses ten yards ten gardens ~~two~~ Two Hundred and thirty acres of arable land, ~~two~~ Two Hundred and thirty acres of meadow land, ~~two~~ Two Hundred and thirty acres of pasture land, ~~two~~ Two Hundred and thirty acres of wood land Two Hundred and thirty acres of land covered with water and Two Hundred and thirty acres of other land with the appurtenances situate in the said County of Union To Have and to Hold the same to the said John Doe from the first day of January in the year aforesaid for and during the term of Seven years thence next Ensuing, ~~Provided~~

~~of which said demise said John entered into the said tenements with the appurtenances and so possessed thereof for the term aforesaid And the said John being so thereof possessed the said Richard afterwards to wit on the second day of January in the year aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did~~

And also for that Michael L Sullivant William T. Sullivant and Joseph Sullivant at Union County aforesaid ~~had~~ on the first day of January AD 1832 had demised to the said John other Messuages lands and tenements to wit Two Hundred and thirty acres of land part of Survey No 2983 in the Virginia Military District so called, in the name of Andrew Torbert and patented to the heirs of Lucas Sullivant which Two Hundred and thirty acres is bounded as follows beginning at two sugar trees and an ash North-Westerly corner of said Survey No 2983 thence running North 57° 30' East 169 poles to two ashes and an hickory, thence S. 37° E 210 poles to a sugar an elm and an iron wood, trees thence S. 53° W 169 poles to an hickory elm and sugar, trees thence N 37. W 210 poles to the place of beginning and also ten Messuages ten cabins ten barns ten stables ten orchards, ten outhouses, ten yards, ten gardens three hundred acres of arable land three Hundred

acres of meadow land, three hundred acres of pasture land, three hundred acres of wood land, three hundred acres of land covered with water and three hundred acres of other land with the appurtenances situate in ~~the~~ said County of ~~Madison~~ Union To have and to hold the same to the said John from the first day of January in the year aforesaid for and during the term of seven years thence next ensuing By virtue of which said several demises the said John entered into the said several tenements first and secondly above mentioned with the appurtenances and was thereof possessed for the several terms aforesaid And the said John being so thereof possessed the said Richard afterwards to wit on the second day of January in the year aforesaid with force and arms entered into the said tenements with the appurtenances and Ejected the said John therefrom and other wrongs to the said John then and there did to his damage one Thousand Dollars and therefore he sues

Starling & Gilbert
per Allen

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

Your loving friend

Dated April 5th 1834 Richard Roe

Union Com Plea

Lyne Sterling Adm'r &c

vs Fi Fa

A A Williams

Docket fee	$5.00
Clerk fee	1.99
Shff fee	1.18
	8.17
	9.17

Received this December May 2d 1845
Mary Mead and Thos Mead $9.17
Docket fee eliminated by Lyne Sterling for
J Wright Shff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you that you cause to be Levied of the Goods and Chattles in your Bailwick of Amos A Williams the Sum of Eight Dollars and Seventeen cents Which by the Judgement of our court of common Pleas within and for the county of Union Lyne Starling Adm of Lucus Sullivant Recover against the Said Amos A Willams as his costs of Increase - And the accruing costs And for want of goods & Chattles you cause the Same to be Levied of the ~~goods~~ Lands & tenements in your Bailwick of the Said Amos A Williams And have that Money before the Honorable the Judges of our Said court at the court house on the 1st Day of Next Term to render unto the Said Lyne Starling And have you then there this Writ

Witness the Honorable Joseph R Swan President of our Said court at the court house this 29th Day of April 1835

Silas G Strong Clerk

Amos A McWilliams

atty & Counsel to pay costs

L. Stanley

Filed Nov. 20th 1834

Silas G Strong

Clk

Lyne Starling
vs
Amos A Williams

Ejectment in Union County
Court of Common Pleas

I agree upon this suit being dismissed to pay all costs that have or may accrue except the lawyers fees –

Amos A. Williams

November 7th 1834 –

Civil/Domestic Case File
Case No. 1834-CV-0006

No. 34-CU-6

Union Common Pleas Court.

Samuel Parsons
Plaintiff,

AGAINST

Martin Ballow
Defendant.

Aug 1834
Judg vs Defendt
$ 80 00

Journal 1 Page 189

Record No. 2 Page 313

Ex. Doc. Page

Saml Parson & ors

vs

Martin Ballou

Copy of Decl.

The State of Ohio } Union County Court of Common Pleas
Union County } ss April Term AD. 1834

Martin Bullin late of said County was summoned to answer unto Samuel Parsons and Gustavus Swan of a plea of Debt &c ~~But in wherefore~~ for that whereas the said Martin Bullin on the Seventeenth Day of December in the year of our Lord one Thousand eight hundred and twenty One at Columbus to wit at the aforesaid County aforesaid Made his certain writing obligatory of that date Sealed with his Seal and now to the Court here shown and then and there Delivered the same to the Plaintiff and thereby Bound himself to pay to the plaintiff or their order one Day after Date thereof which period has elapsed twenty Six Dollars and ninety four cents yet the said Martin has not paid the said Sums of Money or any part thereof to the Plaintiff also for that whereas afterwards to wit on the 10th day of July AD 1829. at the County aforesaid the said Martin Bullin Made his certain other writing obligatory of this Date Sealed with his Seal & now to the Court Here shown and then and there Deliver the same to one Gustavus Swan and thereby Bound himself to pay unto the said Gustavus Swan or order the sum of ~~thirty~~ twenty five Dollars and afterwards to wit on the same Day and year last aforesaid at the County aforesaid then and there the said Gustavus Swan endorsed the Suit last mentioned only Oblige the same by wholly unpaid.

~~Martin Bullin have Notice By me Whereof the~~
the said Samuel Parsons & Gustavus Swan where of the same
Martin Bullin ~~became~~ had notice By reason whereof the
~~Bound to pay unto the~~
Martin Ballou become Bound to pay unto the the said

plaintiffs the said sum of Money in said last mentioned writing Obligatory specified according to the tenor and Effect thereof yet the said Martin Ballou hath not paid said sevral sums of Money or Either of them or any part thereof to the said Plaintiffs or Either of them but doth detain the same to the damage of the said Plaintiffs One hundred dollars & therefore they sue &c

By E Sherman their Atty.

Norman Con. Ohio

Parsons & Sewell

v

Martin Butler

Decl.

2 Vol.

Filed May 21st 1834

Silas G. Strong

Clk

G. Swan

The State of Ohio
Union County ss } Union County – Court of Common Pleas
April Term AD 1834.

Martin Ballou late of said County was summoned to answer unto Samuel Parsons and Gustavus Lewis of a plea of debt. For that whereas the said Martin Ballou on the seventeenth day of December in the year of our Lord one thousand eight hundred and twenty one at Columbus to wit at Union County aforesaid made his certain writing obligatory of that date sealed with his seal and now to the court here shown and that the said delivered the same to the plaintiffs and thereby bound himself to pay to the plaintiffs or their order one day after date thereof which hereof he has not paid Twenty six dollars and ninety four cents – yet the said Martin has not paid the said sum of money or any part thereof to the plaintiffs also for that whereas afterwards to wit on the 10th day of July AD 1829 at the County aforesaid the said Martin Ballou made his certain other writing obligatory of that date sealed with his seal and now to the court here shown and that the delivered the same to one Gustavus Lewis and thereby bound himself to pay unto the said Gustavus Lewis or order the sum of Twenty five dollars and a half cents to wit on the same day and year last aforesaid at

the County aforesaid then and there ~~the said~~ Geoffery Gwinn endorser
the said last mentioned writ obligatory the same being wholly unpaid
to the said Samuel Payne & Geoffery Gwinn whereupon the said
Martin Ballou prays judgment against the said
Martin Ballou be called to bring into the said Court the said obligatory
the said sum of money in said last mentioned writ obligatory specified according to the tenor & effect thereof
and the said Martin Ballou hath not paid said said sum
of money or either of them any part thereof to the said plaintiffs
or either of them but detains the same. To the damage of
the said plaintiffs you know and every one thereof
they say &c

By G. Gwinn their
atty

Civil/Domestic Case File

Case No. 1834-CV-0007

No. 34-CV-7

Union Common Pleas Court.

Israel Carter
Plaintiff,

AGAINST

Ira & Elisha White
Defendant.

1835

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

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

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

Grace Carter
vs
Transcript
Ira B White &
Elisha White –

Filed April 18th 1834
Silas G. Strong
Clk

Marysville

The State of ohio Union County } ss

Isreal Carter plaintiff
vs
Ira B. White and Elisha White
Defendentes

Damages fifteen Dollars

Writ	$ 0.12½
Issuing Subpones	1.00
Swearing Witnesses	0.16
constbs fees	1.45
Witnesses fees	4.00
Judgement	0.25
Recognizances	0.25
Damage	1.00
	$ 8.25
plaintiffs cost	3.17½
	$ 5.06

September the 30th 1833
Suit brought for trespass for cutting one White oake tree Damages named fifteen Dollars on demand of the plaintiff A Summons Issued Directed to Winthop Chandler constable of Liberty town Ship Returnable on the 4th Day of october 1833 Which Was Returned by Said constable Duly Executed on Said Day on Demand of the plaintiff Sued Subpones for Lewis carter John Anderson Samuel Griffin Daniel Griffin Ezekial Clements and andrew Collier Directed to Winthop Chandler constable of Liberty town Ship Returnable on the 4th Day of october Which Was Returned by Said constb Duly Executed Sued a Subpone for Winthop Chandler Which Was Returned by the plaintiff Endorsed Service Excepted on Demand of the Defendentes A subpoene Sued for Smith Brown Which Was Returned by Said Defendents Service Excepted october the 4th 1833 the parties Meet and Was Ready for trial and the Witnes attended and upon the Examination of the parties and the testimony of the Witnesses the Cause Was Retained for consideration till the 7th Instt and upon Mature Deliberation it Was considered that the plaintiff Recoverd the Sum of one Dollar Damage and the Defendentes Pay four Dollars and Six cts cost and the plaintiff pay three Dollars and Seventeen cts cost and from Which Judgement the Said Ira B. White and Elisha White Defendentes prage an appeal to the Next court of common pleas of Union county Which Was Granted Wheare upon the Said Ira B White and Elisha White Entered Upon a Recognizance according to law With William Hartford Security for the Prosecuting of their appeal to that a fect

I am one of the acting Justices of the peace in and for Liberty Town Ship and county aforesaid do here by certify that the Foregoing proceeings and Judgement had before me is a true Transcript from my Docket Giving under my hand and Seal this 16th Day of October AD 1833

William Gladhill JPs (Seal)

Union Com Pleas

Israel Carter

v

Elisha White

Bond for appeal

To Com. Pleas

Filed Aug 26th 1844

Silas G Strong

Clk

Know all Men By these presents that We Elisha White & Stephen McLain are held and firmly Bound unto Israel Carter in the full Sum of Fifty Dollars To the payment of which well and truely to be made we bind Ourselves Our heirs & firmly by these presents Sealed with Our Seals and Dated this 25th Day of August 1834

The Condition of the above Bond is Such that Whereas Israel Carter has ~~applied~~ Obtained a Judgment against the above bound Elisha White & Said White has appealed from Said Judgment of Wm Gladhill Esqr to this Court Now if On the final hearing of Said Cause Judgment Should be Rendered against Said White - then if Said Elisha White Does well and truely pay the Amount of the Judgment & costs then this bond Shall be null & void Else in full force & virtue

Elisha White (Seal)

Stephen McLain (Seal)

Union Com Pleas

J Carter
vs
Wm B White and
another

Declaration
Filed Nov 5th AD 1834
Silas G Strong
Clerk

State of Ohio
Union County } Ss

Court of Common Pleas
of the term of April 1834

This Cause comes into Court on an appeal from the docket of William Gladhill a Justice of the peace in and for the County of Union and thereupon the said Israel Carter Com. pleains of Ira B White and Elisha White in a plea of trespass for that the said Ira B White and Elisha White on the first day day of May in the ~~County of~~ year of our Lord one thousand and Eight hundred and thirty two at the County of Union aforesaid and on divers other days between that day and the Commencement of this suit with force and arms at the County aforesaid Broke and entered the close of the said Israel Carter situate in the Township of Liberty and County aforesaid and then and there Cut down and destroyd the trees to wit one oak tree of the Plaintiff of great value to wit of the value of fifteen dollars then growing and being in and upon the land of the plaintiff there situate and other Injuries to the said Israel Carter the said Ira B White and Elisha White then and there did against the peace and to the damage of the said Israel Carter fifty dollars and thereupon he sues &c

By W C Lawrence
atty for Plff

Union Com Pleas

Israel Carter
vs Subpoena
Ira White

Filed Nov 17 1834

Silas G Strong
Clerk

I hereby authorize my deputy Israel Carter to serve the within writ
C Wright Sheriff
Oct 1839

State Of Ohio Union County ss

To the Sheriff Of said County Greeting
We command you to summons Ezekiel
Clements to appear before the Honorable the Judge
s of Our court of common Pleas at the court
house in Marysville On the 1st Day of Our Next
Term to testify And the truth to Say ~~[illegible]~~ in
a certain Mater of controversy pending in
Our said court for the Plaintiff Israel Ca
ter against Elisha White & Ira White
Defendants And this he shall in no wise
Omit Under the penalty Of One hundred
Dollars And have you there then this
Writ Witness the Honorable Joseph R Sawy
er President of Our said court
at the court house this 17th
Day of Nov 1834

Silas G Strong Clk

Union Com pleas

White

13 Receipt

Carter

Carter

Israel Carter
vs
Ira White &
Elisha White

Union Com Pleas - Brot on Appeal
Plantiff agrees to pay all
Justice Court costs ~~& Discharge~~ the Judgment
Defendant Agrees to pay all
Common Pleas Court costs -

Pltff & Defend agree that the above Suit be Discontinued on the above conditions

Feby 19th 1835

his
Israel x Carter
mark
Elisha White

Muncon Pleas

Israel Carter
vs. Subpoena
Ira White & Co White

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Ezekiel Clement & Winthrop Chandler to appear before the Honorable the Judge of the Court of Common Pleas at the Court House in Marysville on the 1st day of our Next Term to Testify in behalf of Israel Carter in a certain Matter in controversy between Israel Carter Plaintiff and Ira B White & Elisha White Defendants and this they shall in no wise omit under the penalty of One hundred Dollars & have you then there this writ

Witness Joseph R Swan President of our said Court at the Court House this 13th day of Febr AD 1835

Silas G Strong Clerk

Mim Con Plea

Israel Carter
v Suppoena
Israr & Elisha White

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to Summons Smith Brown to appear before the Honorable the Judges of the Court of Common Pleas at the Court House on the 1st day of our next Term to Testify and the truth to say in Behalf of the Defendants - wherein Israel Carter is plaintiff and Ira White & Elisha White Defendants and this he shall in nowise omit Under the penalty of one hundred Dollars and have you then there this writ

Witness the Honorable Joseph R Swan President of our said Court at the Court House in Marysville Feb 13 1835

Silas P Strong Clerk

Civil/Domestic Case File

Case No. 1834-CV-0008

No. 34-CV-8

Union Common Pleas Court.

Israel Bikell
Plaintiff,

AGAINST

Daniel Drurl.
Defendant.

1835.

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

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

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

Union Com Plas

Israel Beckley
vs Transcript
Daniel Duval

Laura Abby
for Plff

September 21st 1833
Israel Bickell
vs
Daniel Duvall

Debt —	$1.50
Justice cost	0.87½
Const. cost	$1.05
2 witnesses	$1.00
Bail —	0.25
transcript	0.31¼

State of Ohio Union County ss
In this case a summons issued on a note of hand September 16th 1833 and returned September 21st 1833 and the defendent came forward and after hering the evidence in the case it is herebly considered that the Defendent recover of the plainty the same of two Dollars and seventy five cents Debt and all costs of Suit
Wm Richey justice of peace

State of Ohio Union County ss
In the action of Israel Bickell against Daniel Duvall
I Isaac Dodd acknowledge My self Bail for the appellant in the sum of fifty Dollars to be levied on My goods and chatels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation Mony and costs that have accrued or May accrue in the Court of Common pleas
Signed Isaac Dodd
taken signed and acknowledged on this 30th Day of September in the year 1833
before Me Wm Richey justice of peace

State of Ohio Union County ss
I Wm Richey et justice of the peace in and for the township of Millcreek and County aforesaid
Do hereby certify that the above is a true Copy of My procedings in the above case
given under My hand and seal this 30th Day of September 1833 Wm Richey justice of the peace (seal)

Israel Bickle
vs
Lance Duvall

Declaration
Filed Sept 17th 1834
Silas G Strong
Clk

Union County Court of Common Pleas April term 1834

State of Ohio }
Union County } ss to wit The cause of Israel Bickell against Daniel Duvall comes into Court on an appeal from the Docket of William Richey a justice of the Peace in and for the County of Union and there upon the said Israel Bickell By W. C. Lawrence his attorney Complaining for that whereas the said Daniel Duvall heretofore to wit on the twenty fourth day of August eighteen hundred and thirty three at the County of Union aforesaid made his certain Note or Memorandum in writing bearing date the day and year aforesaid and thereby by then and there promised to pay on or before the third day of September 1833 to the said Israel Bickell the sum of one dollar and fifty cents in flower at the said Duvall's (meaning said Duvalls residence) and then and there delivered the said Note or memorandum in writing to the said Israel Bickell By means whereof the said Daniel Duvall then and there became liable to pay to the said plaintiff the said sum of Money in the said Note or memorandum specified according to the tenor and effect of the said Note and being so liable he the said Daniel in consideration thereof afterwards to wit on the 24th day of August aforesaid at the County of Union aforesaid under took and then and there faithfully promised the said plaintiff to pay him the said sum of Money in the said Note specified according to the tenor and effect thereof And whereas also the said Daniel Duvall afterwards to wit on the fifth day of September 1833 at the County of Union aforesaid accounted with the said Israel Bickell of and concerning divers other sums of Money from the said Daniel to the said Israel before that time due and owing and then in arrear and unpaid and upon such accounting the said Daniel was

then and there found to be in arrear and indebted to the said Israel in the further sum of one dollar and fifty cents of like lawful money and being so found in arrear and indebted he the said Daniel in consideration there of afterwards to wit on the day and year last aforesaid at the County of Union aforesaid undertook and then and there faithfully promised the said Israel to pay him the said last mentioned sum of money when he the said Daniel should be thereunto afterwards requested Nevertheless the said Daniel notregarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Israel in this behalf hath not as yet paid the said several sums of money or said flour or any or either of them or any part thereof to the said Israel although he the said Daniel Duvall afterwards to wit on the day and year last aforesaid at the County aforesaid was requested by the said Israel Bickel so to do but the said Daniel Duvall to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of him the said Israel of fifty dollars and therefore he brings his suit &c

W. C. Lawrence
Atty for Plff

Civil/Domestic Case File
Case No. 1834-CV-0009

Civil/Domestic Case

1834-CV-0009

located with

Supreme Court Case

1835-SC-0001

Civil/Domestic Case File

Case No. 1834-CV-0010

No. 34-CV-10

Union Common Pleas Court.

Silas G. Strong Plaintiff,

AGAINST

Daniel Willcoxes Defendant.

AUG TERM. 1834

JUDGMENT VS DEFENDANT

$140

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Record No. 2 Page 321

Ex. Doc. Page

Union Com Pleas

Silas G Strong
vs Fi fa
Daniel Williams

Damages — —	$140.25
Docket fees —	5.00
Clerks fee — —	3.50
Sheriff fee —	.72
	$149.48

Int Since 25 Augst
AD 1834

Clerks accounting fee 35

Received this Execution May 8th 1840 & Thos T Shank
Satisfied by Clerks Receipt May 11th 1840
& Thos T Shank

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the Goods and chattels of Daniel Williams you cause to be levied the sum of One hundred and forty Dollars and twenty five cents. Which by the Judgement of our court of common Pleas within and for said County Silas G Strong Recovered against him for his Debt With the further sum of $9.58 his costs of Increase together with Legal Interest thereon since the 25th Day August 1835 and all accruing costs — And have you the Money before the Honorable the Judges of our court of common Pleas aforesaid at the court house in Marysville on the first Day of the Next Term to Render unto the said Silas G Strong his Debt & costs aforesaid And have you then there this writ

Witness the Honorable Joseph R Swan Esq President of our said court at the court house the 29th Day of April 1835

Silas G Strong Clerk

Aug 1834

No. 34-CU-10

Union Common Pleas Court.

Silas G Strong
Plaintiff,

AGAINST

David Williams
Defendant.

Aug. Term, 1834

Judg. vs Deft.
$140 25/100

Journal 1 Page 191

Record No. 2 Page 321

Ex. Doc. 1 Page 79

Union Com. Pleas

Silas G. Strong
vs
Daniel Mooney } Ntr.
In Case

Filed May 21st 1834

Silas G. Strong
Ptff

G. Bonne

The State of Ohio
Union County ss } Union County - Court of Common Pleas April Term
A.D. 1834.

Daniel Williams late of said County was summoned to answer unto Sidney G. Strong of a plea of the case &c. For that whereas the said Daniel Williams on the 15th day of April A.D. 1832 at Marysville in the County aforesaid made his promissory note in writing and delivered the same to the said Sidney G. Strong and thereby promised to pay to the said Sidney G. Strong or to his order one hundred and twenty four dollars in twelve months after the date thereof with interest at the rate of five per cent per annum and the said Daniel Williams then and there in consideration of the premises promised to pay the amount of the said note to the said Sidney G. Strong according to the tenor and effect thereof — also for that whereas the said Daniel Williams afterwards to wit on the twenty eighth day of April in the year 1832 at said County being then and there indebted unto the said Sidney G. Strong in the sum of four hundred dollars for so much money before then by the said Daniel Williams had and received of him. The said Sidney G. Strong at the special request of him the said Williams also in the sum of four hundred dollars for so much money before then by the said Sidney G. Strong lent and advanced to and paid out and expended for him the said Daniel Williams at his like request and so being indebted the said Daniel Williams in consideration thereof afterwards to wit on the day & year last aforesaid at the County aforesaid then & there undertook and faithfully

promised the said Isaiah G. Sleg to pay him the said several sums of money he they could remember when he thereunto afterwards should be requested so to do — But the said Daniel Williams although often requested by many persons the said Sleg said towards payment of many or either of them or any part thereof but he so to do has wholly refused and still does refuse to the damage of the said Isaiah G. Sleg five hundred dollars and therefore he brings suit &c

Pltfs G. Jones his atty.

Copy of note declared upon

$125 Marysville Sept. 15. 1832 — Three after date I promise to pay to the order of Isaiah G. Sleg at the date one hundred & twenty five dollars for value received

Witness Daniel L. Williams
maker

Silas G. Strong
vs.
David Williams

In Case

Issue a summons returnable forthwith in the above case — Damages $500 — Endorse suit for on a note of hand dated Feb. 15. 1832 bearing twelve opt dollars for $125 —

G. Smith alias
for pltf

April 19. 1834.

To the Sheriff of Union County. —

Served by leaving a copy of the within at the dwelling of the defendant Silas G. Strong in Lee, Berks Co. April 11th, 1894 Lee, 30 cts Mileage 5 cts, copy 10 $0.50

D. Wilcox Sheriff

Amer Com Plas

Silas G. Strong

vs

Daniel Wallace

Suit Brought on a Note of hand. Dated Sept. 15th 1893 & payable within twelve months for $125

G. Swan atty for Pltff

Apr 14th 1894

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you to summon Daniel Wittsey to appear forthwith before the Honorable the Judges of Our Court of Common Pleas at the Court house in Marysville to answer unto Silas G Strong in a Plea of the case Damages $500 and have you then there this writ.

Witness the Honorable Joseph R Swan Pres. of Our said Court at the Court house in Marysville this 19th 1824

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1834-CV-0011

Civil/Domestic Case File

Case No. 1834-CV-0012

No. 34-CV-12

Union Common Pleas Court.

Lyne Starling adm'r
Plaintiff,

AGAINST

Levi Harris et al
Defendant.

In Ejectment,
1834.

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Hoc ex dem Starling

v } navr in Geit

Roe

Levi Stainer Trust

Toledo August 14th 1834

Silas G Strong

Clk

S Gilbert

State of Ohio } Court of Common Pleas April
Union County } Term A.D. 1834

John Doe complains of Richard Roe for that Lynn Starling on the first day of January A.D. 1832 at Union County aforesaid had devised to the said John the following land and tenements to wit one Hundred and thirteen acres of land, part of Survey No 2669 in the Virginia Military District so called, in the name of Richard Stephenson and patented to Lucas Sullivant, which one Hundred and thirteen acres is bounded as follows to wit beginning at a burr oak blue ash and sugar tree on the banks of Darby Creek thence running N 53° East 255 poles to a sugar, dog wood and small ~~red~~ oak trees thence S. 54° East 70 poles to two sugar trees thence S. 53° West 283 poles to three elms, an hackberry and two buck eyes trees thence up the said Creek with the meanders thereof and binding thereon to the place of beginning and also ten messuages ten cabins ten barns ten stables ten orchards ten out houses ten yards ten gardens one Hundred and thirteen acres of arable land one Hundred and thirteen acres of meadow land one Hundred and thirteen acres of pasture land one hundred and thirteen acres of wood land, one hundred and thirteen acres of land covered with water and one hundred and thirteen acres of other land to Have and to Hold the same to the said John from the first day of January in the year aforesaid for and during the term of seven years thence next ensuing, By virtue of which devise the said John entered ~~and afterwards to wit on the second day of January in the year aforesaid~~ into the said

tenements with the appurtenances and was possessed thereof for the terms aforesaid, and the said John being so thereof possessed the said Richard afterwards to wit on the second day of January in the year aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage one thousand Dollars and therefore he sues &c

By Starling & Gilbert
His Attys

Mr Levi Naires

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

Dated April 5th 1834

Your loving friend
Richard Roe

~~Mr Levi Haines~~ ~~Sir I am informed that~~

John Doe ex demise Lyne Starling

vs

Richard Roe Levi Haines Tenant } Calvin Wingate

Sheriff of Union County makes oath and says that he on the day of August 1834 did personally serve Levi Haines Tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration & notice, and at the same time acquainted the said Haines with the intent and meaning of the said declaration & notice

Sworn to and subscribed in open Court —
August Ter 1834.

Joe of dem Starling

as Marr in Egypt

Moe " "

Lou Harris Jerk "

(A Copy)

State of Ohio } Court of Common Pleas
Union County ss } April Term AD 1832

John Doe complains of Richard Roe for that Lyne Starling on the 1st day of January AD 1832 at Union County aforesaid had devised to the said John the following Lands and tenements to wit one hundred and thirteen acres part of Survey No 2667 in the Virginia Military District so called in the name of Richard Stephenson & patented the Heirs of to Lucas Sullivant which one Hundred and thirteen acres is Bounded as follows to wit

Beginning at a Burr oak Blue ash and Sugar tree on the Banks of Darby Creek thence Running N 53° East 250 poles to a sassafras wood and small Red oak trees thence S 54° East 70 poles to two Sugar trees thence S 53° West 283 poles to three Elms an hackberry and two Buckeyes trees thence up the said creek with the Meanders thereof and binding thereon to the place of Beginning and also ten Messuages ten Cabins ten Barns ten Stables ten Orchards ten out Houses ten yards ten Gardens one hundred and thirteen acres of Arable Land one hundred and thirteen acres of Meadow Land one hundred and thirteen acres of pasture Land one hundred and thirteen acres of Wood Land one hundred and thirteen acres of Land Covered with Water and one hundred and thirteen acres of Other Lands to have and to hold the same to the said John from the 1st day of January in the year aforesaid for and During the term of Seven

years thence next Ensuing By virtue of which Demise
Said John entered into the said tenements with the
Appertenances and was possessed thereof for the terme afore
Said and the Said John being so thereof possessed
the said Richard afterwards to wit on the Second day
of January in the year aforesaid with force and
Arms entered into the said tenements with the
Appertenances and Ejected the said John
therefrom and other wrongs to the said John then
and there did to his damage one thousand Dollars
and therefore he Sues &c By Starling & Gilbert
his attys

Mr. Levi Harris

Sir

I am informed that you are in
possession of or Claim title to the premises in this
Declaration of Ejectment mentioned or to some part
thereof & I being sued in this action as casual
Ejector and having no title to the said premises do ad-
vise you to appear at the next term of the Court
of Common Pleas for the County of Union
and State of Ohio and make yourself defendant
in my Stead otherwise judgment will there
be entered against me by default and you will
be turned out of Possession Dated April 5 1834

Your Loving Friend

Richard Roe

Civil/Domestic Case File

Case No. 1834-CV-0013

No. 34-CU-13

Union Common Pleas Court.

Lyne Starling, Plaintiff,

AGAINST

George Reed, Defendant.

Nov Term, 1834

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Ex. Doc. Page

Doe ex dem Starling
& others
v & Narrin Eject
Roe William Huff
~~Atty~~ ~~Forman~~
~~Hallin & Atty~~ Ent.
Filed August 14th 1834
Geo G Strong
Clk

Invoice 35 ds
Mileage 25
6 Plaintiff Costs

State of Ohio } Court of Common Pleas April
Union County ss } Term A.D. 1834

John Roe complains of Richard Roe for that Lyon Stanley on the first day of January A.D. 1832 at Union County aforesaid had devised to the said John the following lands and tenements to wit One hundred eleven and one fourth acres of land part of Survey No 2983 in the Virginia Military District so called in the name of Andrew Torbert and patented to the heirs of Lucy Sullivant which one hundred and eleven and one fourth acres is bounded as follows "to wit" beginning at two ash and a hickory corner to A. A. Williams line of said Survey thence running with said the North ~~East~~ line N 51.° 30' E 82 1/2 poles to a sugar an ash and an hickory trees thence S. 37° E 210 poles to a sugar an elm and an iron wood, trees thence S. 53° W 82 1/2 poles to a sugar an elm and an iron wood, trees thence N 37 W 210 poles to the place of beginning and also ten messuages ten cabins ten barns ten stables ten orchards ten outhouses ten yards ten gardens Two Hundred acres of arable land Two Hundred acres of pasture land Two Hundred acres of meadow land, Two Hundred acres of wood land Two Hundred acres of land covered with water and Two Hundred acres of other land with the appurtenances situate in said County of Union To Have and to hold to him the said John from the first day of January in the year aforesaid for and during the term of seven years thence next ensuing

And also for that Michael L. Sullivant William L. Sullivant and Joseph Sullivant on the first day of January A.D. 1832 at the County of Union aforesaid had devised to the said John the messuages lands and tenements to wit One hundred and eleven and one fourth acres of land part of Survey No 2983 in the Virginia Military District so called and bounded as follows to wit

beginning at at two ash and one hickory trees corner of A A Williams in the North Easterly line of said Survey thence running N 51° 30' E with said line 82½ poles to a sugar an ash and an hickory trees thence S 37° E 210 poles to a sugar an elm and an iron wood trees thence S. 53° W 82½ poles to a sugar an elm and an iron wood trees thence N 37° W to the place of beginning and also ten messuages, ten cabins ten barns, ten stables, ten orchards ten outhouses ten yards, ten gardens Two hundred acres of arable land Two hundred acres of meadow land two hundred acres of pasture land two Hundred acres of wood land Two Hundred acres of land covered with water, and Two hundred acres of other land with the appurtenances situate in said County of Union To Have and to hold the same to the said John from the first day of January in the year aforesaid for and during the term of seven years thence next ensuing By virtue of which said several devises the said John entered into the said several tenements first and secondly above mentioned with the appurtenances and was thereof possessed for the several terms aforesaid And the said John being so thereof possessed the said Richard afterwards to wit on the second day of January in the year aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage one Thousand Dollars and therefore he sues &c

By Sterling & Gilbert
His attys

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

Dated this 5th day of April A.D. 1834. Richard Roe

John Doe ex Demise Harling & others
vs
Richard Roe William Huff Tenant

Calvin Wingate ~~of~~ Sheriff of Union County makes oath and says that he on the 5th day of ~~April~~ August 1834 did personally serve William Huff tenant in possession of the premises in the within declaration mentioned or a part thereof with a true copy of the within declaration and notice, and at the same time acquainted the said Huff with the intent and meaning of the said declaration and notice.

C Wingate Sheriff

Sworn to & subscribed in open court
August 5th 1834 J B Storey Clk

Doe ex dem Starling

& others

v. Swan in eject

Roe &

Holtes Slaney Tenr

(A Copy)

State of Ohio
Union County ss Court of Common Pleas April Term
AD 1834

John Doe complains of Richard Roe for that Lyne Starling on the 1st day of January AD 1832 at Union County aforesaid had Devised to the said John the following Lands & tenents to wit one hundred & Eleven and one forth acres of Land part of Survey No 2983. in the Virginia Military District so called in the name of Andrew Torbert & patented to the Heirs of Lucas Sullivant which one hundred & Eleven and one fourth acres is Bounded as follows to wit Beginning at a ash & one Hickory corner of A. Williams the north East Line of said Survey thence Running with said Line N 57° 30' E 82½ poles to a sugar & ash & an Hickory Tree thence S 37° E 240 poles to a Sugar & Elm & an Iron Wood Tree thence S 53° W 82½ poles to a Sugar an Elm an a an Iron Wood trees thence N 37 W 240 poles to the place of Beginning & also ten Mesuages ten Cabins ten Barns ten Stables ten orchards ten out Houses ten yards ten Gardens Two Hundred acres of arable Lands two hundred acres of pasture Lands Two Hundred acres of Meadow Lands two Hundred acres of Wood Lands Two Hundred acres of Land covered with Water & Two Hundred acres of other Land with the appertenances situate in said County of Union to have & to Hold to him the aforesaid John from the 1st day of January in the year aforesaid for & during the term of 7 years then next Ensuing And also for that Michael S Sullivant William S Sullivant and Joseph Sullivant on the 1st day of January AD 1832

at the county of Union aforesaid had Demised to the
Said John other Messeges Lands & tenements to wit
one hundred & Eleven and one fourth acres of Land part
of Survey No. 2983 in the Virginia Military District
so called and bounded as follows to wit
Beginning at Two ash and one Hickory Trees
Corner of A Williams in the North Easterly Line of
Said Survey then Running N 51° 30' E with Said
Line 82½ poles to a sugar an ash & an Hickory trees
thence S 37° E 210 poles to a sugar and Elm and a iron
wood trees thence S 53° W 82½ poles to a sugar and Elms and
an Iron wood trees thence N 37° W to the place of Beginning
and also ten Messeges ten Cabins ten Barns ten Stables
ten Orchards ten out Houses ten Gardens ten Gardens Hundred
acres of Arable land two hundred acres of Meadow
Land two Hundred acres of pasture Lands two
Hundred acres of wood Land Two Hundred acres of Land
Covered with Water & two Hundred acres of other Land
with other appurtenances. Situate in Said County of
Union to Have and to Hold the Said to the Said
John from the 1st day of January in the year aforesaid for
& During the Term of Seven years thence next Ensuing
By virtue of which Said Several Demises Devised the Said John
entered into the Said Several tenements first & Secondly above
Mentioned with the appertenance and was thereof possessed
for the Several terms aforesaid And the Said John
Being so thereof possessed the Said Richard af-
terwards to wit on the Second day of January in the
year aforesaid with force and arms entered into the

said tenements with the appertenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage one Thousand Dollars & therefore he says &c By

Starling & Gilbert
his attys

Wm Hollis & Amy

Sir

I am informed you are in prepaiession of or claim Title to the premises in the Declaration Mentioned or to some part thereof & I Being Sued in this action as a casual ejector & having no title to the said premises do advise you to appear on the next term of Court of Common Pleas within and for the County of Union and State of Ohio and make yourself Defendant in my stead otherwise judgement will be then Entered against me by default and you will be turned out of possession

Richard Roe

Dated this 5th day of April 4 1834

Union com. Plas -

Doe ex d. Sterling & others
(vs)
George Read

And the said George Read deft. by William C. Lawson his attorney comes & defends the ~~tres~~ force & injury when &c. and says that he is not guilty of the said trespass & ejectment above laid to his charge, or of any part thereof, in manner & form as the said John Doe hath above thereof complained against him & of this he the said Read puts himself upon the country, &c.

Wm. C. Lawson atty

Union Com. Plas
Doe ex d. Sterling
(vs)
Geo. Read
Filed Aug 26th 1844
Jno. G. Young
Clerk
Contest Cause
Plea

Consent rule

John Doe) Eject. Union com. Pleas
v.
Richard Roe) It is ordered by the court by the consent of both parties & their attornies that George Read may be made defendant in the place of the now defendant Richard Roe, & shall immediately appear to the plaintiffs action, & shall receive a declaration in a plea of trespass & ejectment of the tenements in question, & shall immediately plead thereto, not guilty. and upon the trial of the issue shall confess, lease, entry & ouster and insist on his title only. And if on the trial of the issue the said George do not confess lease, entry, & ouster, & by reason thereof the plaintiff cannot prosecute his writ, then the taxation of costs upon such nonpros. shall cease & the said George shall pay such costs to the plaintiff as by the court here shall be taxed and adjudged for such his default in non performance of this rule. And judgment shall be entered against the said Richard Roe now the casual ejector by default. And it is further ordered that if upon the trial of the issue a verdict shall be given for the deft. or if the plaintiff shall not prosecute his writ upon any other cause than for the not confessing lease, entry, & ouster as aforesd. then the lessor of the pltff. shall pay costs. if the pltff. himself does not pay them

By the court —

Wm. C. Lawrence atty. for deft.

And the said deft. George Read admits himself to be in possession of the land in the pltff. declaration described.

Wm. C. Lawrence deft. atty.

Civil/Domestic Case File

Case No. 1834-CV-0014

No. 34-CU-14

Union Common Pleas Court.

John N. Beard, Plaintiff,

AGAINST

Ira Phelps, Defendant.

Eject.

1834

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Mrs Ira Phelps

John Doe
7
Richard Roe } Exors

Deed
Ira Phelps
Tenant

Filed August 14th 1834
Silas Strong

Settled

Mrs

The State of Ohio } Union County — Court of Common
Union County ss } Pleas August Term AD 1834.

John Doe complains of Richard Roe for that John B. Bunce on the first day of March AD 1833 at Union County aforesaid had demised to the said John Doe the following lands and tenements to wit one thousand acres of land situate in said County of Union part of survey No 5506 and also ten messuages ten houses ten barns ten stables ten orchards ten out houses ten gardens one thousand acres of wood land one thousand acres of meadow land one thousand acres of pasture land one thousand acres of wood land and one thousand acres of land covered with water with the appurtenances situate in said County — To have and to hold the same unto the said John Doe from the said first day of March AD 1833 for and during the term and term of ten years thereunto next ensuing — By virtue of which said demise the said John Doe entered into the said tenements with the appurtenances and was thereof possessed for a term aforesaid and the said John Doe being so thereof possessed, the said Richard Roe afterwards to wit on the said first day of March AD 1833 with force and arms entered into the said tenements with the appurtenances and ejected the said John Doe therefrom and other wrongs to the said John Doe then and there did to his damage one hundred dollars and therefore he brings suit &c

By J. Swan
his atty.

To Ira Phelps,

I am informed that you are possessed of a certain title to the premises in the declaration mentioned or to some part thereof and I bring suit in this action as casual ejector and have no title to said premises do advise you to appear at the next term of the court of Common Pleas of said County of Union in said State of Ohio and make yourself defendant in my stead otherwise judgment will then be entered against me by default and you will be turned out of possession

Sept. 12. 1834.

Richard Roe

Civil/Domestic Case File

Case No. 1834-CV-0015

No. 34-CU-15

Union Common Pleas Court.

John B Beard, Plaintiff,

AGAINST

George Arthur, Defendant.

Ejectment

Aug 1834

Judg vs Defendt,

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Ex. Doc. Page

The State of Ohio
Union County ss } Personally came before Noyes Sharpe of said County and made oath that he served and delivered to George Chalkey tenant in possession a true copy of the declaration of replevint on the premises on the 14th day of August 1834

G. Wright Sheriff

Sworn to and subscribed this 25th day of Aug. 1834

Silas G. Strong
Clerk

Union Com. Pls
for Dec
Rebecca Dec } Repl
Dec. v. George Chalkey
Tenant
Filed August 25th 1834
Silas G. Strong
Clk

Repl

P. Snow

The State of Ohio }
Union County ss } Union County – Court of Common Pleas
the Term of August A.D. 1834

John Doe complains of Richard Roe in that John B. Beard on the first day of March A.D. 1833 at Union County aforesaid had demised to the said John Doe the following lands and tenements to wit one thousand acres of land situate in said County part of Survey No 5510 and also two messuages two houses two barns two stables two orchards two out houses two gardens one thousand acres of arable land ~~one thousand~~, one thousand acres of meadow land one thousand acres of pasture land one thousand acres of woodland and one thousand acres of land covered with water with the appurtenances situate in said County – To have and to hold the same unto the said John Doe from the said first day of March A.D. 1833 for and during the full and term of seven years thence next ensuing – By virtue of which said demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid and the said John Doe being so thereof possessed the said Richard Roe afterwards to wit on the said first day of March A.D. 1833 with force and arms entered into the said tenements with the appurtenances and ejected the said John Doe therefrom and other wrongs to the said John Doe then and there did to his damage one hundred dollars and therefore he brings suit &c

By G. S. Mills his atty.

To Guy Anthony,

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

August 12. 1834

Richard Roe

Civil/Domestic Case File

Case No. 1834-CV-0016

No. 34-cv-16

Union Common Pleas Court.

John B Beard, Plaintiff,

AGAINST

John Jonathan Brooks Defendant.

Ejectment,
Aug 1834,
Judg vs Defendts,
No Record

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Ex. Doc. Page

The State of Ohio
Union County ss } Personally came Calvin Wingate Sheriff of said County and made oath that he personally delivered to to Jonathan Brooks named in foregoing a true copy of the declaration of judgment in the premises on the 14 day of August A.D. 1834

Subscribed & sworn to
this 25th day Sept. 1834

C. Wingate Sheriff

Union Co. Ohio

The State
vs
Pleas &c
Plaintiff
Jonathan Brooks Defendant
Filed August 14th 1834
Silas G. Strong
Clk

Silas G. Strong Clerk

Stay.

F. Sonne

The State of Ohio

Union County ss: Union County – Court of Common Pleas of the Term of August AD 1834.

John Doe complains of Richard Roe for that John B. Brown on the first day of March AD 1833 at Union County aforesaid did demise to said John Doe the following lands and tenements to wit one thousand acres of land situate in said County part of Survey No 5506 and also ten messuages ten houses ten barns ten stables ten orchards ten out houses ten gardens one thousand acres of arable land one thousand acres of meadow land one thousand acres of pasture land one thousand acres of wood land and one thousand acres of land covered with water with the appurtenances situate in said County – To have and to hold the same to the said John Doe from the said first day of March AD 1833 for and during the full and term of ten years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid and the said John Doe being so thereof possessed the said Richard afterwards to wit on the said first day of March AD 1833 with force and arms entered into the said tenements with the appurtenances and ejected the said John Doe therefrom and other wrongs to the said John then and there did to his damage one hundred dollars and therefore he brings suit &c. By T. Swan his atty

To Jonathan Brooks,

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

August 12. 1834 Richard Roe.

Civil/Domestic Case File

Case No. 1834-CV-0017

No. 34-CV-17

Union Common Pleas Court.

John B Beard
Plaintiff,

AGAINST

Jesse Nott, et al,
Defendant.

Ejectment,
Aug 1834,
Decree for plaintiff,
No Record

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The State of Ohio
Union County ss } Personally came Calvin Morgan Sheriff of said County and made oath that he summoned according to form the within named Abbott Nott Tenants in possession a true copy of the duplicate within of execution within mentioned on the 16th day of August AD 1834

Subscribed & sworn to
this 25th August 1834

C Morgan Sheriff

Silas G Storey Clerk

Union Co., Ohio

Mr. Lyon
Richard Nor } Execution
O Dier
for Nott
Abbott Nott Tenants

Filed August 14th 1834
Silas G Storey
Clerk

Sta

The State of Ohio } Union County — Court of Common
Union County ss } Pleas August Term A.D. 1834

John Doe complains of Richard Roe for that John B. Brown on the first day of March A.D. 1833 at Union County aforesaid had demised to the said John Doe the following lands and tenements to wit one thousand acres of land situate in said County of Union part of Survey No. 5504 and also the messuages the houses the barns the stables the orchards the out houses the grounds one thousand acres of arable land one thousand acres of meadow land, one thousand acres of pasture land one thousand acres of woodland and one thousand acres of land covered with water with the appurtenances situate in said County John and to hold the same unto the said John Doe from the said first day of March A.D. 1833 for and during the full term and quantum of the year thence next ensuing — By virtue of which said demise the said John Doe entered into the said tenements with the appurtenances and yet is the said John Doe therefrom and also ousted the said John Doe then and there did to his damage one hundred dollars and therefore he brings suit &c.

By G. Swan
Atty for Pltf.

To Jesse Hill, Abbott Hill

I am informed that you are in possession of or claim title to the premises in the declaration mentioned or to some part thereof and I bring suit in the action of ejectment and having no title to said premises do advise you to appear at the next term of the Court of Common Pleas of said County of Union in said State of Ohio and make yourself defendant in said action otherwise judgment will be rendered against me by default and you are to be turned out of possession

Richard Roe

August 12. 1834

Civil/Domestic Case File

Case No. 1834-CV-0018

No. 34-CV-18

Union Common Pleas Court.

John B Beard, Plaintiff,

AGAINST,

Emery Wilson, Defendant.

Ejectment,

1834.

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Union County Case 6.

John Doe
v. Eject.
Richard Roe

Emeri Wilson
Tenant

Now Filed August
14th AD 1834
Silas G. Strong
Clk

Settled

G. S. Wilson

No

14

The State of Ohio } Union County Court of Common
Union County ss } Pleas August Term 1834.

John Doe complains of Richard Roe for that John B. Bean on the first day of March A.D. 1833 at Union County aforesaid have demised to the said John Doe the following lands and tenements to wit one thousand acres of land situate in said County part of Survey No 5506 and also ten messuages ten houses ten barns ten stables ten orchards ten out houses ten gardens one thousand acres of arable land one thousand acres of meadow land one thousand acres of pasture land one thousand acres of wood land and one thousand acres of land covered with water with the appurtenances situate in said County. To have and hold the same unto the said John Doe from the said first day of March A.D. 1833 for and during the full and term of ten years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid and the said John Doe being so thereof possessed the said Richard Roe afterwards to wit on the said first day of March A.D. 1833 with force and arms entered into the said tenements with the appurtenances and ejected the said John Doe therefrom and other wrongs to the said John Doe then and there did to his damage one hundred dollars and therefore he brings suit &c

By G. M. his atty

To Emeri Wilson,

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

Sept. 12. 1834

Richard Roe

Civil/Domestic Case File

Case No. 1834-CV-0019

No. 34-cv-19

Union Common Pleas Court.

John B Beard Plaintiff,

AGAINST

Thomas Lee, Defendant.

Aug 1834.
Decree for Deft,
No Record.

Journal 1 Page 190

Record No. Page

Ex. Doc. Page

The State of Ohio }
Union County ss } Personally came Milton Wright Sheriff of said County and made oath that he served and delivered to Thomas Lee Levant a pensioner a true copy of the declaration of equipment and pensioners on the 14th of August 1834 herein and subscribed

C Wright Sheriff

Sworn to in open court this 25th day of Oct. 1834 Silas G. Strong Clk

Union Co. Ohio

John Lee
&
Richard Lee
Adm.

Thomas Lee
Servant

Filed August 14th 1834
Silas G. Strong
Clerk

Silas G. Strong, Clerk

Entd

Mrs

The State of Ohio }
Union County ss } Union County — Court of Common Pleas
of the Term of August AD 1834.

John Doe complains of Richard Roe for that John B. Brown on the first day of March AD 1833 at Union County aforesaid hired demised to the said John Doe the following lands and tenements to wit one thousand acres of land situate in said County part of survey No 5506 and also ten messuages ten barns ten stables ten orchards ten and twenty ten gardens one thousand acres of arable land one thousand acres of meadow land one thousand acres of wood land one thousand acres of pasture land and one thousand acres of land covered with water with the appurtenances situate in said County. To have and to hold the same to the said John from the said first day of March AD. 1833 for and during the term and term of ten years thence next ensuing. By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid and the said John being so thereof possessed, the said Richard afterwards to wit on the said first day of March AD 1833 with force and arms entered into the said tenements with the appurtenances and expelled the said Jot therefrom and other wrongs to the said John then & there did to his damage one hundred dollars and therefore he brings his suit &c

By T. Evans his atty.

To Thomas Lee

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

Aug. 12. 1834.

Richard Roe

Civil/Domestic Case File

Case No. 1834-CV-0020

No. 34-CV-20

Union Common Pleas Court.

John Dyer Plaintiff,

AGAINST

John Gabriel Defendant.

June 1835

attachment

Judg vs Defendt

Journal 1 Page 220

Record No. 2 Page 388

Ex. Doc. Page

June 16th Executed by levying on one sorrel Horse and Bridle

this execution satisfied and the cost paid
Elias Hartley Constable

Filed Nov 21st 1834
Elias Hartley
Clerk

Judgement
8.10.46
this execution
.83

The state of ohio union County ss

To Elias Hartley constable of union township
Greeting

Whereas Eliz Rey Valdes obtained judgement
against John Mull on the 20th of May
last for the sum of ten dollars and
forty six cents before me William B. Irwin a Justice
of the peace in and for the state and County aforesd
you are therefore commanded to levey
the debt and costs that may accrue of the goods
and chattles of the sd John Mull by distress
and sail them of returning the over plus if any
to the sd John Mull and of this writ make
legal service and due return
Given under my hand and seal this 9th
day of June 1834 William B. Irwin J. P.

Union Com'l Pleas

John Dyer

vs

John Gabriel

Writ in attachment

Recorded

Good for costs

George Rue

Writ Brought on a promissory Note Bearing Eighteen date with Interest to Plaintiff on the 24th day of September Drawn for Fifty Dollars with interest from date all for Money had & received from John B Selers the Defendant

Serve on the within Writ - - 50

Summons & return 100

Mileage - - 2.00

$1.50

C. Wright Sheriff

Attorney Fee - - - 4.00

5.50

C. Wright Sheriff

State of Ohio Union County }

To the Sheriff of said County Greeting

"Whereas George Reed did on the 21st Instant make oath befor David Burnham Esq a Justice of the peace in and for said County, that John Gabriel the Debtor of his principal John Dyer absconds or as he very ly believes is not a resident of the State of Ohio to the Injury of said Gabriels Creditors of whom his principal is one - "We therefore command you that you attach the goods chattels Lands & tenements rights credits Moneys & Effects of the said John Gabriel Whoever they may be found and that you make return of this writ & your doings therein on the next Term of this Court

"Witness the Honorable Joseph R - Swan Esq President of our said Court at the court house this 22d Day of August 1834

Silas G Strong Clerk

In pursuance of the command of the foregoing writ of attachment I have by the oaths of Norman Chipman and Silas G Strong to Disinterested freholders attached the Goods and Chattels Lands & Tenements of said Defendant and an return hereunto attached the Inventory & appraisement of said Property - Calvin Wright Shff

We Norman Chipman and Silas G Strong being called upon by C Wright Sheriff of the County of Union and being By him Duely Sworn well and truly to appraise the property attached of the property of John Gabriel - do appraise the same as follows to wit

In Lot No	in the Town of Milford Valued at	- - -	$32.50
In Lot No	in Same Town & appertenances at	- -	77.50
			$110.50

Also

1 Set of Bench Planes at $2.00 - 1 Set Bench Plane		-	$2.25
1 Set of Match Plains 1.50 - 1 Slash plane		- -	1.00
1 Pannal Plane - -	.75 - 1 Lot of 8 Moulding Plane		5.00
1 Set Table planes	1.00 - 3 bead planes	33⅓ -	1.00
1 Rabbet Plane -	50 - 2 Back saws	- 37½	75
1 Lot of 11 chissells -	1.50 1 Spoke Shave	- -	50
1 Brace & 24 bits -	2.00 1 Hatchet	- - -	25
1 Hammer - -	25 1 Oil stone	- - -	25
1 Trying Sqr -	37½ 1 Rule	- - -	25
1 Square - - -	37½ 3 Gouges	- - -	62½
2 Mallets - -	25 - 1 Lot of 5 gages	-	75
6 Scratch alls	50 - 1 pr Compasses	- -	12½
1 Key Saw - -	25 1 Drawing Knife	-	12½
1 Stock Lock -	37½ 1 Lot of Trash	-	50
1 Tool chest & boy	- 1.50 1 Brace & 3 bits	- -	75
2 Hand Saws -	2.25 1 Chisbell	- - -	25
2 planes - -	50 1 Trying Sqr	- -	37½
1 Broad axe	- 3.00 - 3 augers	- - -	125
	$18.87½ carried forward	-	18 87½
			$144.87½

Given under our hands this 28th Day of August 1834

Silas G Strong (Seal)

Norman Chipman (Seal)

C Wright Sheriff

Agreeably to the command of the within writ I did proceed to sell Lands & tenements Goods & chattels held under the Attachment mentioned in the writ And having duly advertised the time & place of sale agreeable to the form of the statute in such case made & provided. I did on the 16 Day of Sept at Public Vendue the goods & chattels mentioned & made thereon the sum of $18.52 And also On the 8th June 1835 I proceeded to sell in pursuance of the publick Notice aforesaid the two Lots mentioned & the Door of the court house Dis. Sold the same at Vendue & cried to David Kenton for the sum of $66.70 for Lot No 32 & $16.70 for Lot No 33 he being the highest & best Bidder & having lien more than two terms the appraised value thereof & having paid the Money it is now here in court for the further order of this court —

C. Wingate Sheriff
Sheriff Fees

Union Court Pleas —

Dyer John & others
vs
Execution
John P Gabriel —

Damages — —	$151.10
Cost Lawrence Docket	25.00
Clerks fees — —	8 66½
Sheriff fees	4 00
15 Summons & ret —	75
15 Subpoenas 20 —	75
This Cost to Clerk do	35
	$190.61½

Fees since March 11th
A D 1835 — —

Received May 2nd 1835
of Mr. Gabriel $100.84
State of the Matter
Entry fee 0.50
Attachment fee 1.00
Bond for Plaintiff Attorney 1.00
Fees 2.50
Attorney 1.00
Fees — — 1.00
Attachment Charges — — $10.00

State Of Ohio Union County ss -

To the Sheriff Of Said County Greeting -

We Command you that Of the goods chattels rights and credits Money and Effects & Lands Tenements and real Estate of John R Gabriel which you hold under an Attachment at the suit of John Dyer & others you cause to be made at publick Sale Vendue and out cry the Sum of One hundred and fifty One Dollars & ten cents the Debt and Damages - Recovered against the Said John R Gabriel By John Dyer and others as the Said Gabriel is convict as appears of Record in our Court of common Pleas - Also the Legal Interest thereon from the 11th Day of March 1835 until the Paid - Together with the further Sum of $39 16/100 Dollars for their costs here in this behalf Expended - and have the same before the Honorable the Judges of our court of common Pleas at the court house in Marysville on the 1st day of our next Term to Render unto the Said John Dyer and others the Said Damages & costs aforesaid and have you then there this writ

Witness the Honorable Joseph R Swesey president Of our Said court at the court house this 27th Day of April AD 1835

Silas G Strong Clerk

3860
0
1160

No. 34-CV-20

Union Common Pleas Court.

Mathew Goodlinger et al
Plaintiff,

AGAINST

John B Gabriel,
Defendant.

June 1835
attachment.
Judg vs Defendt.

Journal 1 Page 226

Record No. 2 Page 388.

Ex. Doc. Page

Union Com Pleas

George Reed for
Dyer & Z attached
John Gabel

Precipe
Filed Aug 22
AD 1834
Silas G Strong
Clk

Recorded

Recorded

John Dyer
vs
John Gabriel } Debt

Damages $75.00.0

Clerk of the Court of Common Pleas will issue a writ of attachment in the above cause against the good chattles lands tenements rights credits money and effects of the Defendant returnable at next term and endorse suit Brot on a promissory note made by defendant and delivered to Plaintiff on the 24 day of September 1830 for drawn for forty dollars with interest from date also for Money had and rec'd goods sold and delivered &c

W C Larrabee
atty for Plaintiff

~~Upon~~ for the forbearance of divers large sums of money
before then lent and advanced by the said John Dyer to
the said John R Gabrice at his special instance and request
and. By him the said John Dyer forborne to the said
John R. Gabrice for divers long spaces of time before then
elapsed at the like special instance and request of the
said John R. Gabrice and being so indebted he the said
John R Gabrice in consideration thereof afterward
to wit on the day and year last aforesaid in the County a
foresaid undertook and then and faithfully promised
the said John Dyer to pay him the said last mentioned
sum of money when he the said John R. Gabrice should
should be thereunto afterward requested yet the said John
R Gabrice although often requested so to do hath not as yet
paid the said sums of money or either of them above demanded
or any part thereof to the said John Dyer But he to do
this hath hitherto wholy refused and still doth refuse
to the damage of the said plaintiff of seventy five
dollars and therefore he brings his suit &c

W. C. Sandlin
Atty for Pltff

Recorded

Union County Court of Common Pleas March term in the year one thousand eight hundred and thirty five

State of Ohio
Union County ss to wit John Dyer Complains of John R. Gabriel ~~Gabrice~~ served with process by the name of John Gabrice ~~&~~ For that whereas the said John R. Gabriel to wit On the twenty fourth day of September eighteen hundred and thirty at the County aforesaid made his certain promissory note in writing bearing date the day and year aforesaid and then and then delivered the said note to the said John Dyer by which said note he the said John R. Gabriel then and there promised to pay six months after date thereof to the said John Dyer his heirs or assigns the sum of forty dollars lawful money of the State of Ohio with interest from date for value received by means whereof the said John R Gabriel then and then became liable to pay to the said John Dyer the said sum of money in the said promissory note specified according to the tenor and effect of said promissory note and although the said sum of money in the said promissory note specified hath been long since due and payable according to the tenor and effect of said note yet the said John Dyer in fact saith that the said John R. Gabriel though often requested so to do did not nor would pay the said sum of forty dollars in the said note specified or any part thereof to the said John Dyer in manner aforesaid or otherwise however but hath hitherto wholly neglected and refused so to do whereby an action hath accrued to the said John Dyer to demand and have of ~~the~~ said from the said John R Gabriel the said sum of forty dollars in the said note specified

And whereas also the said John R. Gabrice afterwards to wit on the day and year aforesaid at the County aforesaid was indebted to the said John Dyer in the ~~the~~ further sum of thirty five dollars for so much money before that time and then due and payable from the said John R Gabrice to the said John Dyer for interest upon and

Kennedy
against
Talmie
Declaration
3

Recorded

Union County Court of Common Pleas of the term of March in the year Eighteen hundred and thirty five

State of Ohio }
Union County } to wit John R Gabrice was attached to answer John Dyer a creditor and therupon Othias Kennedy a like creditor by W. C. Lawrence his attorney complains for that whereas the said John R Gabrice on the first day of august in the year one thousand eight hundred and thirty four at the County of Union aforesaid was indebted to the said Othias in the sum of twenty five dollars lawful money for the work and labor care and diligence of the said Othias By him the said Othias before that time done performed and bestowed in and about the Business of the said John R Gabrice and for the said John R Gabrice and at his special instance and request and also in the further sum of twenty dollars like lawful money for divers good wares and Merchandize by the said Othias Kennedy before that time sold and delivered to the said John R Gabrice and at his special instance and request and being so indebted he the said John R Gabrice in Consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid undertook and and then and there faithfully promised the said Othias Kennedy to pay him ~~the same money~~ the said several sums of money in this Count mentioned when he the said John R Gabrice should be thereunto afterwards requested Nevertheless the said John R Gabrice not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Othias Kennedy in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said Othias Kennedy although often requested so to do But the said John R Gabrice to pay him the same hath altogether wholly neglected and refused and still doth neglect and refuse

Wherefore the said Othias saith that he is injured and hath sustained damage to the amount of forty five dollars And therefore he brings his suit &c

W C Lawrence
atty for plff

Mathew Gooding
vs
J R Gabrie

Declaration
2d

Recorded

Union County Court of Common Pleas of the term of March in the year eighteen hundred and thirty four

State of Ohio
Union County ss } to wit John R. Gabriel was attached to answer John Dyer a creditor and then upon Matthew Gooding a like creditor by W C Lawrence his attorney complains for that whereas the said John R. Gabriel on the first day of August in the year one thousand eight hundred and thirty four at the County of Union aforesaid was indebted to the said Matthew Gooding in the sum of forty dollars lawful money for divers goods wares and merchandize by the said Matthew Gooding before that time sold and delivered to the said John R. Gabriel at his special instance and request and being so indebted he the said John R. ~~Gooding~~ Gabriel in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Matthew Gooding to pay him the said several sums of money in this count mentioned when he the said John R. Gabriel thereunto afterwards requested nevertheless the said John R Gabriel not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Matthew Gooding in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said Matthew Gooding although often requested so to do but the said John R Gabriel to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse

Wherefore the said Matthew Gooding saith that he is ~~injured~~ injured and hath sustained damage to the amount of seventy Dollars and therefore he brings his suit

W C Lawrence
atty for plff

Harvey Burnham
vs
L. R. Fabrice

Declaration
1st

Recorded

Union County Court of Common Pleas of the term of March in the year eighteen hundred and thirty five

State of Ohio }
Union County } ss

to wit John R Gabriel was attached to answer John Dyer a Creditor and thereupon Harvey Burnham a like Creditor by W C Lawrence his attorney Complains for that whereas the said John R Gabriel on the first day of August in the year one thousand eight hundred and thirty four at the County of Union aforesaid was indebted to the said Harvey Burnham for Lodgings meat drink fire and candles and other necessaries By the said Harvey before that time found and provided for the Servant of the said John R Gabriel and at his special instance and request And also the said John R Gabriel was indebted to the said Harvey as the bearer of a certain promissory Note made executed and delivered to Nathaniel Kasar payable to said Nathaniel or Bearer said note executed upon the 29th day of June in the year 1831 and due twelve months after date for seven dollars at his special instance and request and being so indebted he the said John R Gabriel in Consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Harvey Burnham to pay him the said several sums of Money in this Count mentioned when he the said John R Gabriel should be thereunto afterwards requested Nevertheless the said John R Gabriel not regarding his said several promises and undertakings but contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Harvey Burnham in this behalf hath not as yet paid the said several sums of Money or any or either of them or any part thereof to the said Harvey Burnham although afterwards requested so to do but the said John R Gabriel to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse whereupon the said Harvey Burnham saith that he is injured and hath sustained damage to the amount of thirty dollars and therefore he brings his suit

W C Lawrence
Atty for plff

By him the said ~~Joh~~ D. S. Gregory & Co forbome to the said John R Gabriel for divers long spaces of time before them elapsed at the like special instance and request of the said John R Gabriel and being so indebted he the said John R Gabriel in consideration thereof afterward to wit on the day and year last aforesaid in the County aforesaid undertook and then and faithfully promised the said D. S. Gregory & Co to pay him the said last mentioned sum of money when he the said John R Gabriel should be thereunto afterwards requested ~~to~~ yet the said John R Gabriel although often requested so to do hath not as yet paid the said sums of money or either of them a bove ~~mentioned~~ demanded or any part thereof to the said D. S. Gregory & Co but he to do this hath hitherto wholy refused and still doth refuse to the damage of the said plaintiff of thirty three Dollars and therefore he brings his suit &c

W. G. Lamme
Atty for plff

D S Gregory
4

Recorded

Union County Court of Common Pleas of the term of March in the year eighteen hundred and thirty five

State of Ohio
Union County ss }

To wit John R. Gabriel was attached to answer John Dyer a creditor and there upon D. S. Gregory & Co a like creditor by W. S. Samuel his attorney complains for that whereas the said John R. Gabriel on the ~~first day of~~ eighth day of December in the year of our Lord eighteen hundred and thirty one at the County aforesaid made his certain promissory note in writing bearing date the day and year aforesaid and then and there delivered the said note to the said D. S. Gregory & Co by which said note he the said John R. Gabriel then and there promissed to pay one day after date thereof to the said D. S. Gregory & Co or bearer the sum of twenty three dollars for value received lawful money by means whereof the said John R. Gabriel then and there became liable to pay to the said D. S. Gregory & Co the said sum of money in the said promissory note specified according to the tenor and effect of said promissory note and although the said sum of money in the promissory note specified hath been long since due and payable according to the tenor and effect of said note yet the said D. S. Gregory & Co in fact saith that the said John R. Gabriel though often requested so to do did not nor would pay the said sum of twenty three dollars in the said note specified or any part thereof to the said D. S. Gregory & Co in manner aforesaid or otherwise howsoever but hath hitherto wholly neglected and refused so to do whereby an action hath accrued to the said D. S. Gregory to demand and have of and from the said John R. Gabriel the said sum of twenty three in the said note specified

Now whereas also the said John R. Gabriel afterward to wit on the day and year aforesaid at the County aforesaid was indebted to the said D. S. Gregory & Co in the further sum of ten dollars for so much money before that time and then due and payable from the said John R. Gabriel to the said D. S. Gregory & Co for interest upon and for the forbearance of divers large sums of money before then lent and advanced by the said D. S. Gregory & Co to the said John R. Gabriel at his special instance and request and

Dyer a
Ns
Patrick &
Declaration
Dyer
Ns
Patrick
Declaration

George Reed is authised to collect
the within note John Dyer

Rec'd on the within five dollars
August 6th 1833

John Dyer
R Gilmie
Note $5.42

Six months after date I promise to pay
John Dyer his heirs or assigns the just
and sum of forty dollars lawful money
of the State of Ohio with interest from the
date for value received of him as witness
my hand and seal this 24th of September
Eighteen hundred and thirty
Test Joseph Morse

John R Gabrell (Seal)

John R. Gabriel
a/c
Mitte. M. Gooding

The within affe sworn to & subscribed before me this 7th day of March 1835 Eliezer Abbott
associate judge

John R Gabriel to M Gooding

				Dr.	Cr.
1830					
May	29	To pr. Socks 31.	$	" 31.	
June	1	" 6 yd calico		2 .25	
"	29	" amt paid D. C Allen		1 .00	
	"	" 1 doz Shirt buttons		.12½	
	"	" Cash		1 .00	
	"	" 4½ yd fine muslin 050		2 .25	
July	7	" cotton yarn 12½ - 1/3 yd velvett 25		.37½	
	13	" 1 pr Suspenders		.19	
Augt.	2	" 1 Square 81. ½ lb chalk 6.		.87½	
"	27	" calomel 6 Sep 11 watch seal 12½		19	
Sep	21	" wine & L. Sugar 25 - 15 lb Oat		.25	
Oct	15	" 1 Bridle 1.00 - pr Spring Stirrups 250		3 .50	
	20	" 1 Silk handkf 75 - 1 cravat 50	1 .25		
	"	" 3 yd Shirting 112½ pocket comb 25	1 .37½		
	"	" 1 Silk handkf 50 - 1 blue button 1.62½	2 .12½		
	"	" vest pattern Stirrups	1.50	6 .25	
	22	" 1 pair knife 31. pr O K cuffs 50	81.		
	"	" 3/4 yd Baize 56. pr gloves 75 -	1.31.		
	"	" 1 pocket wallet	.12½		
	"	" pr Spurs 62½ 2 yd quaker 6.	.68.	2 .94	
	23	" By amt your bill for work on house		" "	29 .75
	"	" To 1 razor 12½ pocket comb 25		.37½	
1831					
June	2	" amt paid John Porter Jr.		1 .00	
"	15	" vial Sweet oil 12½ 2 gentlet 10		.22½	
"	16	" ½ lb Nails 6. 1/3 yd velvett 25		31.	
	22	" 1 hat 3.50 - ½ lb nails 6.		3 .56.	
	30	" Sprigs & Sand paper 6. wine & Liquor 19		.25	
July	2	By 330 feet Shirting for stove 075		" "	2 .47½
"	4	" ½ lb raisins 12½ cash 100		1 .12½	
	13	" 1 brass knob		.03	
Augt.	8	By cash		" "	1 .00
	15	To 3 yd Shirting 2/		1 .00	
"	"	3/4 yd linen 12½ 1 pr Shoes 150		1 .62½	
	20	" 3 lb butter 19 - 4 lb cheese 25		.44	
Sep	9	" 1 file 12½ - 19 lb 29 lb nails 010 295		3 .07½	
"	25	" Cash 1.50 - pr Sundry 225		3 .75	
	28	" 1 gall cider 12½ - 30 lb 1 do 12½		" 25	
Oct	5	" 4 lb 10d nails 40 - 30 lb 4 lb do 40		" 80	
"	19	By cash		" "	1 .50
"	24	To 10 lb nails 100 1 file 6.		1 06	
"	28	" 3 lb do 30. 31st 2 lb do 20		.50	
	31	" 1 lb do 10. Nov. 2d 5 lb do 50		" 60	
		"	$	41.48	34.72½
					34 72½
Nov.	10	1 pr fur gloves		1 .12½	
"	28	" 1 curry comb 12½ - horse cord 25	37½		
	"	" 2 7/12 yd Shirting 78 - 2 7/12 yd ticking 62½	1.40½	1 .78	
Dec.	8	" pr Suspenders 19. 9th cash lent 800		8 .19	
	10	" handkf 50 - one sheet 75. tape 3		1 .28	
	12	" pr Bridle 37½ - cash lent 10.00		10 37½	
1832 Jan	16	By cash rec'd of D Burnham		" "	13 .12½
		To 3 years interest on $16.38		$ 64.23	47.85
		to 7th March 1835		2 94	
				$ 67 17	

1638
294
$1932

M. Gooding

Served the with in by delivering the
~~Criminals~~ Prisner to the garlor of union county
April 9th 1834 James Riddle } Const
Fees for delivering prsoner to gailor 25 cts
Milage — — — — — — — — — 25
$0.50 cts

Commitment

Received the Body of Isaac Allcock
in my county Stocks Blackings
April 9th 1834 E. Miller Sheriff &c

The State of Ohio Union County: ff:

To the Keeper of the Jail of the County aforesaid:--Greeting:

Whereas ~~William Simpson~~, Roswell Wilcox ~~and John Goodbey~~ of the County aforesaid have been arrested on the oath of Israel Bickner for Stealing and carrying off Hogs on the sixth day of April A.D. 1834 and have been brought before me David Burnham one of the Justices of the peace in and for said County, on such charge and required to give bail in the sum of one hundred dollars each for their appearance before the Court of common pleas of said county on the first day of the next term thereof which requisition they have failed to comply with. Therefore in the name of the state of Ohio. I commanded you to receive the said ~~William Simpson~~, Roswell Wilcox and ~~John Goodbey~~ into your custody, in the Jail of the County aforesaid; there to remain until they be discharged by due course of law

Given under my hand and seal this 8th day of April A.D. 1834

David Burnham J. P. (Seal)

Union Com pleas

Swan
vs
Gabriel

John P. Gabriel to Harvey Burnham Dr.

Sept 24th 1831 to boarding Othias Kennedy

from Sept. 24th 1831 to Dec. 10th Do

ten weeks at 1.25 pr week $12.50

Contra Cr

By 2 weeks absent 1.25 2.50

$10.00

Swearing one certificate 12½

State of Ohio Union County. ss

Personally appeared before me David Burnham a Justice of the peace within and for the township of Union, in said County Harvey Burnham and made oath according to law that the above account of ten dollars balance as it stands stated is just and true and that no part thereof has ever been paid as he verily believes

Sworn to before me this 9th day of March A.D. 1835

David Burnham J.P.

John R. Gabriel
Note
$17-00

Twelve months after date I promise
To pay Nathaniel Kazar or bearer
Seven Dollars for value recieved
June 29th 1831 John R Gabrel (Seal)

1.12½

Wm. R. Gabriel
Note
$ 20,00

one Day after date I promise to pay
Nicholas Gregory Jr or bearer Twenty three
Dollars for value Received on Settlement of
accts.
Milford December 8th 1831 John R Babcock

Interest 23
5.86
28.86

Civil/Domestic Case File
Case No. 1834-CV-0021

No. 34-CV-21

Union Common Pleas Court.

Helfenstein & Lenearver
Plaintiff,

AGAINST

Geo Lenearver
Defendant.

Aug 1 1834

Judg. Pl. Deft.
$800 ca

Journal 1 Page 188

Record No. 2 Page 311

Ex. Doc. 1 Page 47

Helfenstein & Lineaweaver

To { Bond & War of Atty

George Lineaweaver

Filed August 25th 1854

Silas G Strong

Clk

To L Starling Jr Esq. and to any Attorney of record in the State of Ohio, or elsewhere.

We hereby authorise and empower you, in our names to appear before any Court of the State of Ohio, or elsewhere, of competent jurisdiction, whether such Court be of record of not, and in ~~my~~ our stead to enter an amicable action in debt, at the suit of George Linsawaver of Lebanon County Pennsylvania and therein to receive a declaration upon a certain bond, or writing obligatory, bearing date on the fifteenth day of August A. D. 1834, by us sealed and delivered to the said George Linsawaver for the sum of Eight Hundred dollars, and ~~cents,~~ and to suffer judgment to be rendered against us by default, *cognovit, nil dicit, non sum informatus*, or otherwise, for the sum of Eight Hundred dollars and ~~cents~~, debt, and for such damages as from said bond may appear due at the time of rendition of said judgment, and to release all errors of such judgment. and waive all benefit of appeal

Witness, our hands and seals this fifteenth day of August A. D. 1834.

In presence of
M Gilbert

William G Linsawaver (Seal)
Edward Helfenstein (Seal)

Know all men by these presents, That we William G Linsawaver and Edward Helfenstein merchants trading as Helfenstein & Linsawaver of Franklin County Ohio bound and indebted unto George Linsawaver in the sum of Eight Hundred dollars, and ~~cents~~, well and truly to pay which to the said George Linsawaver his executors, administrators or assigns, we hereby bind our selves our heirs, executors, and administrators, firmly by these presents.

Witness, our hands and seals this fifteenth day of August A. D. 1834

In presence of
M Gilbert

William G Linsawaver (Seal)
Edward Helfenstein (Seal)

G. Lincoln

vs

Helfenstein & Lincoln

Filed August 25th 1834

Silas G. Strong

Clk

STATE OF OHIO, } Union Court of Common Pleas, of the term
Union **County, ss.** } of August A.D. 1834

Union COUNTY, SS. In a suit amicably entered George Lincaweaver by Starling & Gilbert his attorneys complains of William C. Lincaweaver & Edward Helfenstein plaintiffs, in a plea that they render to the said plaintiff the sum of Eight hundred — dollars and — ~~cents~~, which they owe to and unjustly detain from the said plaintiff

For this, to wit: that whereas the said Helfenstein and Lincaweaver heretofore, to wit; on the fifteenth day of August in the year of our Lord one thousand eight hundred and thirty four at ~~Union~~ Marysville within said county, by a certain writing obligatory, sealed with their ~~seals~~ seals now here in court produced, the date whereof is on the same day and year aforesaid, acknowledge themselves to be bound and indebted unto the said plaintiff, in the sum of Eight hundred — dollars and ~~cents~~ above demanded, to be paid to the said plaintiff when he should be thereto afterwards requested.

Yet the said Defendants — although often requested so to do, to wit, afterwards, on said 15 day of August 1834 aforesaid, at Union County aforesaid, have not yet paid the sum of Eight hundred dollars and — ~~cents~~, above demanded, or any part thereof to the said plaintiff; but to pay the same or any part thereof to the said plaintiff the said Helfenstein and Lincaweaver — — — have hitherto wholly refused, and yet refuse to the damage of the said plaintiff, of ~~and~~ eight ~~hundred~~ — dollars; wherefore he brings his suit, &c.

By Starling & Gilbert *Plaintiff's Attorney*

Union **County, ss. In the** Union Court of common pleas, of the term of August 1834

Helfenstein & Lincaweaver
AD S'M.
George Lincaweaver

And now, the said Defendants by their attorney come and defend the wrong and injury when &c., and say that he cannot deny but that the said writing obligatory in said plaintiff's declaration above set forth is his deed; nor but that the said defendants are indebted to the said plaintiff in the sum of Eight hundred — dollars and — cents, as the plaintiff has above, in his said declaration alledged; nor but that the said plaintiff has sustained damage by reason of the detention thereof in ~~Eight hundred~~ ~~two thousand dollars~~ — dollars ~~and~~ — — ~~cents~~, as they have thereof complained against them.

Israel Hamilton attys.

Union Com Pleas

George Lenearcaver

as Ex Tor

Wm G Lenearcaver &

Edward Helfenstein

Damages -	$800.00
Docket fee -	5 00
Clerk fee - -	1.43
Sheriff fee -	16
	$806 59

Int since 25 August AD 1834 - -

Apl 1835.

State of Ohio, Union County ss

To the Sheriff of Franklin County Greeting

We command you that of the goods & chattels of Wm Lincawcum & Edward Helfenstein late of your Bailwick you cause to be made the sum of Eight hundred Dollars Debt & Six Dollars & fifty nine cents costs with interest thereon from the twenty fifth day of August 1834 and all such costs as may accrue and for want of goods & chattels you cause the same to be levied of the Land & tenements of the said Defendants which said Debt & costs of Increase by the Judgement of our Court of common Pleas within and for the County of Union at the August Term thereof in 1834 George Lincawcum Recovered against the said William G Lincawcum and Edward Helfenstein and have the Money before the Hon of our court at the court house on the 1st day of the next Term & have then the writ

Witness J R Swan President of our said court at the court house the 29th Day of April 1837

Silas G Strong Clk

Union Com Pleas

G Lincoweaver

v

Helfenstein & Lincoweaver

Replevin

Debt & c	$800 00
Clerks fees —	1 78¾
Sheriff fees —	16
Docket fee —	5 00
	$806 94¾

Dec 1834

State Of Ohio Union County ss

To the Sheriff of Franklin County Greeting
We Command you that of the goods and chattels of
William G Lineweaver and Edward Helfenstein late
of your Bailiwick you cause to be made the sum
of Eight hundred Dollars Debt and six Dollars &
Seventy Eight & three fourth cents cost with Interest
thereon from the Twenty fifth Day of August 1834
and all such costs as may accrue and for want
of goods and chattels you cause the same to be
made of the lands tenements & Real Estate of the
said Defendants which George Lineweaver late
in our Court of common Pleas Recovered against
the said William G Lineaweaver & Edward
Helfenstein which they are convicts as ap
pears to us of Record and that you have
the same before the Honorable the Judges of
the court of common Pleas at Marysville
in said County of Union on the first Day
of our next Term to render unto the said
George Lineaweaver his Debt & cost Afforesaid
and have you then there this writ

Witness the Honorable Joseph
R Swan President of our said
Court ~~here~~ at the court house
in Marysville the 29th Day of
December 1834

Silas G Strong Clerk

G. Lucamweaver

vs. Ex

Telfenstine & Lucamweaver

Ret to November Term 1834

Judgt Debt $ 800.00

Costs

Clerk $ 1.43 3/4

Atty — 5.00

$ 806.43 3/4

Aug 34.

State of Ohio Union County ss

To the Sheriff of Franklin County Greeting

We Command you that of the goods and Chattels of William G. Lincareave and Edward Helfenstein late of your bailiwick you cause to be made the sum of eight hundred dollars Debt, and six dollars forty three and three fourth cents costs, with interest thereon from the twenty fifth day of August 1834, and all such costs as may accrue, and for want of goods and chattels, that you cause the same to be made, of the lands and tenements of the said Defendants; which George Lincareave, late in our ~~said~~ Court of Common Pleas recovered against them the said William G. Lincareave, and Edward Helfenstein, whereof they are convict as appears to us of record before the Honorable the judges of the court of Common Pleas at Marysville and have the same on the first day of our next term to render to the said G. Lincareave his debt and costs aforesaid — and have then there this writ —

Witness the Honorable Joseph R. Swan President Judge of our said Court at the Court House in Marysville this 25th day of August A.D. 1834 —

Silas G. Strong Clk

Costs $1.43¾

Aug. 9. 1834

S. G. Strong Esq
of Union Co
at Russellville
Columbus

Geo Sinsabaugh
v
Edw Helfenstein &
Mrs G. Sinsabaugh

Union Com Pleas
Oct or Nov T. 1834
Deft in debt about
$300

Issue alias fi fa et bonis to Shff of
Franklin Co returnable at next T.
Dec 22d 1834 Sterling & Hilbert
To S. G. Strong Esq
Clk Union C. P.

Attys for Pltff.

Civil/Domestic Case File

Case No. 1834-CV-0022

No. 34-cv-22

Union Common Pleas Court.

Thomas Andrews
Plaintiff,

AGAINST

John Beard, 1834
Defendant.

1834

Miscellaneous

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

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

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

Cum Com Plus

Thomas Andrews

vs Precipe

John Beam

~~Summons Issued to Sheriff~~

~~August 25~~

Filed August 25

AD 1834

Silas G Strong

Clk

Thomas Andrews
?
Jt Bear

Incert

Issue a summons returnable forthwith — Damages $1000 —
Enclose sent writ for such damages made certain
false imprisonment —
Oct. 25. 1834

J. Sommerville
for Pltf.

Suit Brought Malicious prosecution false imprison
ment &c. Aug.st 25th 1834 G. Swan atty for Plff

Amos Gore Plff
Thomas Anderson
vs
Dft
John Beard

Abe Jones in his Bailiwick
E. Minor Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to Summon John Beam forthwith to appear before the Honorable the Judges of our Court of common Pleas at the court house in the Town of Marysville to answer to Thomas Andrews in a Plea of the case Damages $1000 and have you then there this writ.

Witness the Honorable Joseph R Swan Esq President of our said Court at the court house the 26th Day of August A D 1834

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1834-CV-0023

No. 34-cv-23

Union Common Pleas Court.

John B Baird
Plaintiff,

AGAINST

David Furrow
Defendant.

1834
no Record

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

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

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

Suit Brought to recover Damages Sustained by Plantiff By reason of Defendants Entering pl'ffs close & cutting ~~[illegible]~~ & felling Sundry oak trees Sundry Hickory Trees Sundry Sugar trees and Sundry other trees — — — —

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We Command You to Summon David Furrow
To appear forthwith befor the Honorable the Judges
of our Court of Common Pleas at the Court house
in Marysville to Answer unto John B Barr
of a Plea of In Cast To his Damage - $150.
and have you then there this writ

Witness the Honorable Joseph R Swan
President of our Said Court at the
Court house the 25th Day of August
A D 1834

Silas G Strong Clk

State of Ohio

Civil/Domestic Case File

Case No. 1834-CV-0024

No. 34-CV-24

Union Common Pleas Court.

John McLaughlin
Plaintiff,

AGAINST

Elphas Burnham
Defendant.

Nov 1834.

Judg vs Plff.

no Record

Journal 1 Page 212

Record No. Page

Ex. Doc. Page

Union Com Pleas

John McLaughlin

vs

Elisphas Burnham

Praecipe & Affidavit

Filed Sept 13th 1834

Silas G Strong

Clerk

John McLaughlin Pltff
vs
Elephas Burnham Deft

In Replevin
Damages $130.00

Issue a Writ of Replevin for the following Goods & Chattels to Wit One four years old Bay mare

To the Clerk Court Com Pleas
Union County Ohio

Sept 13th 1834

John his X mark McLaughlin

The Above Named John McLaughlin Makes oath and Says that he has Good right to the possession of the Bay Mare Described in the Above praecipe and that the Same is wrongfully Detained by the Said Elephas Burnham and that the Said Mare was not taken in Execution on any Judgment Against the John McLaughlin Nor for the payment of Any Tax fine or Amercement against him

Sworn to and Subscribed this 13th Day of Sept 1834

John his X mark McLaughlin

Union Com. Pleas

John McLaughlin

vs

Elephas Burnham

Replevin.

Josiah Kelly

Service Made & Return Taken

Nov 1/1895

E Burnham Sheriff

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you that without Delay you cause to be Replevied Unto John McLaughlin the Goods & chattels to wit One Four years old Bay Mare Which Elephas Burnham Wrongfully detains from the said John McLaughlin as is said And also that you summons the said Elephas Burnham to appear at the next Term of Our Court of common Pleas to be held within and for the County of Union to answer unto the said John McLaughlin for the unlawfull Detention of the same said Mare — Damages $130.00 And have you then there this writ

Witness the Honorable Joseph R Swan Esq President of Our — Court of Common Pleas at the Court house in Marysville the 18th day of Sept AD 1834

Attest Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1834-CV-0025

Civil/Domestic Case File

Case No. 1834-CV-0026

No. 34-64-26

Union Common Pleas Court.

Simon Shover
Plaintiff,

AGAINST

David Chapman admr
Defendant.

MAR TERM. 1836

Discontinued

Journal 1 Page 254

Record No. Page

Ex. Doc. 1 Page 59.

No Record.

Civil Causes

Nos 4, 5 & 6

I hereby authorize & depute Herman Frank to serve the within summons

C. Wingate Sheriff

Served by handing the within named David Chapman a copy of the within summons Nov 21 1894

Mileage ... [illegible]
Service ... 1.50
1.50

Wm H. Frank Dep for C. Wingate Sheriff

Orin Gen Okers
Admr Appellee
vs
Summons
David Chapman adm
of Henry Shaver Deceased

State Of Ohio Union County ss

To the Sheriff Of Union County ss

We Command you to Summons David Chapman administrator of Henry Shover Deceased to appear forth with before the Honorable the Judges of our court of common Pleas at the court house in the Town of Marysville ~~and~~ To Answer unto Simeon Shover in a Plea of the sum Damages $200.00 and have you then there this writ

Witness the Honorable Joseph R. Swan President of our court of common Pleas at the court house this 2d Day of Nov 1834

Silas G Strong Clk

The State of Ohio Union County Court of Common Pleas of the Term of November in the year of our Lord Eighteen Hundred & Thirty Four

Union County ss

~~Edmund~~ Culver was Summoned to answer unto John McCam in a Plea of a pun psd

Wm Cam Pltf

vs

Edmund Culver

Deft

Daniel Stephenson Atty

Henry Nash Atty

Edmund Culver

Union Common Pleas 1834

Simon Shower

vs

David ~~Walker~~ with the Will annexed Chapman Admr of Henry Shower Deceased

Case Damage $200.00

Ppea Summons returnable forthwith & Endorse "This suit is brought to recover the Value of Work & Labour done & performed by Plaintiff for Defts Testator in his lifetime & also for Goods sold & delivered money had & received Lent & advanced paid laid out & expended by Plff to & for the use of Defendants Testator & at his special instance & request"

Moses Bearwin
Atty for the Plff

25th Nov 1834

Lly Strong Clk

Union Court Pleas

Simon Shover
by Sub-
David Chapman ~~Clerk~~
of Hung Shover
Subp- for
Rosana Shover

Served on the within named Rosana Shover
by reading in the presence of Rosana
Mileage - - - - - - - 40
February 4th 1844 Summons - - - 10
S Pauldt Sheriff 50

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you to Summon Rosanna Shoon to appear before the Honorable the Court of common Pleas at the court house in Marysville on the first Day of our Next Term to testify and the Truth to Say on behalf Of the Plaintiff in a certain Matter in controversy pending and undetermined between Simon Shoon Plaintiff & David Chapman Admr With the Will annexed of Henry Shoon Deceased Defendant and this she shall In no wise omit under the Penalty of One hundred Dollars and have you then there the Writ

Witness the Honorable Joseph A Swan Esq President of our said Court at the Court house in Marysville this 6th Day of February 1835

Silas G Strong Clerk

Union County ss
Com'n Pleas Court

Herman Shown
vs
Davis Chapman adm
of Henry Shown —

Filed May 14
AD 1835

Declaration

$,87½ cents

The State of Ohio Union County Court of Common Pleas of the Term of November in the year of our Lord Eighteen hundred & Thirty four

Union County } ss

~~William~~ David Chapman Administrator with the Will annexed of Henry Shauer Deceased was commanded to answer unto Lemuel Shauer in a Plea of Trespass on the Case &c And thereupon the said Lemuel Shauer by Ellis & Converse his Attorney Complains for that whereas the said Henry Shauer in his lifetime Lawfully on the first day of January in the year of our Lord Eighteen hundred & Thirty three at Union County aforesaid was Indebted to the said Lemuel Shauer in the Sum of Two hundred Dollars for the Work & Labour Care & diligence of the said Lemuel Shauer before that time done performed & bestowed in & about the business of him the said Henry Shauer & at his special instance & request & being so Indebted he the said Henry Shauer in his lifetime in Consideration thereof afterwards, Lawfully on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Lemuel Shauer to pay him said sum of Money when he should be thereto afterwards requested And whereas also afterwards Lawfully on the same day & year aforesaid at the County aforesaid the said Henry Shauer in his lifetime was Indebted to the said Lemuel Shauer in the sum of Two hundred Dollars for owner work & labor=bize by the said Lemuel Shauer before that time sold & delivered to the said Henry Shauer & at his special instance & request & being so Indebted he the said Henry Shauer in his lifetime Lawfully on the same day & year aforesaid at the County aforesaid Undertook & then & there faithfully promised the said Lemuel Shauer to pay him said last mentioned sum of Money when he should be thereto afterwards requested And whereas also afterwards Lawfully on the same day & year aforesaid at the County aforesaid the said Henry Shauer in his lifetime was Indebted unto the said Lemuel Shauer in the further sum of Two hundred Dollars for so much Money lent & advanced by said Lemuel Shauer received paid Laid out & expended to & for the use of the said Henry Shauer & at his special instance & request & being so Indebted he the said Henry Shauer in his lifetime Lawfully on the same day & year aforesaid at the County aforesaid in Consideration thereof then & there undertook & faithfully

promised the said Lemuel Shaver to pay him said last mentioned sums of
Money when he should be thereto afterwards requested. And whereas also afterwards
Viz. on the same day & year aforesaid at the County aforesaid the said
Henry Shaver in his lifetime was indebted to the said Lemuel Shaver in the
further sum of Two hundred Dollars for the Work & Labour care & diligence
of the said Lemuel Shaver by him the said Lemuel Shaver before that time done
performed & bestowed in and about the business of the said Henry Shaver
& for the said Henry Shaver at his special instance & request & also in the
further sum of Two hundred Dollars for divers goods Wares & Merchan-
-dize by the said Lemuel Shaver before that time sold & delivered to the said
Henry Shaver since deceased at his the special instance & request & also in
the further sum of Two hundred Dollars for Money by the said Lemuel
Shaver before that time lent & advanced to & paid laid out & expended
for the said Henry Shaver & at his like special instance & request & also
in the further sum of Two hundred Dollars for other Money by the said
Henry Shaver before that time had & received to & for the use of the said Lemuel
Shaver And the said Henry Shaver since deceased in his lifetime being so indebted
& the said several sums of Money in this Count mentioned being & remaining
wholy due & unpaid the said ~~David~~ Chapman as administrator with
the Will annexed as aforesaid in Consideration thereof afterwards & after
the death of the said Henry Shaver Viz. on the first day of January in the
year of our Lord Eighteen hundred & Thirty four at Union County aforesaid
undertook & then & there faithfully promised the said Lemuel Shaver to pay
him the said sums of Money in this Count mentioned when he the said David
Chapman as administrator as aforesaid should be thereunto afterwards
requested. Yet the said Henry Shaver in his lifetime & the said David Chapman
administrator as aforesaid since the death of the said Henry Shaver not regarding
their said several promises & undertakings but contriving & intending to cheat
& defraud the said Lemuel Shaver in this behalf have not nor both either
of them as yet paid the said several sums of Money or any or either of them
or any part thereof to the said Lemuel Shaver altho often requested so to do
but to pay the same or any part thereof to the said Lemuel Shaver the said
Henry Shaver in his lifetime wholy refused & the said David Chapman
administrator as aforesaid both since the death of the said Henry
Shaver hitherto wholy refused & still refuses so to do to the damage
of the said Lemuel Shaver in the sum of Two hundred Dollars &
therefore he brings suit &c

Olivers Blanchard Atty
for the Plaintiff

Civil/Domestic Case File

Case No. 1834-CV-0027

No. 34-CV-27

Union Common Pleas Court.

David Witter
Plaintiff,

AGAINST

Robert L Browne
Defendant.

Aug 1834,
Judg vs Defend
$ 119.50
no Record.

Journal 1 Page 191

Record No. Page

Ex. Doc. Page

Davie Witter
vs } Transcript
Robson & Broome
Filed Nov 20th 1834
Silas G Storrs
Clk

State of Ohio Union County Justice Docket entry Sept 9th 1834
action of Debt & damage

David Witter Pltff		Suit brought on Book account as per Bill
Vs		of Particulars filed. Summons Issued
Robson L. Broome Dft		September 9th 1834 Returnable on the 13 inst
Debt	$ 10,50	at 2 o'clock P.M. Summons Returned
Justice costs Sum^n	12½	in Due time by P B Smith Const^t endorsed
Subpoena for 6 wit^s	,32½	Served by reading fee 10 cents Sept 9th —
Swearing 9 witnesses	,36	On demand of Plaintiff a Subpoena was issued
Judg^t	,25	for Stephen McLain Thomas L Campbell
Satisfaction	,10	Joshua Witter Thomas Snodgrass John Gibson
		& Matthew Williams to attend as witnesses Which
9 Witnesses	4,50	was returned in due time by P B Smith Constable
Const P B Smith	72½	endorsed Served on the within Named Witnesses by
(Affidavit by Defendant)		Reading Sept 13th fee ,62½ cents

September 13th 1834 The Parties & witnesses attended Samuel Faulkner Thomas J Woods & Ira Wood attended without subpoena & after hearing the evidence & Proceedings It is considered that this cause (by consent of of Parties) Stand continued for consideration until the 17th Instant at 3 o'clock P.M. — Sept 17 1834 The parties did not attend & after mature deliberation It is considered that the Plaintiff Recover against ~~the~~ the Defendant a Judgment for the Sum of ten Dollars & fifty cents Debt and costs of Suit — In the action of David Witter against Robson L. Broome I Stephen McLain do acknowledge my self Bail for said Robson L Broome appellant in the sum of Seventy five Dollars to be levied of my goods & chattels Lands & tenaments in case the appellant Shall be condemned & Shall fail to pay the condemnation money & costs that have accrued or that may accrue in the court of Common Pleas

(Signed) Stephen McLain

Taken Signed & acknowledged on this 26th day of September in the year 1834 Before me Samuel B Johnson Justice of the Peace

I Certify the above to be a correct transcript from my Docket of the Proceedings had before me in the above cause

Samuel B Johnson
Justice of the Peace

This transcript 31¼
~~Defendant~~ 31¼

1832 a agreement in the begining of
winter.
I did not read it I could not read
I was not present when they parted

J. Milton
v.
H. L. Broome

Judgment rendered on the within
account for the sum of $10.50
Sept. 17. 1834

Samuel B. Robinson
J.P.

In the year 1833 Robson & Broom
Dr to David Witter four thousand brick
at 3 dollars 50 cents per thousand $14. 00
Dr in the above mension year
800. Clapboards 50 cents per hundred 4. 00
Robson & Broom Dr to David Witter
to the use of said Witters Lot &
Stable in Morrisoll — — 6. 00
24

September 13th 1834

Union Com. Pleas

David Witter
vs } fi fa
Robson L Broome

Judgt	$119,50
Costs —	41,30½
Com Pleas costs	1 45½
Writ	35
	$162,61 -

Stayed by Injunction
June 6th 1838
R Clarke

Serv —	35
Mil —	5
	40

Filed April 18. 1838.
James H. Lee Clk

Filed Oct 14th 1838

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that you cause to be levied of the goods and chattles in your bailiwick of Robson L. Broom the sum of $119.50 damages and $11.30¼ costs which by the Judgment of our Supreme Court within and for the County of Union at the July Term thereof AD 1837 David Witter recovered against the said Robson L. Broom with interest thereon from July 8th 1837 untill paid. and the further sum of $1.45¼ costs before the Court of Common Pleas at the Oct Term 1837. and the accruing costs and for want of goods and chattles that you cause the same to be levied of the lands and tenements in your bailiwick of the said Broom and have that money before our Court of Common Pleas on the first day of next Term to render unto the said David Witter and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for said County of Union this 14th day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1834-CV-0028

No. 34-CV-28

Union Common Pleas Court.

John R McLain, Plaintiff,

AGAINST

Edward Culver, Defendant.

1834

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

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

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

Ulster Common Pleas

John N. McLean Endorsee

vs } Declaration in
} case

Edmund Culver

Filed Nov 20th 1854

Silas G. Strong

Clerk

McBlaneen atty

The State of Ohio Union County Court of Common Pleas of the Term of November in the year of our Lord Eighteen Hundred & Thirty four

Union County } ss

Edmund Culver was summoned to answer unto John R. McLean in a plea of a plea of trespass & and thereupon the said John R. McLean by Olives B Cannon his Attorney Complains for that whereas the said Edmund Culver on the Twentieth day of November in the year of our Lord Eighteen hundred & Thirty three at Marysville in the County of Union aforesaid made his promissory note in writing & then & there delivered the same to Silas G Strang & thereby promised to pay to the order of the said Silas G Strang one hundred & Twenty six Dollars & Eight Cents one year after the date of said Promissory note with Interest from the date thereof which Period has now elapsed & the said Silas G Strang then & there Endorsed the same to the said John R. McLean whereof the said Edmund Culver then & there had notice & then & there in Consideration of the Premises promised to pay the amount of the said note to the said John R McLean according to the Tenor & effect thereof. Yet the said Edmund Culver hath disregarded his promises & hath not paid the said sum of Money or any part thereof to the Damage of the said John R McLean in the sum of Two hundred Dollars & therefore he brings Suit &c

Olives B Cannon

Plff Atty —

as

Suit

upset

$126.08

Suit Brought to recover the amount due on a promissory note Given by defendant to Silas G Story ~~and by him~~ for $126.08 & by him Endorsed to the Plaintiff Due Nov 20th 1834

Moses B Brown
Pltff Atty

Amen Cour Plea
Will McClain
vs
Summary Judgment
Colleciral Action

Story Nov 20th 1834
Silas G Story
Cm

Plaintiff's Bill of Particulars

Amount of Judgment & costs after
Deducting a Credit of the amount
received Taxed Costs ... 6c
Attorn ... 1
Fees ... 75c

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We Command you to Summons Edmond Culver to appear forthwith before the Honorable the Judges of our court of common Pleas at the court house in Marysville to answer unto John R McLain Endorsee of Silas G Strong in a Plea of the case Damages - $200 - and have you then there this writ

Witness The Honorable J R Swan President Of our said court at the court house this 21st Day of Nov AD 1834

Silas G Strong Clk

Elmira Commonwealth

vs

John N. McLean Indorser
&c

vs } Praecipe in
} Case

Edmund Culver

C M Blanchard Atty

Union County Ohio 1884

John N. McLean Endorsee
of Silas G. Strang
vs
Edward Culver

Case Damage $200.00

"From a Promissory Note
forthwith & Endorsed on the Back
"This suit is brought to recover
the amount due on a Promissory
Note given by Defendant to Silas G.
Strang for $126.08 & by him
Endorsed to the Plaintiff on 20th
November 1884"

Clares & Carmin
Pltffs Atty —

29th November 1884

S G Strang Clk

John N. McLean
Endorsem of Lelas G. Strong
vs
Copy of
Precepe
Edmund Culver

John McLean Endorsee
of Lilas G Strang
vs.
Edmund Culver

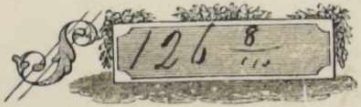
Case on Promissory note
Damage $200.00

Appearance to next Term 1884
Deft. to file his note —

Examined
Culver

126 8/100 $.

Chas. Young



Marysville Nov 20th 1833

One year after date I Promise to pay to the order of Silas G Strong with the Interest from this Date One hundred & Twenty six Dollars 8/100 for Value received.

Mary E Amadon Edmund his X mark Cutler

Stereotyped by J. A. James.—Printed and Sold by Morgan & Sanxay.

Civil/Domestic Case File

Case No. 1834-CV-0029

No. 34-cv-29

Union Common Pleas Court.

Gustavus Swan
Plaintiff,

AGAINST

John Coolidge,
Defendant.

Nov Term 1837

Judg. Dr. Deft.
$104 50/11

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Union Com Pleas

Gustavus Swan
v
John Cooley

Sur. 2 dbt.

Filed Nov 20 1834

Silas G Strong
Clerk

The State of Ohio
Union County ss

Union County Court of Common Pleas
November Term 1834

John Coldiron was summoned to answer unto Gustavus Swan of a plea of Debt &c. For that whereas he the 20th day of February AD 1834 at Union County aforesaid the said Coldiron by his certain obligatory of that date sealed with his seal & now in court to be produced acknowledged himself to owe unto the said Swan the sum of one hundred dollars to be paid to the said Swan or order on demand for value received and then & there delivered the same to the said Swan yet the said Coldiron has not paid said sum or said sum of money or any part thereof although often requested so to do. but he wholly neglected & refused to pay the same or any part thereof and still does refuse. To the damage of the said Swan one hundred dollars and therefore he brings suit &c

By G Swan
for himself

NR

Jno. Morley
& Pour
100.

Union

Filed Nov 20th 1834
Silas G. Strong
Clk

Feby 20. 1834. For value recd I promise to pay Eusebius Lewis order One hundred dollars on demand for value recd. Witness my hand & seal

John Coolidge (Seal)

Know all men by these presents that I John Coolidge authorize Samuel C. Andrews an attorney of the courts of Ohio to acknowledge judgment in favor of Eusebius Lewis for one hundred dollars & interest from this day — by means a declaration appearing thereto waving process and form confessing judgment as aforesaid waving all errors — Witness my hand & seal this 20th day of February AD 1834

John Coolidge (Seal)

Attest.
Saml. Baird

Fon of Lady
Judge
Swan
Cordery

Curtlaw Swan
vs } In debt
John Corbiejo

The defendant in the suit Curtlaw Swan and John his deceased
against the said John Corbiejo and thereupon came into court
the said John Corbiejo by William Sinnett one of the attorneys
of this court by written warrant which is filed and received
process and acknowledges that the said defendant is
indebted to the plaintiff in the sum of one hundred dollars
and that the plaintiff has sustained damage to the amount
of four dollars & fifty cents – It is therefore considered by the
court that the plaintiff recover of the defendant the sum
of one hundred dollars the debt aforesaid and
four dollars & fifty cents damages together with his
costs &c.

Union Com Pleas

Gustavus Swan
vs Fi fa

John Coolidge

Debt	$100.00
Damages	4.50
Docket fee	5.00
Clerks fees	2.13
Sheriff fees	16
	$111.79

Bank C 2.29
Sheriff f 94
63

Received this execution May 2 1844
S Hancock Sheriff

Satisfied by Plaintiffs receipt
C Bangs Sheriff

State Of Ohio Union County p

To the Sheriff of Said County Greeting -

We Command you that you cause to be Levied of the goods & chattels In your Bailiwick Of John Coolidge the Sum of - $100. Debt & $4.50 Damages Which by the Judgement of our Court of common Pleas Within And for the County Of Union At the November Term 1834 Gustavus Swan Recovered against the said John Coolidge Together with the Sum of Seven dollars & twenty nine (67.29) the costs of Increase on said Judgement Together with Legal Interest thereon from the 20th Day of Nov. 1834 untill paid and all Accruing - costs hereon And for Want of goods & chattels you cause the Same to be Levied of the Lands and tenements in your Bailiwick of the said John Coolidge And have that Money before the Honorable the court of common Pleas at the court house in Marysville on the 1st day of the next Term to render unto the said Gustavus Swan & Have you then there this writ

Witness The Honorable Joseph R Swan President of our said court at the Court house this 29th Day of April A.D. 1835

Silas G. Strong Clk

Union Com Pleas

Gustavus Swan
vs } Executions
John Cooledge

Clerks fees	$1.68.5
Sheff fees	16
Docket fee	5.00.0
This Writ	35.0
	$7.19=5

Received Amount Therein
G. Swan

Money made in full for dollars by
G Swan Remits 28 and 5 in Cost

Mclane 35
Lundgo 14
Sept 7, 1836

G Thorpe Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting!

We Command you that you Cause to be made of the Goods & Chattles of John Cooledge late of your Bailwick the Sum of Seven dollars Eighty four & one half Cents with legal interest thereon to be Computed at the rate of Six per Centum per Annum from the 20 Day of Nov 1834 untill paid and for want of Goods and Chattles that you Cause to be made of the Lands tenements & hereditaments of the said John Cooledge the Sum of $7.84.5 which Sum Gustavus Swan late in the Court of Common Pleas recovered against the said John Cooledge whereof he was Defendant as appears to us of Record and that you have the Same Before the Honorable Judges of the Court of Common Pleas on the first day of their next Term to render unto the said Thomas Dunn the Sum of $7.84=5 Costs ~~[illegible]~~ in expendes & have you then there this Writ

Witness G R Swan President of our said Court this 10 Aug 1836

Silas G Strong Clerk

Swans
Receipt
for Docket
fee

Oct. 22. 1835. Rec'd of John Goodhue Five dollars due him from his Rent for

F. Smith

Civil/Domestic Case File

Case No. 1834-CV-0030

No. 24-CU-30

Union Common Pleas Court.

Benjamin Sells
Plaintiff,

AGAINST

John Pfiffer
Defendant.

Nov 1834
Cognovit,
Judg vs Defendt.
for $170 28

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Pfeffers —

Power of Atty
&
Notes

Filed Nov 20
AD 1834
Silas G Strong
Clk

E.J.A.

#164

Columbus March 31. 1834

Six month after date I promise to pay Benjamin Sells or order the sum of One hundred and Sixty four dollars, without defalcation. value received. with interest

Johannes Pfeiffer

Witness – W. T. Martin

To any attorney of any Court of Record in the State of Ohio.

These are to authorize you or either of you to appear for me in either of said Courts at the suit of Benjamin Sells or his heirs, executors, administrators or assigns at any time after the above note shall become due, to waive service of process, enter my appearance, receive a declaration, and confess or suffer judgment against me by nil dicit non sum informatus, or otherwise, in favor of said Sells his heirs executors or administrators or assigns, for the amount due upon the above note with interest and costs, and to release all errors, and for your, either or all of your so doing this shall be your sufficient warrant.

Signed and sealed this 31st day of March AD 1834

Witness
W. T. Martin

Johannes Pfeiffer

Union Common Pleas

Benjamin Sells
vs
John Pfeiffer
} Non

Filed Nov 20th 1834
Silas G Strong
Clk

The State of Ohio } Union County Court of Common
Union County ss } pleas. November term A D 1834

Benjamin Sells complains of John Pfeiffer in a plea of assumpsit. for that whereas the said John Pfeiffer on the thirty first day of March, in the year eighteen hundred and thirty four, at the town of Columbus in the county of Franklin that is, at the county of Union aforesaid, by the name and signature of Johanns Pfeiffer, made his promissory note in writing and delivered the same to the said Sells, and thereby promised to pay to the said Sells or order one hundred and sixty four dollars with interest, in six months after the date thereof, which period has now elapsed, and the said Pfeiffer then and there in consideration of the premises, promised to pay the amount of the said note to the said Sells according to the tenor and effect thereof. Yet the said Pfeiffer hath disregarded his said promises and hath not paid the said sum of money to the said Sells, or any part thereof, to the damage of the said Sells of three hundred dollars, and therefore he brings his suit

By Moses Smith his atty

Sells
vs
Pfeffer

entry

Benjamen Sells
vs
John Pfeiffer } In assumpsit

This day came into court Benjamen Sells. by Mease Smith. his attorney. and filed his declaration against the said John Pfeiffer. and thereupon ~~Lot~~ Moses B Crowe ~~Pfeiffer~~. one of the attaries of this court. ~~came~~ appeared in open court in behalf of said Pfeiffer and by virtue of a warrant of attorney for that purpose executed by the said Pfeiffer. and now produced in open court and filed herein. waived the issuing and service of process, entered the appearance of the said Pfeiffer. received the declaration aforesaid. and acknowledged that the said Pfeiffer did assume and promise in manner and form as the said Sells hath declared against him. and confessed that the said Sells hath sustained damages by reason thereof to the amount of one hundred and seventy dollars and twenty eight cents. Therefore it is considered that the said Sells recover of the said Pfeiffer the said sum of $170.28 his damages confessed as aforesaid and also his costs in behalf expended. taxed to $8

And by virtue of the same warrant of attorney all error is released by the said Pfeiffer —

Rec'd this writ Nov 22d 1834 A McElroy
Sheriff
F C Ohio

Union Com Pleas
Beny Scott
vs
Ezra Beardsley
Copy Plaintiff
Damages — $1170.20
Docket fees 5.00
Mileage 3
Costs for — 1.92½
Sheriff's fee — 16
Sheriff's bond — 25
Costs — $7.33½

Levied this Execution on one gray horse and one bonnet horse one waggon and one set of harness advertised the same in the Ohio Monitor a newspaper in general circulation according to Law to be sold on the 6th day of Dec 1834 at the house of the said John Peiffer in Plain Township Franklin County & attended at the time and place offered and sold the above described property money made on the above sale $58.18.3/4 ~~and paid over~~ to Plff attorney $44.25 the amount of the principle & interest together with the Sheriffs & Clerks fees on this Execution taxed, no other goods chattels lands or tenements found in my Bailiwick whereon to levy this Execution

Andrew McElroy Sheriff
Franklin County Ohio

State Of Ohio Union County ss

To the Sheriff of Franklin County Greeting

We Command you that of the goods & Chattels of John Pfeiffer Late of your Bailiwick you cause to be made the Sum of One hundred and Seventy Dollars & Twenty cents. with Legal Interest thereon to be computed from this 20th day of November AD 1834 untill paid. and for want of goods & chattels you cause the same to be made of the Lands & Tenements and Real Estate of the Said John Pfeiffer Which Sum Benj Sells in a certain action of Assumpsit Late in our court of common Pleas Recovered against him the Said John Pfeiffer Whereof he is convict as appears to us of Record - Together with the further Sum of $7.12½ Seven Dollars thirteen & one half cents The costs herein of which the Said John Pfeiffer appears convict to us of Record And that you have the Same before the Honorable the Judge of the court afore Said at the court house in Marysville on the 1st day of our next Term to render unto the Said Benj Sells his Damages & costs afforesaid And have you then there this writ

Witness The Honorable I R Swan Esq President of our Said court at the Court house in Marysville this 20th Day of November AD 1834

Silas G Strong Clerk