Civil/Domestic Case File

Case No. 1835-CV-0001

Angus Clark
vs
Wm Gragg
Decd
Filed March
10th 1835
Silas G Strong
Clk

Union County Court of Comon Pleas March term in the year one thousand eight hundred and thirty five

State of Ohio }
Union County } ss

to wit William Gregg was arrested to answer Angus Clark of a plea upon promise and thereupon the said Angus Clark by W Lawrence his attorney complains for that whereas the said William Gregg heretofore to wit on the sixth day of August in the year one thousand eight hundred and thirty four at the County aforesaid made his certain promisory note in writing bearing date the day and year aforesaid for sixty two dollars & ninety one cent and delivered the same to the said Angus Clark for value received whereby the said William Gregg then and there undertook and faithfully promised the said Angus Clark to pay him the said sum in the note specified yet the said Will Gregg not regarding his said promises and undertakings hitherto and still wholly refuses to pay the same or any part thereof to the said Angus Clark

Wherefore the said Angus Clark saith that he is injured and hath sustained damages to the amount of Seventy dollars and therefore he brings his suit &

W C Lawrence

Union Com. Pleas

Angus Clarke
vs Precipe
Wm Gregg —
Filed Feby 5th 1835
Silas G Strong
Clk

Angus Clark
vs
William Gregg } Case

Damages $.200.00

Clerk of the Court of Common Pleas of the County of Union Ohio will issue his writ of Capias in the above Cause returnable at next term of said Court and endorse

Suit Brought ~~in~~ to recover the amount and Interest of a certain promisory note of hand made by defendant on the sixth day of August 1834 for value received for the sum of one hundred and sixty two dollars and ninty one cents due one day after date and delivered ~~to~~ the said note to the plaintiff on the day of the date of the said note also for goods, wares &c sold and delivered by the plaintiff to ~~the~~ and at the special instance and request of defendant.

Let the Sheriff take security in the sum of three hundred dollars conditioned for the special appearance of the defendant to answer to the above demands

Marysville ~~Oh~~ February 5th 1895

W. C. Lawhead
atty for plff

Suit Brought to Recover the amount & interest of a certain promisary note of hand made By Defendant on the Sixth day of August 1834 for Value Received for the Sum of one hundred and Sixty two Dollars and ninety one cents due one day after Date and Delivered the said note to the plaintiff on the Day of the date of the said Note also for Goods Wares &c Sold and Delivered By the plaintiff to and at the Special instance and Request of Defendant ——— Set the Sheriff take Security in the Sum of $300 condition for the ~~Special~~ appearance of the Deft to answer to the above Demand Feby 5th 1835 W. G. Lawrence Atty for Pltff

Union County Ohio

Angus Clark
vs
William Greff
in Case

Damages $100.00

Topias Cal in possession

Filed Mar 9th 1835

Silas Harrison
Clerk

Recorded

9 hours the Fees of the Million cause
William Greff in cash

Writing — — 15
Summons — — 12½
Subpoena — — 12½
Silas Harrison

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to take William Gregg if he maybe ~~found~~ found in your Bailwick and him safely keep so that you have his Body Before the Honorable the judges of the Court of common Pleas of the County aforesaide at the Court House in Said County on the first day of our next Term to answer unto Angus Clark in a plea of the case Damages Two hundred Dollars and have you then there this Writ

Witness the Hon: Joseph R Swan President Judge of our Court of common Pleas this 6th day February AD 1835

Silas P Strong Clerk

Union Com Pleas

Angus Clark
vs Pour atty
Wm Gregg.

I William Gregg of the County of Union and State of Ohio do hereby ordain and appoint W. C. Lawrence attorney at Law of the County aforesaid for me and in my name as my said attorney to confess Judgment for me in favor of Angus Clark the action now pending in the Court of Common Pleas of said County of Union hereby waiving all imperfection in or want of process. all right to except and the Benefit and right of appeal in said case given under under my hand and seal this 10th day of March in the year 1835

William Gregg {Seal}

the above authorises me to confess Judgment for Clark

Union Com Pleas

Angus Clark
vs } appraisement
Wm Gregg —

We the undersind being Cal.d and by C Winger Sheriff of the County of Roman to aplain a Certain Tract of land nawes as the Gragg farm and describd as fallows Beginning at a Sugar tree S. W Corner of John Overtons Survey No. 466 of the Resgnna, Mellem Destrict thence S.80. W 40 poles to a Stake Witnesp thence N 10 W 169 poles to a Redoake thence N 80 E 40 poles to a Stake Set in the lines of Said Overtons Survey thence with Said line S 10 E 169 poles to the Beginning And after being duly Sworn do aprave the Same at $6.00 Per acre Septr. 22. 1844

P B Smith
John Turner
Thomas Emberson
} Appraiser

Union Com Pleas

Angus Clarke
vs } Fifa
Wm Gragg

Debt —	$158,57
Docket fee —	5 00
Clerks fee —	2,78
Sheriff fee —	1.11
	167,46

Int Since March 10 } AD 1835 }

Accruing

Clerks —	35

Received This Execution March 2 1840 [illegible]

[illegible]

[illegible]

Returned by order of Plaintiffs Atty [illegible] Clerk

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 chattels in your Bailiwick of William Gragg the sum of $158.57 Debt and $8.89 costs Which by the Judgement of our court of common Pleas within and for the county of Union Angus Clark Recovered against William Gragg With Interest from the 10th Day of March 1835 untill paid And the Accruing costs hereon and have you the 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 Angus Clark and have you there then this writ

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

Silas G Sturgeon Clk

Received this Execution Sept 18 1836

And executed the same by levying on the following tract of land Beginning at a Sycamore the S West Corner of John Overton's survey No 4066 of the Bergman District thence S 80 W 40 poles to a State witness thence north 10 W 169 poles to a beach, thence ~~thence~~ N 80 E 40 poles to stake left in the lines of said Overton's survey thence with said line S 10 E 169 poles to the beginning Containing 4 A and 2 Acres being part of survey No 1915.

Rec the 22 1836 Not sold for want of time C Winter

Levied on	30
Mileage	18
Summoning Appraisers	100
	148
Appraisers fees	1 50
C Winter Sheriff	$2 98

Appraisors fees

John Turner	.50
P B Smith	.50
Thos Embesa	50

Union County Ala
Argus Colcock
vs
S Pocewitz

Wm Gregg	
Damages	$158.57
Cost	
Docket fee —	5.00
Clerks fee —	3.00
Sheriff fee —	1.75
	9.75

Sept 35

State of Ohio Union County ss

To the Sheriff of said County Greeting -

We command you cause to be levied of the goods and chattels in your Bailiwick of William Gragg the sum of $158.57. Which by the Judgement of our court of common Pleas Within and for the county of Union at the March Term thereof Angus Clarke - Recovered against the said William Gregg With interest thereon from March 11th 1835 Also the further sum of $9.75 - the costs & costs of Increase and for want of Goods & chattels. that you cause the same to be levied of the Lands & tenements & Real Estate of of the said William Gregg and have that Money before our said court of common Pleas on the 1st day of their next Term to Render unto the said Angus Clarke 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 September 1835

Silas G Strong Clerk

158.54

Credit on the within
note — — $482½
September
1834 the 10 —

— — —

Cr — the — 11 —
September — — 3-17½

— —

December the
27 — Cr — on the with
175 Cents

ored day of this date I promise to
pay unto Angus Clark for value
received of him the sum of one hun
dred and sixty two dollars and twenty
one cents this six day of August
1834—

William Gregg

received this Execution May 25 and proceeded to ~~levy the same~~ Advertise the same as the Statutes directs and on the 28th day of June sold after the same at public sale
Property ~~[illegible]~~ not said for want of bidders

Printing fees - 2.00
Inter & advertisements - - 1,60
P B Smith Depty $ 3.60
J. S Wright Sheriff

May 26

Union Com Pleas

Angus McCall
vs
Execution
Wm Gaggs

Judgement $156.37
Costs of suit 1.11
Clerks fee 2.00
This writ .50
$159.31

May 26.

State of Ohio Union County ss

To the Sheriff of Said County Greeting

You command you that ~~you Cause to be~~ ~~Levied~~ those ~~goods~~ Lands and Tenements of Wm Gregg which you Lately according to our Command took into your hands and which remain unsold you chose to Sale to Satisfy Angus Clark the Sum of one hundred and fifty Eight dollars and fifty Seven Cents which by the judgement of our Court of Common Pleas within and for the Said County of Union at the March Term AD 1835 Angus Clark recovered against the Said Wm Gregg with interest thereon from the Ninth day of March AD 1836 untill paid and have the money aising from Such Sale Before our Said Court of Common Pleas on the 2nd day of their next Term to render unto Angus Clark and have you then there this writ

Witness I R Swan President of
our Said Court at the Court House
in Marysville this 23d day May 1836

Silas G Strong Clerk

Union Com Pleas

Angus Clark
vs
Execution
Wm Gregg

Debt	$158.57.0
Clks fee	2.60-0
Shff fee	6.36-0
Docket fee	5.00=0
	$172.73=0

Received the amt of the judgement on this execution

[illegible]

Aug 36

Received August 7th 1836

C Whiteside

And on the 23 day of August [illegible] to deny an the plaintiff's property of Wm Gregg Saint

are Brown Mere & Lile Bullock Salt & Sadoes

D Brodrick Procedendo stayed by order of Pendleton Attorney

Mary made authent sale of 1 Bay 80

Purchaser $89.67 Molasses 1.—

Bond for delivery of [illegible]

Replevied [illegible]

C Whiteside

19046
1xe

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that of the Goods and Chattles of Wm Gregg Sale of your Bailwick cause to be made the Sum of one hundred fifty Eight Dollars and fifty Seven Cents with Legal interest thereon to be Computed at the rate of Six per centum per Annum from the Ninth day of March 1835 untill paid and for want of goods and Chattles you Cause the Same to be made of the Lands tenements and hereditaments of the Said Mr Gregg the Sum of 158 $ 57 which Sum Angus Clark Sate in the Court of Common Pleas recovered against the Said Mr Gregg wherein he was a Defendant as Appears to us of Record. and that you have the Same before the Honorable Judges of the Court Aforesaid on the first day of their Next Term to render unto the Said Angus Clark the Said Sum of $158 57 Debt together with 14 $ 16 cents Costs here in expended & have you then there this Writ

Witness J R Sra President of our Said Court this 10th Day of August AD 1836

Silas G Strong Clerk

Jan 36

Angus Clark

vs } Execution
} pltffs —

Wm Gregg

Costs 2£ 12s. 5—

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you That of the Goods & Chattles of Angus Clark Late of your Bailwick you cause to be made the Sum of Two Dollars and Two Cents & five mills which He the Gregg is the amount of Costs Taxed against him in a Certain Suit wherein the said Angus Clark is plaintiff & Wm Gregg Defendant Late in our County Court of Common pleas as appears To us of Record, being the Costs expended by him in this Behalf & that you have the Same before the Honorable the Judges of our Courts of Common Pleas at Maysville on the 1st Day of our next Term to render unto the said Henry Shover his Costs aforesaid & have you then there this writ of Execution

Witness I R Swan Chief Judge of said Court at said Court House this 18th Day of Jany AD 1836

Attest

Silas G Strong Clerk C.C.P.

Received the Execution Oct 15, 1836
And on the 19th I levied the within as the law directs on one black and tan Saddle & bridle taken from Gideon

Mun Com Pleas

Angus Clark
vs
Eq. Ch
Mr Gregg

Clerks fee	$2.95
Sheff fee	9.12
this writ	.35
	$12.42
	1.00
	13.42

Oct 34

State of Ohio Mason County ss

To the Sheriff of Said County Greeting

We Command you that of the Goods & Chattles which are of Mr Gregg Lat of your Bailwick the Sum of twelve Dollars & Seventeen cents with Legal interest thereon to be Computed at the rate of Six per Cent per Annum from the Twelth day of March 1835 untill paid & for want of Goods & Chattles you Cause the Same to be made of the Lands & tenements of Said Mr Gregg which Said Sum being Costs in a Certain Case expended wherein Angus Clark is plaintiff & Mr Gregg Deft & have you the Money before the Honorable Judges of the Court at the Court House in Maysville on the 1st Day of their next Term together with this Writ

Witness J R Dwan Presidt of our Said Court this 18th Day of Octr 1836

J G Strong Clk

E. Winget or R. Clark in the case of A Clark
vs Wm Gregg. enter a credit of four dollars in part
of docket fee due me and this is your Receipt for
the same paid to

W. B. Lawrence atty pltff
Marysville O C O

Civil/Domestic Case File

Case No. 1835-CV-0002

No. 35-CV-2

Union Common Pleas Court.

Lyne Starling
Plaintiff,

AGAINST

George Ashbaugh
Defendant.

March 1835.

Decree for plaintiff.

Journal 1 Page 220

Record No. 2 Page 360

Ex. Doc. Page

Lyne Starling
vs 3 Mar Eject
George Lightough

Filed Mar 9 1835
Silas P. Ashby
Clerk

Recorded

State of Ohio
Franklin County } Court of Common Pleas for the County
of Aforesaid

State of Ohio } Union Common Pleas
Union County } March Term A.D. 1835

John Doe Complains of Richard Roe for that Lyne Staling had demised on the twentieth day of July eighteen hundred and thirty three at Union County aforesaid, to the said John the following lands and tenements to wit; fifty nine acres of land bounded as follows, Beginning at a sugar tree and two hornbeams North West corner of land sold to H. Vangorden, thence S 32° W. one hundred eighty seven and a ~~half~~ third poles to 2 beechnuts and 2 small hickories on the bank of buck run, thence down the creek with the meanders thereof and binding thereon to an ash elm and sugar thence N 32° E eighty one and two thirds poles to a burr oak South West Corner of Vangordens land, thence N 58° E. seventy poles to the begining and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten outhouses ten yards ten gardens, fifty nine acres of arable land fifty nine acres of meadow land, fifty nine acres of pasture land, fifty nine acres of wood land, fifty nine acres of land covered with water and fifty nine acres of other land with the appurtenances situate in said County of Union To have and hold the same to the said John from the twentieth day of July in the year aforesaid, for and during ~~said~~ the term of seven 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 fourth day of July eighteen hundred and thirty four, with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom, and other wrongs to the said John then and there did; to his Damage one hundred dollars, And therefore he sues &c By

Staling & Gilbert his Attys

Mr George Lochbaugh

Sir,

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

Dated ~~March~~ February 27th 1835 Yours &c

Richard Roe

~~John Doe ex Dem~~
~~Lyne Starling~~
~~vs~~
~~Richard Roe~~
~~Lochbaugh & the~~

~~I did personally serve Lochbaugh & the day of November 1834 with the within John Lochbaugh tenant in possession of the premises in the within declaration mentioned or some part thereof with a true copy of the within declaration, and at the same time acquainted him with the intent and meaning of the said declaration & notice~~

John Doe ex dem
Lyne Starling
vs
Richard Roe

I did personally serve George Lochbaugh tenant in possession of the premises in the within declaration mentioned or some part thereof with a true copy of the within declaration, on the 27th day of February 1835 and at the same time acquainted him with the intent & meaning of the same declaration & notice

Subscribed & sworn to in open Court
March 9th 1835

Calvin Monger

Civil/Domestic Case File

Case No. 1835-CV-0003

No. 35-CU-3

Union Common Pleas Court.

Cyrus Hait
Plaintiff,

AGAINST

Benjamin Lyon
Defendant.

Oct 1835.

Journal 1 Page 234

Record No. — — Page — —

Ex. Doc. 1 Page 55

Cyrus Wadt
vs
Benjamen Lyon
Transcript

Filed March 10th 1835
Silas G Strong
Clerk

Cyrus Wait
vs
Benjamin Lyon

Debt	$19.20½
Summons	12½
Subpoenas	1.03
E. Hartley Ten Fees	1.42½
L. Patrick Ten Fees	95
Swearing wit.	28
Swearing Arbt.	12½
Witnesses Fees	
B. Hopkins	50
J. Backus	1.00
H. Jackson	1.00
H. Blake	1.00
E. Colver	50
W. Wait	50
B. Lock	50
J. Willard	50
Arbitrators Fees	
B. Hopkins	62½
J. C. Miller	62½
E. Hartley	62½
Continuance	10
Judgment	25
Satisfaction	10
Transcript	31¼
	12.08¼

Suit brought on an account of $100 for labor &c at sundry times as per bill of particulars filed December 17th 1834. On aplication of the plantiff a summons issued returnable 23d instant at 10. O. Clock A. M. Which was returned in due time by Constable Elias Hartley endorsed served on the 18th of December 1834. by reading to the defendant. fees 25 cts. On the 19th instant, on aplication of the plantiff Subpoenas issued for Jesse Coy, William Douglass, Thadeus Backus, Hiram Jackson, John H. Blake, and Benjamen Hopkins, witnesses, which was returned by Constable E. Hartley in due time endorsed served. fees $1.17½.

December 23d 1834 The parties attended and Thadeus Backus, Hiram Jackson, John H. Blake and Benjamen Hopkins, Witnesses for the plantiff. And on aplication of the defendant an adjournment was granted until the 27 instant at 10. O. Clock A. M. And Subpoenas issued by order of the defendant for James C. Miller, William B. Irwin, Benjamen Lock, James Willard, Elias Hartley, and Samuel Dee. December 27th instant the above subpoenas returned by Constable Levi Patrick endorsed served by reading to the within named witnesses on the 23d instant fees 85 cents. Samuel Dee excepted, by order of the defendant, December 27th 1834. The parties being present and ready for trial agreed to submit the above ~~claim~~ controversy to Arbitrators, and agreed on the following men. viz, James C. Miller, Benjamen Hopkins, and Elias Hartley, and it was made a rule of Court by agreement of parties. by order of the plantiff a subpoena issued for Edmond Colver, which was returned in due time by Const. Patrick same day endorsed served by reading fees 10 cts.

Witnesses attended and gave evidence in the foregoing case viz as follows. viz, Hiram Jackson, John H. Blake, Edmond Colver William Wait. Thadeus Backus, Benjamin Dock, and James Willard

Cyrus Wait
vs
Benjamin Lyon

Action of debt brought on Book Account before David Burnham a Justice of the peace for Union township. Union County. We the arbitrators to whom the above cause was submitted, having been duly sworn before the said Justice at his office, after hearing the proofs and allegations of the parties, do award and find for the plantiff the sum of nineteen dollars and twenty and one fourth cents. debt, besides the costs of the suit

Given under our hands and seals this 27th day of December A.D. 1834

James C. Millen (seal)
Elias Hartley (seal)
Benjamin Hopkins (seal)

Whereupon Judgment is rendered against said defendant Benjamin Lyon for the sum of Nineteen dollars and twenty and one fourth cents, and costs of suit on the day above written in the Award

David Burnham (seal)
Justice of the peace

L. S. State of Ohio Union County, S.S.; I. David Burnham a Justice of the peace within and for the township of Union in said County, do hereby certify, that the foregoing is a true copy from my docket, of the proceedings and Judgment in the above case, Given under my hand and seal this 7th day of March A.D. 1835

David Burnham (seal)
Justice of the peace

Jany. 5th 1835 the defendant informed me that he should appeal the above suit, D. Burnham

Union Com Pleas

Apprs wait

& Receipt

Burg vs Lyon

Cyrus Wait
vs
Benjamin Igoe } debt on the docket of David Barnham J.P. of this County

The defendant in this action by W. B. Lawrence his atty prays the writ of Certiorari of this Court returnable at next term commanding said to send up to this Court a complete record of this case with his doing and judgment at large in addition to that herewith filed

W. B. Lawrence

Union Com pleas

B Cyrus Wait

vs Execution

Benjn Lyon

Justices Court	$12,08,,5
Clerks fees	1,80 5
Sheff fees	32
	$14,21 0
Credit by	
L G Strongs Recept	2 00
	$12,21,,0

Received August 11. 1856
G Wright

Money made in full Sept 29 1856
G Wright Sheriff

Amount 16-
Mileage — 40
6 —

State of Ohio Union County ss

To The Sheriff of said County Greeting

We Command you that of the goods and Chattles of Benjn Lyon you Cause to be made the Sum of 14 Dollars & 21 Cents with Legal Interest thereon to be Computed at the rate of Six per Cent per annum from the 22nd day of Oct 1835 untill paid and for want of Goods & Chattles you Cause the Same to be made of the Lands tenements & hereditaments of the Said Benj Lyon the Sum of $14.21 which Sum Cyrus Mait recovered against him Late in the Court of Common Pleas wherein he was Defendant as appears to us of Record and that you have the Same Before the Judges of the Court Aforesaid on the first day of their next Term to render unto the Said Mr Mait the Said Sum of 14 $.21 Costs herein expended And have you then there this Writ

Witness J R Swan President of our Court Aforesaid this 10th Day of Aug AD 1836

Silas G Strong Clk

12,08

12.21
,9 ←
2 ×
12.84
12.07
77
1

9

Cyrus West
vs
Benjamin Lyon

Recd of defendant Benj. Lyon twelve dollars and seven cent costs on this case. it is the onley case taken to Court By Mr Lyon from my docket

David Burnham J. P.

Civil/Domestic Case File

Case No. 1835-CV-0004

No. 35-CV-4

Union Common Pleas Court.

Franklin Banks
Plaintiff,

AGAINST

Andrew Meeker
Defendant.

OCT TERM. 1836

JUDGMENT VS DEFENDANT

$518 08

Journal 1 Page 281

Record No. 2 Page 557

Ex. Doc. Page

Ambrose Meker
Bond

Filed June 27 1836
S Strong Clk

Recorded

Know all men by these presents that we
Ambrose Meeker and Cyprian Lee
are held and firmly Bound unto the Sheriff of the County of Union in the Sum of one thousand Dollars to be paid to the Sheriff his executors administrators or assigns for which payment well and truly to be made we Bind ourselves our heirs executors or administrators sealed with our Seals and dated this 16 day of April AD 1836 The Condition of the above obligation is such that if the above Bound Ambrose Meeker do appear before the Court of Common Pleas of the County of Union at the Court House in said County on the first day of their next Term to answer unto the President Directors and Co of the Franklin Bank of Columbus in a plea of assumpsit damages $1000 then this obligation to be void else in full force and virtue

Ambrose Meeker Seal

Cyprian Lee Seal

Seal

Ambrose Meeker

Proof

of

Marriage.

Filed April 1st 1835

A. Strong Clk

Recorded

The President Directors & Co
of the Franklin Bank of Columbus

vs

Ambrose Meeker
Luther M. Davis
& Ransom Clark

} Assumpsit —

Issue a capias — Damages $1000 — Endorsement brought on a
note dated Dec. 3d 1836 at 90 days for $500 —
Joel Stott C. C. P.
Union County Ohio
April 1. 1836. —

J. Drake atty
for plff.

Suit Bought on a note dated Decr. 3d 1836 at 90 days for $500 –

J Brannally for
Plaintiff

I have the hadays of the within
nand in Court

Milage – – – 6
Serves – – – 60
& Railleander – 1,60
$2.10

C Wincate Sheriff

Union Co. Ohio

The President & Directors of Franklin
Bank
vs
Jos Cross
Am Cross Maker
Jn Barrs
Rand on Clark

Filed June 7 1836
Attest
Clerk

Recorded
"

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to take Ambrose Meeker Luther M Davis & Ranson Clark if they may be found in your Bailiwick and them safely keep so that you have their bodies before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of their next Term to answer unto the President Directors & Co of the Franklin Bank of Columbus in a plea of Assumpsit Damages $1000 and have you then there this Writ

Witness J R Swan President of our said Court at the Court House aforesaid this 16th day of April AD 1836

Silas G Strong Clk

L M Dawes
Bond

Filed Jan 27, 1836
A G Strong Clerk

Recorded

Know all men by these presents that we
Luther M Davis Ambrose Meker and J. R. Hartwell
are held and firmly Bound unto C Wright
Sheriff of the County of Union in the sum of
One thousand Dollars to be paid to the Sheriff
his executors administrators or assigns for which
payment well and truly to be made we do hereby
jointly and severally bind ourselves our heirs executors
and Administrators Sealed with our seals and dated
the Seventh day April AD 1836
The Condition of the above Bound L M Davis
is such that if the above Bound L M Davis
do appear Before the Court of Common
Pleas of the County of Union at the Court house
in said County on the first day of their next Term
to answer unto the President Directors & Co of the
Franklin Bank of Columbus in a plea of assumpsit
Damages $1000 then this obligation to be void otherwise
in full force and virtue

Luther M Davis (Seal)

Ambrose Meker (Seal)

J R Hartwell (Seal)

Frank. Bk. Returns
7

Andrew Mechanics
Nav. Asst

Filed June 28th 1836
Silas Strong
Clk

Recorded

Imp. by default
Dam. 518.08 — Clk

Copied

D. Brace

Fees

The State of Ohio, } Court of Common Pleas,
Union County, ss. } June Term, 1836.

The president, directors & Co. of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Ambrose Mathews Luther M. Davis & Ransom Clark defendants in this suit, of a plea of Assumsit, &c.

For that whereas, the said Ambrose Luther M. Ransom defendants on the 3d day of December in the year our Lord one thousand eight hundred and thirty-four at Columbus to wit at Union County aforesaid made their promissory note in writing, and then and there delivered the same to the said plaintiffs and thereby, then and there promised to pay to the said plaintiffs at the Banking house the sum of Five hundred dollars and — cents, in Ninety days after date thereof, which period has now elapsed; and the said defendants in consideration of the premises, promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof.

And whereas, also, the said defendant afterwards, to wit, on the first day of January in the year of our Lord one thousand eight hundred and thirty-six in the county aforesaid, were indebted unto the plaintiffs in the further sum of one thousand dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request; also, in the further sum of one thousand dollars, for work and labor, then and there done, and materials for the same provided by the plaintiffs for the defendants at their request; also, in the further sum of one thousand dollars, for so much money then and there by the plaintiffs lent and advanced to, and paid, laid out and expended for, the defendants at their request; also, in the further sum of one thousand — dollars, for so much money then and there had and received by the defendants for the use of the plaintiffs and also in the further sum of one thousand dollars, found to be due from the defendants to the plaintiffs on an account then and there stated between them; and so being indebted, the said defendants in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do: yet the said defendants although often afterwards requested, have not paid the said several sums of money, or any part thereof, to the plaintiffs but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the plaintiffs one thousand dollars, and therefore they bring suit, &c.

By G. Brown Atty
for plfs

John Elliot — Jury Dyers — 500

Civil/Domestic Case File

Case No. 1835-CV-0005

No. 35-cv-5

Union Common Pleas Court.

Samuel Mason
Plaintiff,

AGAINST

David Chapman et al
Defendant.

MAR TERM. 1836

Discontinued

Journal 1 Page 256

Record No. 2 Page 529

Ex. Doc. Page

Suit Brot on bond Given By Defendants to the State of Ohio for the Sum of Sixteen hundred Dollars the Condition of which is that the Said David Chapman shall well and truely perform all the Duties Required of him by Law as administrator Bond Dated Sept 21st 1831

June 8th 1835 B Stanton atty for Pltff

Clerk of Mun Com Pleas

Date on the within mentioned Bond Examined & Sum Stated — — — Miscell — 50

Costs 1/1

Jas. G. Stang

Clerk

Mun Com Pleas

State of Ohio for the use of Saml Mason

vs

David Chapman & Levi Phillips

Filed June 8th 1835

Jas. G. Stang

Clerk

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

We Command you to Summons David Chapman & Levi Phelps to appear Be Forthwith Before our Court of Common Pleas of the County afore Said at the Court House in Said County to answer unto the State of Ohio for the use of Samuel Mason in a Plea of Debt for Sixteen ~~Hundred~~ Dollars Damages Debt and have you there then this writ

Witnes Jos R Swan ~~President~~ Judge of our Court of Common Pleas aforesaid this 8th Day of June AD 1835

Silas G Strong Clerk

Serv'd by leaving the within writ and a
Copy of the same
Attest — 50
Oct 23 1835 — 6 copies $1.00
C Phelps
Sheriff

Union Com Pleas

Samuel Mason
" "
David Chapman
Adm'r of Henry Shower

Filed Oct 23d
AD 1835
Silas G Strong
Clerk

Suit Brot to Recover one Hundred and twenty dollars of Defendant as Administrator with the wills annexed of Simon Shower deceased which the Pltff is entitled to as devisee of the said Shower and fifty Dollars as Damages for the Detention of the same

Oct 22nd 1835

B Stanton atty for
Pltff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons David Chapman to be and appear forthwith Before the Honorable the Judges of the Court of Common Pleas of Union County to answer unto Samuel Mason in a plea of Debt $120.00. Damages $50. and have you then there this writ

Witness Joseph R Swan Esqr Chief Judge of our Court of Common Pleas this 22d day of Octr 1835

Silas G. Strong Clerk

Union Com Pleas

State of Ohio for the use
of Samuel Mason
vs
David Chapman &
Levi Phelps
Praecipe

Recorded

B. Stanton

State of Ohio
for the use of
Samuel Mason
vs
David Chapman
& Levi Phelps

In Debt
Debt $1600.00

Issue summons for defendants in this cause ~~and endorse~~ returnable forthwith and endorse Suit Dwt on bond given by defendants to the State of Ohio for the sum of sixteen hundred dollars, the condition of which is that the said David Chapman shall well and truly perform all the duties required of him by law as administrator with the will annexed of Henry Shaw decd. Bond dated Sept 21st 1831.

June 8th 1835

B. Stanton Atty for pltff

Clk of Union Com Pleas

Union Com Plea

Union Com Plea Court

vs } Attachment

David Chapman

Filed June 8th 1835

Silas G Strong

Clerk

Recorded

I have this day of the within named David Chapman in Court

Miles - - - 30

Fees - - - 3 [illegible]

[illegible] Smith

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you that you Attach David Chapman Admr of Henry Shown so as to have his body before our court of common Pleas within and for said County of Union on the first Day of their next Term and so that he then and there file his account Curant for the settlement of said Estate of Henry Shown and to answer us of a certain Contempt Lately Committed by him against us as it is said and further to Do and Recieve what our said Court shall in that behalf consider Hereof fail not and have you then there this writ

Witness the Honorable Joseph R Swan Esq President Judge of our said Court of Common Pleas this 25th Day of April 1835

Silas G Strong Clerk

For not Appearing to settle up the Estate of Henry Shown as admr thereof —

Union Com Pleas

The State of Ohio
for the use of Mason
&
D Chapman

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Wm Long & [illegible] Buck to appear forthwith before the Honorable the Judges of our Court of common Pleas to be held at the court house in Marysville to testify in behalf of Saml Mason in an matters pending & undetermined up on the application of David Chapman Admr of Henry Shover for further time to settle said Estate and this they shall in no wise omit under the penalty of One Hundred Dollars

Witness the Honorable J. R. Swan Esq President Judge of the Court of Common Pleas at the court House the 3d day of March AD 1836

Silas G. Strong Clk

Union Com Pleas

Samuel Mason
vs
David Chapman
administrator of
Simon Shower deceased

Praecipe for Summons

Filed Oct - 21st 1835
Silas G Strong
Clk

B. Stanton & Atty

Samuel Mason

vs

David Chapman administrator with the will annexed of Simon Shower Deceased

In Debt

Debt $120.00

Damages $50

Issue summons returnable forthwith, and endorse "suit brot to recover one hundred and twenty dollars of defendant as administrator with the will annexed of Simon Shower deceased, which the plaintiff entitled to as Devisee of the said Shower, and fifty dollars as damages for the detention of the same"

To the Clerk of Union Com Pleas

Thos B. Stanton Atty for pltff

Oct 22nd 1835

Civil/Domestic Case File
Case No. 1835-CV-0006

No. 35-CV-6

Union Common Pleas Court.

Silas Winchell
Plaintiff,

AGAINST

Sylvester Phelps
Defendant.

MAR TERM. 1836

JUDGMENT VS DEFENDANT
$118 43

Journal 1 Page 262

Record No. 1 Page 553

Ex. Doc. 1 Page 58

Silas Wmore

vs Precipice

Sylvester Phelps

Filed August 20th

1835 Silas G Strong

Clk

Silas Winchel
vs
Sylvester Phelps } In assumpsit
Damages $200.00

Issue a ~~summons returnable on the first day of next Term~~ a capias ad respondendum returnable on the first day of next term endorse Suit ~~for~~ Brought on a promissory note given by Defendant to Plaintiff for Seventy Dollars and fifty six cents dated on the 24th day of June 1824 and due on the first of October next thereafter also for goods sold and delivered ~~to~~ Money had and received paid ~~&c &c~~ August 20th 1835

W Edwards Rose
Atty for Pltff

to Clerk Com Pleas
Let the Sheriff take security for appearance in the sum of $300.00

Suit Brot on a promisary note Given by Defendant to plaintiff for Seventy Dollars and fifty five cents dated on the 24th Day June 1832 and due on the first of Octr next thereafter. also for Goods Sold and delivered money had and Secured paid &c Aug 20th 1835

Silas Wainwright
v
Sylvester Phelps
Debt for accts
Filed Oct 21st 1835
Silas Gilbert
Atty
Broome

I have the Body of the within named Sylvester Phelps in Court

Received — 90
McCave — — 40
Bond — — 60
$1.50

Oct 22 1835 C Wright Sheriff

State of Ohio
Union County p.

To the Sheriff of Said County
Greeting

We Command you to take Sylvester Phelps if he may be found in your Bailwick and him Safely Keep So that you have his Body Before the Court of Common Pleas of the County aforesaid at the Court House in Said County on the first day of their next Term to answer unto Silas Winchel in a plea of Assumpsit Damages $2000, and have you then there this writ

Witness Joseph R Swan Esq President Jude of our Court of common pleas aforesd this 20th Day of June AD 1835

Silas G Strong Clerk

Sylvester Phelps
vs
Silas Winchell

plea

Filed March 4 1836
Silas Strong
Clk

Sylvester Phelps
vs
Silas Winches

March Term Mion Compleas

and the said Sylvester Phelps comes and defends and says that he can in no wise gain say the plaintiffs right of action and that he did assume and and promise as the plaintiff has there of complained against him ~~and~~ and that the said cause be now submitted to the court here and that Judgement be rendered against said Sylvester Phelps for the amount of said note specified according to the tenor and effect there of when &c

Clason & Lawrence Attys
for Deft

S. Winchel
vs
S. Phelps

Declaration

Filed March
4th A.D. 1836
Silas G. Strong
Clk

Recorded

State of Ohio }
Union County } ss Union County Court of Common
Pleas October term 1835

Silas Winchel Complains of Sylvester Phelps in a plea of assumpsit for that whereas the said Sylvester Phelps on the twenty fourth day of June in the year one thousand eight hundred and twenty four at the County aforesaid made his promissory note in writing and delivered the same to the said Silas Winchel and thereby promised to pay the said Silas Winchel Seventy dollars and fifty six cents by the first of October next (meaning the first of October next there after the date of said note) which time has long since elapsed and the said Sylvester then and there in Consideration of the premises promised to pay to the said Silas Winchel the amount of the said note according to the tenor and effect thereof

And also for that Whereas the said Sylvester Phelps on the 24th day June 1824 at the County aforesaid was indebted to the said Silas Winchel in the sum of $70.56 for the price and value of goods then and there Bargained and sold by the plaintiff to the Defendant at his request and in the sum of 80 dollars for money found to be due from the Defendant to the plaintiff on an account then and there stated between them and whereas the Defendant afterwards to wit on the day and year aforesaid in Consideration of the premises then and there promised to pay the said last mentioned sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money or either of them nor any part thereof to the damages of the two hundred dollars and therefore he brings his suit &c

W C Lawrence atty for plff.

D S Russell
vs
Lasoi Chapman

Declaration

Filed

Filed July 1st 1886
S G Strong
Clk

Recorded

Daniel L. Russell
vs
Jason Chapman
Union County ss

October term 1835 Union Common Pleas

Be it remembered that Jason Chapman was summoned to answer Daniel L Russell of a plea of assumpsit and thereupon the said Daniel L Russell by W B Lawrence his atty complains for that whereas one Lawrence Ashton before and at the time of the making of the promise and undertaking of the said Jason Chapman hereinnext after mentioned was indebted to the said Daniel L in the sum of one hundred and twenty five dollars of lawful money to wit at the County of Union aforesd and thereupon here to fore to wit on the eighth day of December in the year of our Lord one thousand eight hundred and thirty four in consideration of the premises and that the said Daniel L at the special instance and request of the said Jason Chapman would forbear and give time to the said Lawrence Ashton for the payment of the said sum of one hundred and twenty five dollars ~~until the~~ he the said Jason Chapman by his writing obligatory made and delivered to ~~the said~~ the plaintiff of the date aforesaid undertook and then and there faithfully promised the said Daniel L to pay him the said sum of $125.00 should said Russell require it, out of certain moneys in the hands of the said Jason then coming to said Ashton as agent for Lewis and the said Daniel L. avers that he confiding in said promise and undertaking of the said Jason so made as aforesaid did forbear and give time ~~to aforesaid~~ to the said Ashton for the payment of the said sum of one hundred and twenty five dollars until the said first day of June 1835 to wit at the County aforesaid but that the said Jason altho he was afterwards (to wit) on the day and year last aforesaid at the County aforesaid required and requested so to do by the said Daniel L. and thereby

and according to the effect and tenor of his said ~~agreement~~ promise and undertaking he the said Jason became liable to pay to the said Daniel L. the said last mentioned sum of $125-00 on the said first day of June 1835 to wit at the County of Union aforesaid and Whereas also the said Jason Chapman afterwards to wit on the first day of June 1835 at the County aforesaid accounted with the said Daniel L Russell of and concerning divers other sums of money from the said Jason to the said Daniel L before that time due and owing and then in arrear and unpaid and upon such accounting the said Jason was then and there found to be in arrear and indebted to the said Daniel L in the further sum of one hundred and twenty five dollars lawful money and being so ~~indebted~~ found in arrear and indebted he the said Jason Chapman in consideration thereof afterwards to wit on the day and year last aforesaid at the County of Union aforesaid undertook and then and there promised the said Daniel L to pay him the said last mentioned sum of money when he the said Jason should be thereunto afterwards requested Nevertheless the said Jason 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 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 he the said Jason afterwards to wit on the day and year last aforesaid at the County aforesaid was required and requested by the said Daniel L so to do But the the said Chapman to pay him the said sum hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Daniel L $.200.00 and therefore he sues &c W Lawrence Atty for plff

the Sheriff will take Security for his appearance in the Sum of $200 suit brot on a promisary Note given By Defendant Phelps to the plaintiff for the Sum of Seventy Dollars & $\frac{56}{100}$ on the 24 day of June 1824 and Due on the first of October next thereafter also for Money had & Received paid & Goods Sold and Delivered

W C Lawrence Atty for Plff

Union County Ohio

Silas Cricklow
vs
Sylvester Phelps
Assumpsit

Capias Ad Respondendum

Silas Cricklow Plff
vs
S Phelps
C. Warner Sheriff

Sylvester Phelps

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to take Sylvester Phelps if he may be found in your Ballwick and him safely keep so that you have his Body Before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of our next Term to answer unto Silas Winchel in a plea of the Case Damages — $150.00 and have you then Here this writ

Witness Joseph R. Swan Esqr President Judge of our Court of Common Pleas aforesaid this 9th day of Janys AD 1835

Silas G. Strong Clerk

Recorded

Silas Winchell
vs
Sylvester Phelps
& Bond
Filed Oct 21st 1835
Silas G Strong
Clk

Sylvester Phelps
Bond

Silas G.

Know all men By these presents that we Sylvester Phelps & Levi Phelps are held and firmly Bound unto Benjamin Sheriff of the County of Union in the Sum of one hundred and forty one dollars and forty one cents to Be paid to the Sheriff his executors administrators or Assigns for which payment well & truly to Be made we do hereby Jointly and Severally Bind ourselves our heirs executors & administrators Sealed with our Seals and Dated this 20th Day of Aug AD 1835

The condition of the Above Bond is Such that if the Above Bound Sylvester Phelps do appear Before the Court of Common pleas of the County of Union at the Court House in Said County on the ~~first Day of their~~ first Day of their next Term to answer to Silas Winchel in a plea of a pumpset Damages $200,00,0 then this obligation to Be void otherwise in full force and virtue of Law

Sylvester Phelps (Seal)

Aug 20th 1835 Levi Phelps (Seal)

Silas Winchel
vs } Case
Sylvester Phelps } Damages $.150.00

Clerk of the Court of Common Pleas
will issue a Capias Respondendum and the
the Sheriff will take security for his appearance in the sum of
$.200.
Suit Brought on a promissory note given by
defendant Phelps to the Plaintiff for the sum of
seventy dollars and $\frac{56}{100}$ on 24th day of June 1824
and due on the first of October next thereafter
also for money had and rec'd paid &c and
goods sold and delivered

W. C. Lamson
Atty for Plff

3 Ohio Ap.
Note
$70:56
6
423.36
11
4656.96
131
4787.96
70.56
118.43

For Value Recd I promise to pay Silas Winchel Seventy dollars and fifty six cents by the first of october next

June 24th 1824 Sylvester Phelps

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Jason Chapman to Be and appear Before the Honorable the Judges of the Court of Common Pleas of Union County forthwith to answer unto Daniel S Rupell in a plea of ~~Debt~~ Assumpsit Damages $150 and have you then there this writ

Witness Joseph R Swan Esq Chief Judge of our Court of Common Pleas of Union County this 22d day of October AD 1835

Silas G Strong Clerk

Suit Brot on written agreement Given by ~~Plaintiff~~ Defendant to plantiff on the Eighth day of December 1834 and an accompanying agreement from Lawrence Ashton to plantiff for $.125.00 the agreement on which this Suit is Brot is in the words and figures following to wit -

"I do agree to have the Above amount paid to D L Rupell on the Conditions above named out of the money Due to the Heirs of E.W. Lewis for the Land I now Live on should Said Rupell Require it Jas A Chapman

Wm Lawrence atty for pltff

Filed the 24th day of March 1835

Recorded

Plaintiff's Demand 90
Interest 10
Costs $1.70

Recd. 29 1835

Plaintiff's Demand 90
Interest 10
Costs $1.70

Received payment of the within Judgment

Jas A Chapman

Satisfied on Motion of Plaintiff
To pay the Costs Jany 29 1835
E Lewis

Dis'd by Execution Recd Dec 22nd 1836

Union County Court

Silas Winchell
vs Execution
Sylvester Phelps

Judgement	$118.43
Clerks fees	4.06
Shff fees	1.73
Docket fee	5.00
	129.22
Accrued to date	1.70

Int March 5th 1836

Money made
in full Dec 31st 1836
R Clarke Sheriff

Recd 124 $. 21 cents in full of this writ also 5 $. docket fee
W. C. Lawrence
atty for plaff

State of Ohio Union County ss
To the Sheriff of Union County Greeting
We command you that of the Goods
and Chattles in your Bailiwick of
Sylvester Phelps you cause
to be Levied the Sum of One Hundred & Twenty Nine
Dollars & Twenty two cents which by the Judgment
of our Court of Common Pleas in & for the County
of Union At the March Term thereof AD 1835
Silas Winchell Recovered Against the Said
Sylvester Phelps with Interest thereon from the 5
day of March 1836 untill paid and also the Sum
of $0 70 the Costs of Increas on Said Judgment
And the Accruing Costs and for want of Goods &
Chattles that you Cause the Same to be made of
the Lands and tenements in your Bailiwick of the
Said Sylvester Phelps and have that Money
before our Court of Common Pleas on the first
Day of their Next Term to render unto the Said
Silas Winchell — And have you then there
this Writ

Witness the Honorable Joseph R Swan
Esq President of Our Said Court at the Court
House this 17th day of Dec 1836

Silas G Strong Clerk

Union Com Pleas

Silas Mitchell

vs } Execution

Sylvester Phelps

Debt	$118.43
Docket fee	5.10
Clks fee	4.06
Sheff fee	1.73
This Writ	.35
	$129.47

Filed Octr 8 1836
S G Strong Clk

Received August 11th 1836
& Mitchell Sheriff

Defendants Stayed by order of Plaintiff Atty
C Wright Sheriff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Commaned you that of the Goods and Chattles of Sylvester Phelps Late of your Bailwick you Cause to be made the Sum of 118 Dollars and ~~Seventy~~ ~~Six~~ 43 Cents with Legal interest thereon from the 5 Day of March 1835 to be Computed at the rate of Six per Cent Per Annum untill paid and for want of goods and Chattles you cause to be made of the Lands tenements and hereditaments of the Said Sylvester Phelps the Said Sum of 118$ & 43 cents which Sum Silas Winchell Late in the Court of Common Pleas recovered against the Said Sylvester Phelps wherein he was Defendant as Appears to us of Record and that you have the Same before the Judges of the Court of Common Pleas at the Court House in Marysville on the first day of their next Term to render unto the Said Silas Winchel together with ten Dollars & 79 cents Costs Sum in expended and have you then there this Writ

Witness G R Swan President of our Court Aforesaid this 11 day of Aug 1836

Silas G Strong Clk

Civil/Domestic Case File
Case No. 1835-CV-0007

No. [illegible]

Union Common Pleas.

STATE OF OHIO

against

Aaron Mc Cluber

Defendant.

OCT TERM 1835

Judg. Vs. Defendant

$70 Costs

Journal No. 1 Page 346

Record No. 2 Page 466

Ex. Doc. 1 Page 56

Union Com Pleas

State of Ohio on Complaint
of Katharine Luckenbill
vs
Alva Macomber —

Replication —
Filed Oct 22d 1835
Silas G. Strong
Clk

Rec'd

State of Ohio on Complaint of Katharine Luckenbill vs Alva Macomber —

Union Com Pleas
Oct Term 1835 —

Replication ~~to Rule~~

And the said Katharine Luckenbill says that she, by reason of any thing by the said Alva Macomber in his second plea alleged ought not to be barred from having and maintaining her aforesaid action against the said Defendant. Because she says, that she did not accept or receive the said sum of money, and three notes in the plea mentioned or any or either of them, in full satisfaction ~~as the accord com~~ ~~promise or settlement of her claim, and the claim~~ and discharge of the said Complaint and the ~~of the said child, for the support and maintenance~~ ~~of~~ the said child — in manner and form as the said Alva Macomber hath alleged, and this she prays may be enquired of by the Country —

W. C. Lawrence atty for plff

And the said Alva doth the like.

J. V. Powell, defts atty

said notes were duly signed by the said John D. Arthur as surety for the said Alvy for the payment of the said notes; and the said Alvy avers that she the said Katharine then & there received of the said Alvy the said nine dollars cash on the ~~said~~ said notes so made as aforesaid in full satisfaction & discharge of the said complaint, and the maintenance of the said child. and this the said Alvy is ready to verify, wherefore the said Alvy prays judgment if the said Katharine ought ~~may not~~ further have or maintain her aforesaid prosecution against him &c.

F. W. Powell

Union Co. Pleas

The State of Ohio
of the complaint of
Katharine Sarkinghill

vs

Alvy Macumber

Plea &c

Filed Oct. 23rd 1835
Thos. G. Stone
Clerk

Recd

Union Com. Pleas October Term 1835.

State of Ohio on the complaint of
Katharine Buckingham

vs

Alvy Maccumber } Bastardy.

~~And the sid Alvy Maccumber by J. W. Powell his attorney comes and defends &c and says that he is not guilty in manner & form as the sid Katharine Buckingham has complained against him, and of this he puts himself upon the Country &c & the said Pltff doth the like.~~

~~And for a further plea in this behalf by leave of the Court &c. the sid Alvy~~

And says that the sid Katharine ought not to have or maintain or be permitted further to prosecute her said complaint against him because he says that heretofore, to wit, on the tenth day of June 1835, and before any prosecution in this behalf was commenced at Union County aforesid after the the sid Katharine was begot with Child as aforesid she the sid Katharine accorded, compromised & settled her claim ~~and the claim of the sid Child~~ for the support and maintenance of the sid Child, and then & there agreed with him the sid ~~Katharine~~ Alvy to accept and receive of him the sid Alvy nine dollars in cash, and notes for twenty seven dollars in three notes of nine dollars each, one note to be paid in one year, one note in two years and one in three years, with John D. Arthur as his surety in the sid notes, And the sid Alvy avers that he then & there paid to the sid Katharine the sid nine dollars in Cash and gave & delivered to her sid Katherine the sid three notes for nine dollars each, payable as aforesid which

~~And Alvy Maccumber was bound~~
And Catharine Lukenbill was bound in the sum of twenty Dollars to appear and give evidence

State of Ohio } I Christian Myers a justice of
Union County } the peace in and for the Township of Millcreek in the County and State aforesaid

do hereby certify that the above is a correct transcript of the proceedings before in the Cause aforesaid given under my hand and Seal this 26th day of Sept 1835

Christian Myers (Seal)

Lucy Lukenbill vs Wm Miller et al
Trans Cr Dt. 31
Filed Oct 27th 1835
Alex G Stump
Clk
1a

Recorded

The State of Ohio
on complaint of
Catharine Lukenbill
vs
Abry MacCumber

Bastardy

justice fees

Affidavit	25
Warrant - - -	25
Recognizance of party accused	25
recognizance of party complaining	25
Subpoena	12½
Constables fees	60
H Lukenbill for assistance	$2.00
Asa McBlond for assistance	$1.50
John McBlond for assistance	75

On the 24th day of Sept in the year 1835 Catharine Lukenbill an unmarried woman entered complaint under oath against Abry MacCumber the defendant setting forth that she the said complainant has been delivered of a ~~and that~~ child and that Abry MacCumber is the father of said child Where upon on the same day a warrant issued directed to McBlond constable of Union County and on the 26th day of Sept. 1835.. said constable made return as follows Served the writ by bringing the accused before C Myers a justice of the peace as commanded by said writ fees for service 25 cents fees for mileage 20 cents Henry Lukenbill for assistance in taking the accused and guarding and keeping two days fees $2..00 Asa McBlond for assistance two days in taking and guarding accused two days $1..50 cents John McBlond assisting one day 75 cents Subpoena issued for complainant which was served by reading fees ~~for mileage~~ 10 cents mileage 5 Sept.. 26th 1835

The accused and complainant both being present and complainant proposed to take the sum of two Hundred Dollars on her part which ~~being~~ the accused refused to comply with and ~~the~~ on hearing the defendant is required to give bail in the sum of four Hundred Dollars for his appearance on the first day of the next term of the court of Commonpleas for said County

Where upon the defendant and George Hensell and Volentin F Shover entered into bond accordingly - - -

Union Com Pleas

Catharine Lookingbill
vs } Bond
Alvan McCumber

Filed Oct 23d 1835
Silas G Strong
Clerk

8

Recd

Know all persons by these presents that we Alva Maccumber, Jeremiah Maccumber and Valentine F. Shover are indebted and firmly bound unto Katharine Sackinghill in the sum of ninety dollars.

Witness our hands & seals this 23rd day of October A.D. 1835.

The condition of this obligation is such that whereas the above named Alva Maccumber has this day been ordered ~~by the Court of~~ Common Pleas for the county of Union to file his bond in a case in the name of the State on the complaint of the said Katharine Sackinghill against the said Alva in bastardy, for the payment of the sum of forty five dollars in three equal annual instalments to the said Katharine, Now in case the said Alva Maccumber shall well & truly ~~pay~~ pay the said forty five dollars according to the tenor & effect of the said order of the said court then this obligation shall be void otherwise to be & remain in full force.

Alva Maccumber (Seal)

Attest Jeremiah Shover Clk
W W Steele Dep Clk

Jer. Maccumber (Seal)

Valentine F Shover (Seal)

Affidavit —
R Lukenbill
vs
Mary Mc. Cumber
pres - - - 25
Filed Oct 21st 1835
Silas G. Strong
Clk

No 7
Recorded

State of Ohio Union County ss
Personally came before me Christian Myers one of the justices of the peace in and for said County Katharine Luckenbill an unmarried woman of Mill creek Township in said County and made solemn oath that on the second day of August in the year 1835 she was delivered of a bastard child and that Alex. McCumber is the father of said child

Catharine Luckenbill

Subscribed and sworn to before me this 24th day of Sept. 1835 Christian Myers Justice of the peace

Examination
of Complainant
Filed Oct 21st 1835
Silas G Strong
Clk

Interrogatories

No 3

Recorded

Bastardy

Questions by justice — Catharine Lukenbill where do you live at this time

Answer — — — in Jerome Township Union County with the widow Harrison my Sister

Question by justice — when was your child born

Answer — — — — — on the Second day of August AD 1835

Question by justice — who is the father of your child

Answer — — — — — Abry Maccumber

Question by justice — how old are you Catharine

Answer — — — — Twenty two years old last June

Questions by defendant. When was your child conceived Miss Lukenbill

Answer — — — — on the 18th day of October in the year 1834

Question by defendant — where was you at the time your child was conceived at the widow Harrisons

Question by defendant — was it conceived in the house or not

Answer, it was conceived out doors near the widow Harrison's chimney

Question, was it in the night or day time

Answer, it was in the night

Question, what time of night do you think it took place

Answer — — I think it was not near day light

Given under my hand this 26th day of Sept. in the year 1835 — Christian Myers Justice of the peace

The examination of Catharine Lukenbill an unmarried woman resident in the County of Union upon her complaint of Bastardy against Abry MacCumber ~~taken before~~ taken before me the 24th day of Sept in the year 1835 — C Myers J P

On the tenthe day of June A.D. 1837
~~I/ we is~~ we or either of us do agree to
pay to Katharine Lewkinbill the
sum of Nine dollars if the said Katharine
Lewkinbill dose bring forth a child in
July 1835 and the said child shall live
untill the above date as witness our hands
this the tenth day of June 1835 Alex Macomber
John W Arthur

Twelve monts after date we or either of us do promis to pay to Kattarine Lewkinbill the sum of nine dollars if the said Kattarine dose bring forth a child in July. 1835 and and said child shall live one year as witness our hand June 10th 1835,

Alva Slocomber

John W Arthur

June the 10th 1835 Three years after date we or either of us promes to pay to Katharine Luckinbill the sum of nine Dollars if the said Luckinbill dose bring forth a child in July 1835 and the child shall live untill the first mentioned date as witness our hand Alva Allacomber

John W Arthur

The State of Ohio
on Complaint of
Catharine Lukenbill
Vs
Alex McClumber
a copy of the
Original
Warrant

Q Myers

State of Ohio } To any constable of said
Union County ss } county greeting
Whereas complaint has been made before me
one of the justices of the peace in and for
the county aforesaid upon the oath of Catha-
arine Lukenbill that she the said Catharine
has been delivered of a bastard child on
the second day of August in the year 1855
and setting forth that Alex Mc Cumber
late of the county of Delaware is the father
of said child These are therefore to
command you to take the said Alex M^c
Cumber if he be found in your County or
in any other County within this State
and take and safely keep the said Alex
Mc Cumber so that you have his body forthwith
before me to answer unto the said complaint
and be further dealt with according to law
given under my hand and seal this 24th
day of Sept 1855 Christian Myers
Justice of the Pe

Lucretia McCumber
Recognizance of
Complainant fee 25

Filed October 21st 1835
Silas G Strong
Clk

5

Recorded

State of Ohio Union County ss
Be it remembered that on the 26th day of Sept in the year 1835 Catharine Lukenbill appeared personally before me Christian Myers a justice of the peace in and for the county aforesaid and acknowledged herself to owe the State of Ohio the sum of twenty dollars to be levied of her goods and chattles lands and tenements if default be made in the condition following to wit
The condition of this recognizance is such that if the above bounden Catharine Lukenbill shall personally be and appear before the court of common pleas on the first day of the term thereof next to be holden for the County aforesaid to give ~~testimony~~ evidence and the truth to say touching such matters as shall then and there be required of her and not depart the court without leave then this recognizance shall be void otherwise it shall remain in full force and virtue in law
Catharine Lukenbill
Taken signed and acknowledged before me this 26th day of Sept 1835
Christian Myers Justice of the peace

Civil/Domestic Case File

Case No. 1835-CV-0008

No. 35-cv-8

Union Common Pleas Court.

Charles Cowles
Plaintiff,

AGAINST,

Wm Gabriel
Defendant.

MAR TERM, 1836

JUDGMENT VS DEFENDANT
$578 15

Journal 1 Page 253

Record No. 2 Page 521

Ex. Doc. 1 Page 39

Charles Cowles for &c

vs } Praecipe

William Gabriel

Filed Oct 22nd 1835

Silas G. Strong

Clerk

Charles Cowles for &c
vs
William Gabriel —

Assumpsit Damages $800 —

Issue a Summons against the Defendant returnable forthwith, Endorse suit brot on a promissory note given by Deft to plaintiff for the sum of four hundred and forty four dollars, payable four months after date and dated January 20th 1833 — also for goods sold & delivered money had & received &c

Oct 22nd 1835

Stanley & Gilbert
Plffs Atty —

To the Clerk of
Union Com Pleas —

E D Gabriel
Note
$4.44

Sued in Union Complas
Oct Term 1835. Damg $80.

$518.15

Four Months after date we or either of us promise to pay Charles Cowles or order the sum of four hundred and forty four Dollars without defalcation for value received as witness our hands and seal

January 20th 1833

Test
Jos C Inge

E. J. Salmee
William Gabriel

Charles Fowler for &c
v
E. L. & Mr Gabriel

} action pend to Oct T. 35
Take judgt for $578.15
against Mr Gabriel —

Union Com Pleas

Chas. Cowles for
&c

vs

Wm. Gabriel –

Filed Nov 7th 1835 –
S. G. Strong
Clerk
" " "

Filed

Union Com Pleas October Term A.D. 1835.

Charles Coules for &c Complains of William Galiee in a plea of assumpsit for that whereas the said William Galiee on the twentieth day of January eighteen hundred and thirty three at Union County aforesaid made his promissory note in writing and delivered the same to the said Charles Coules, and thereby promised to pay to the said Charles Coules or order four hundred and forty four dollars in four months after the date thereof, which period has now elapsed, and the said William Galiee then and there in consideration of the premises, promised to pay the amount of the said note to the said Charles Coules according to the tenor & effect thereof. Yet the said William Galiee hath disregarded his promises and hath not paid the said sum of money, or any part thereof, to the damage of the said plaintiff eight hundred dollars and therefore he brings suit &c

By Sterling & Gilbert
his attys.

Union Com Pleas

Charles Cowles for &c

vs } Summons

William Gabriel

Suit Brot on a promisary note Given by Defendant to plaintiff for four hundred and forty four dollars payable four Months after Date and Dated January 20th 1833 also for Goods sold and Delivered money Lad & Recd &

Oct 22d 1835

Starling Gilbert

I am Good for Cost

Mavis Wesson

Served on the within named William Gabriel by reading in his presence & hearing & handing him a Coppy of this writ

Service - 36

Milage - 24

Coppy - - 10

80

Ret. Mr 22 1835 C Wheat Sheriff

Due Served by

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to summons William Gabriel To appear Before our Court of Common Pleas of the County afore said at the Court House in said County forthwith to answer unto Charles Cowles in a plea of assumpsit Damages $800.. and have you then there this writ

Witness the Hon Joseph R Swan Esq Chief Judge of our Court of Common Pleas aforesaid this 22nd day of Oct AD 1835

Silas G Strong Clerk

Charles Charles for ye
use ye receiver for Exr
Mr Galuce

Charles Coyle for &c } Ludgt Union Com Pleas
vs } March Term 1836
William Gabriel }

Issue execution in this case returnable to next term against Defendant

June 27th 1836

Starling & Gilbert
Plff's Atty

Execution Recd 22nd Dec 1836 proceeded farther to search for goods and found none
Feb 1st 1837 Levied on the Farm now occupied by Wm Gabriel and caused the same Appraised by the Oaths of Wm Parkerson Norman Chapman and Andrew Hayes $2800,00
Lands not offered for Sale by there Widow forbearance
Levied March 26th 1837 R Clark Sheriff

Serv — 35
Call Surv 1,00
Mil — 25
1,60

Union Com Pleas

Charles Cowles
vs
Execution
Collinson Gabriel

Judgment	518,15
Costs fee —	3,02
Sheriff fee —	1,73
Docket fee	5,00
	527,90
Accuracy fee	,10

Filed March 29 1837
H Armstrong Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting.

We command you that of the goods and chattels in your Bailwick of William Gabriel you cause to be Levied the Sum of Five Hundred and Twenty Seven Dollars and Ninety Cents Which by the Judgement of Our Court of common Pleas in and for the County of Union at the March Term then of A D 1836 Charles Cowles - Recover against the said William Gabriel - with Interest thereon from the 3d day of March A D 1836 untill paid and also the Sum of Seventy cents the Costs of Increase on said Judgement & accruing Costs And for want of Goods & chattels that you cause the Same to be Levied of the Lands and Tenements of the said William Gabriel and Have that Money before Our Court of common Pleas on the 1st day of their next Term To Render unto the said Charles Cowles and Have you then there this writ

Witness the Honorable Joseph R Swan Prest of Our said Court at the Court House this 17th Day of Dec - 1836

Silas G Strong Clerk

Union Com Pleas

Charles Cowles

vs Execution

Wm Gabriel

Debt	$518..15
Sheriff fees	1 73
Clks fees	3 12=5
Docket fees	5.00.0
This Writ	35
	$528..25..5

Filed Octr 8 1836
J G Strong Clk

Received October 11 1836
This Execution 11 1836
C Bunce

No goods Chattels Lands or tenements found
whereon to levy Oct 6th 1836
Returned 26
C Bunce Sheriff

State of Ohio Union County }

To the Sheriff of Said County Greeting

We Command you that of the Goods and Chattles of Mr Gabriel you Cause to be made the Sum of $318.15 with Legal interest thereon to be Computed at the rate of Six per Cent per Annum untill paid and for want of Goods and Chattles you Cause to be made of the Lands tenements and hereditaments of the Said Mr Gabriel the Said Sum of Money which Said Sum Charles Cowles Sute in the Court of Common Pleas recovered against him as Appears to us of Record And have you the Said Sum of Before the Judges of the Court of Common Pleas at the Court House in Marysville on the first day of their next Term to render unto the Said Charles Cowles together with the further Sum of Nine Dollars and Seventy five Cents and five Mills Costs herein expended I have you then there this Writ

Witness J R Swan President of our Court aforesaid this 11th Day of Aug 1836

Silas G. Strong Clk

Civil/Domestic Case File

Case No. 1835-CV-0009

No. 35-cu-9

Union Common Pleas Court.

Anthony Courtright
Plaintiff,

AGAINST

Samuel Longman
Defendant.

OCT TERM. 1836

JUDGMENT VS DEFENDANT

#7 00

Journal 1 Page 286

Record No. Page

Ex. Doc. 1 Page 66

Anthony Overtonright

to

Saml Layman

Transcript

Filed Oct 22d 1835

Silas G Strong

Clk

Recorded

State of Ohio Union County SS

Anthony Cartright
vs
Samuel Layman

Action on the case damage under one hundred dollars this action Brought to recover damages of the defendant for failing to clear ten acres of Land according to contract on the ninth day of October 1835 Issued to William Beard constable of Perrone Township returned on the 16th on the same day Gilbert Smith appeared as agent for the plaintiff the parties all appeared and on hearing the testimony on both sides it is considered that the plaintiff pay the costs of suit from which judgment the said Anthony Cartright prayed an appeal to the Ct court of common pleas of Union County which was granted and whereupon the said Anthony Cartright entered into Recognizance accordingly to Law with Moses Mitchell for the prosecution his appeal to effect

costs & writes fee	
summons	12½
subpoena for three witnesses for plaintiff	20
subpoena for fee for the defendant	24½
swaring 4 witnesses	32
judgment	25
constables fee serving summons	10
subpoena on 3 witnesses	30
witnesses fee	
B Milligan	50
D. Layman 1	50
J Davis	50
J Bughman	50
I Woolf	50
Gilbert Smith 1	50
B March 1	50
J Cartright 1	50
writes fee $1.	18
constables fee	40
witnesses fee 4.	00
this writ	31½
Recognizence	25

James Buck acting Justice of the Peace of the Township of Perrone and County aforesaid do hereby certify that the foregoing are the proceedings and judgment had before me in said suit. Given under my hand and seal this 19th day of October 1835 JB

James Buck
Justice of the peace

Bill
Cortright
v.
Layman

Filed Oct 22d 1835
Silas D. Strong
Clk

Union

File

Samuell ~~Ko~~ Laymon
Dr to Anthony Cottright for failing
to clear tenn acres of land according to
contract thirty Dollars Oct the -4-1835

Witness on the above Case
gilbert Smith
benjamin marsh
John Cottright

Union Com Pltff

Anthony Cotrytto

Saml. Layman

Asst

Filed April 1st 1836

J G Strong

Clk

Recorded

Copied

The State of Ohio
Union County } Court of Common Pleas of the term of October
A.D. 1835.

This cause was appealed from the decision of a justice of the peace in and for the county of Union. And thereupon Anthony Cartright complains of Samuel Laymon of a plea of Assumpsit &c. For that whereas the said Samuel Laymon on the 27th day of December in the year of our Lord 1834 at the county aforesaid made his certain note in writing and delivered the same to the said Anthony Cartright and thereby for value received promised to pay to the said Anthony Cartright the sum of forty five dollars in chopping of land at four dollars fifty cents per acre to be grubbed out and chopped off to lighten in chop and burn including the burning of the brush and chopping up the logs for heaping also three wheat in sundale fence rails to be cut out in eleven feet length all to be done in good order against the first of May then next which period has long since elapsed and altho the said Cartright has the land ready at all times before the first of May last past as aforesaid & not yet the said Samuel Laymon and not pay said Cartright said forty five dollars in chopping or any part thereof land at four dollars ~~and~~ fifty cents per acre nor hath he at any time before or since chopped said land or any part thereof for said Cartright. Also for that whereas the said Samuel Laymon afterwards to wit on the 17th day of August in the year of our Lord one thousand eight hundred and thirty five at Union County aforesaid made by promissory note in writing and delivered the same to the said Anthony Cartright and thereby then & there for value received promised to pay to the said Anthony Cartright the just sum of Ten dollars in forty days after the date thereof which period is now elapsed and the said Samuel Laymon then & there in consideration of the premises promised to pay the amount of said note to the said Anthony Cartright according to the tenor & effect thereof yet the said Samuel Laymon hath disregarded his said promise and hath not paid the said sum of money or any part thereof to the said Anthony.

Also for that whereas afterwards the said Samuel Laymon to wit on the 17th day of April in the year last aforesaid in consideration that the said Anthony Cartright had paid said Laymon a large sum of money to wit the sum of fifty five dollars by the said Samuel Laymon then and there undertook and faithfully promised the said Anthony Cartright

that he the said Lagrange would clear off his ley of ground. That he the said Anthony ready for the plow eight days thereafter which he would by long since declared and although the said Anthony has the said ley of ground then & there ready to be clear off ready for the plow eight the said Samuel Lagrange and not clear off said ley of ground for since the said Anthony eight days ready for the plow nor any part thereof and hath he at any time since clear off said ley of ground ready for the plow or any part thereof but hath hitherto wholly neglected and refused so to do and does neglect and refuse. For the damage of the said Anthony Cartright Ninety-five dollars & costs of suit &c

By G. D. W.

Ly atty.

Minor Com' Pleas

John Layman

vs

Summons

Anthony Contrey

Filed Nov 8 1836

A G Strong Clk

Same as the latter name

Jesse Hall Garnishee

Harper Bear Layman Same

Assad . Same 10

Mesne 75

G Hart Sam 9

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons James Buchanan Benjm Milligan David Layman Israel Wolf

to appear before the Honorable Judges of the Court of Common Pleas on the 1st day of their next Term to Testify in a certain Matter pending wherein Layman is plaintiff & Anthony Countright Deft and this they shall in no wise omit under the Penalty of One hundred Dollars & have you then there this writ

Witness I R Swan Esqr Presid of our said Court this 3d day October 1836

S G Strong Clk

Michigan Circuit Court
Anthony Courtright
vs
Isaac Lyman

Filed Oct 11 1836
G. Strong Clk

Served Oct 11 1836 by reading
to Lyman
Milam
Deputy Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting
We Command you to Summons Gilbert
Smith Benjn Marsh John Coulright to
be and Appear forthwith before the
Honorable Judges of the Court of Common
Plea at the Court House in Marysville
To testify in the Case of Coultright vs
Laymann & this they shall in no wise
Omit Under the Penalty of One hundred
Dollars & have you then there this writ
Witness J R Swan President
of our said Court this
10 day Oct 1836

J G Strong Clk

by Said promises & hath not paid the Said Sum of money or any part thereof to the Said Anthony also for that whereas afterwards the Said Samuel Layman to wit on the 17th day of April in the year Last aforesaid in consideration that the Said Anthony Countright had paid Said Layman a Large Sum of money to wit the Sum of fifty five dollars he the Said Samuel Layman then and there undertook and faithfully promised him the Said Anthony Countright that he the Said Layman would Clear off ten acres of Ground for him the Said Anthony ready for the plow in eight days thereafter which period has Long Since elapsed and although the Said Anthony had the Said ten acres of Ground then and there ready to be Cleared off already for the plow yet the Said Samuel Layman did not clear off Said ten acres of Ground for him the Said Anthony in eight days ready for the plow ~~yet the Said Samuel Layman did not Clear of Said ten acres of Ground~~ or any part thereof nor hath he at any time Since Cleared off Said ten acres ready for the plow or any part thereof but hath hitherto wholly neglected and refused So to do & still does neglect & refuse to the damage of the Said Anthony Countright Ninety five dollars & therefore he Brings Suit &c

By J. Swan his atty

Union Com Pl. 03

Anthony Countright
vs
Samuel Layman

Copy

The State of Ohio } Court of Common Pleas of the Term
Union County } of October AD 1835

This cause was appealed from the ~~decision~~ of a Justice of the peace in & for the County of Union & thereupon Anthony Countright complains of Samuel Layman of a plea of Apumpsit for that whereas the Said Samuel Layman on the 27th day of December in the year of our Lord 1834 at the County aforesaid made his certain note in writing and delivered the Same to anthony Countright and thereby for value Recied promise to pay to the Said Anthony Countright the Sum of forty five dollars in claims of Land at at four dollars & fifty cents per Acre to be Grubbed out & Chopped off to 18 inches and under including the burning of the Brush and Chopping off the Longe for heasing also that which is Suitable for Rails to be cut out in eleven foot Length also to be done in good erur against the 1st of May then next which period has Long Since elapsed & although the Said Countright had the Land ready before the first of May after the Said Contract & note yet the Said Samuel Layman did not pay Said Countright Said forty five dollars or Clearing or any part thereof land at four dollars & fifty cents per acre nor hath he at any time before or Since cleared Said Land or any part thereof for Dn Countright also for that whereas the Said Samuel Layman afterwards to wit on the 17 day of August in the year of our Lord One thousand Eight hundred and thirty five at Union County aforesaid made his promissary note in writing & delivered the Same to the Said Anthony Countright & thereby then and there for value Recied promise to pay to the Said Anthony Countright the just Sum of ten dollars in forty days after the date thereof which period is now elapsed and the Said Samuel Layman then and there in Consideration of the premises promise to pay the Amount of Said note to the Said Anthony Countright according to the tenor and effect thereof yet the Said Samuel Layman hath disregard

Union County Court of Comn Pleas Oct
term 1886

Samuel Sayman
vs
Anthony Courtright

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

W C Lawrence Atty for Dft

The Plaintiff will take notice that on the hearing
and trial of the above cause the defendant will
insist upon and prove that said writing declared
upon by the plaintiff in this case was by agreement
between the parties to be discharged by work and
labor by Dft for plaintiff in clearing land to
the amt of ten acres that defendant was to do
the work by the the first day of May then next
following the execution of said agreement if plain
tiff showed stake of the ground so to be cleared in
time to allow defendant time sufficient to perform
the labor. that plaintiff did not stake off the ground
untill July next after the work was to have been
done that defendant then finished said work

so soon thereafter as possible all but a few days work when plaintiff and defendant accounted together and for the balance of the work not done by Dft Defendant agreed to pay plaintiff the sum of ten dollars which sum Dft afterward and before the commencement of this suit paid plaintiff in full discharge of all claims held by plaintiff on defendant either for debt or damages arising from said contract and was then and there and there by wholly discharged from all obligation arising under said agreement or writing obligatory

W C Lawrence
Atty Dft

ans

Rec

Anthony Courtright

To Samuel Layman Dr

To Clearing 10 Acres of Land in 1835	$45.00
To Cash paid J. Buck Esq. Oct. 9th 1835	10.00
	$55.00

Benjamin Marsh 7 3/4 days at 6s 3/4 p day

Stephen hill 3d to 8 1/2 days at 6s 3/4 p day

Jacob wolf 3 days at 6s 3/4 p day

michael hill 6 1/2 at 50 p day

John hill 1 day at 6s 3/4

7 3/4
8 1/2

15
6
9
15

7 3/4
8 1/2
3
19 1/4
10
20 1/4

6

7 3/4
8 1/2
6 1/2
1
1
2 60 3/4

6s 3/4
50
683

12,25
15
1240

Sam.l Samar
State 1845

Joan Murby to make Struggles

For value received I promise
to pay anthony cortright
the sum of forty five Dolars
in clearing of land ~~at~~ at four
Dollars and fifty cents per acre
to be grubed out and chopped of
to eighteen inches and under
including the burning of
the brush and chopping up the
logges for heaping also that
ditch is suitable for rails to be
cut in twenty feet length
all to be done in good order
against the first of may next
December the 27 - 1834

Witness
Gilbert Smith

Samuel his x mark Layman

Mr. Siles. G. Strong
Marysville Union County.
Ohio

pd Fwd. } Mr Robert Andrews

Sullivant
v
Sagar

Darby Creek Feby. 17th. 1831

Dear Sir I write you a few [illegible] Inform you that I send onto you
The Depositions of Frederick Sager, [illegible] Low and David Chapman all Enclosed
with the Notice and your Certifycate, and Sealed up together — By Robert Andrew —
which he will Deliver safe to you I Expect, The Depositions are in the Case Depending
Between George Sager pltff vs William S Sullevent and others Deft's } I send you a Bill
of my fees which if you please you will Tax the Bill of Costs and Collect them for me, and
and in So Doing you will oblige yours — — — David Mitchell Sr

In the Case Depending Between George Sager pltff vs Willm. S Sullevent and others
my fees is as Follows Viz — — —

For Swareing first Witness	4 Cents
For Deposition four Hundred words	40
for makeing Certifycate Thereon ..	10
for Swareing Second witness ..	4
for Deposition Three hundred and Ten Wo	31
for makeing Certifycate Thereon ..	10
for Swareing the Third witness ..	4
for Deposition Two hundred & fifty words	25
for makeing Certifycate Thereon ..	10
Total —	$1,38

To Siles. G. Strong Clerk Union County

January 11th 1837 Levied within the within
Execution on one Bay Horse one Black Mare
& three Cows, and took Bond for Delivery
on the 11th Day of Feb next

28.43
88,7
19901
8429
104181

2843
47
19901
2843
38891

4265
48
4313

Union Com Pleas

Anthony Courtwright
vs Execution
Saml Layman

Judgment Debt &	7,00
Clerks fee - -	6,51
Sheff Ufr - - -	3,50
Witnesses - - -	12,50
Jury fee - - -	6,00
Swan Docket fee	5,00
Cont. Board -	40
Justice & Bach	1,75
	$42,65

Int on 28.43. from
Oct 11 until fee —

Money made in full
R Clark Sheriff

Dec p 14 Execution Rec'd Dec 22d 1836

Rec'd of R Clark Sheriff three Dollars
Judgment Debt & Six Dollars for
Sheff fees
Wm Wright

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 Samual Layman
the Sum of Twenty Eight
Dollars & forty ~~three cents~~ ½ cents which
by the Judgement of our Court of Common Pleas
within and for the County of Union at the Oct.
Term thereof AD 1836 Anthony Courcoright
Recovered Against the Said Samual Layman
with Interest thereon from the 11th Oct 1836 untill
Paid and also the Sum of $ 14.22 5 the costs
of Increase on Said Judgement and the acrueing
costs and for Want of Goods and Chattles that you
Cause the Same to be Levied of the Lands & Tenements
in your Bailwick of the Said Samual Layman
And have you that Money before our Court of Common
Pleas on the first Day of their next Term
to render unto the Said Anthony Courcoright
and have you then there this writ - - - - -

Witness the Honorable Joseph R Swan President of
our Said Court at the Courthouse the 16th Day of Decr
AD 1836

Attest Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1835-CV-0010

No. 35-CV-10

Union Common Pleas Court.

Lamb Smith & Co
Plaintiff,

AGAINST

Hezekiah Burdick
Defendant.

MAR TERM. 1836

JUDGMENT VS DEFENDANT

$311 25

Journal 1 Page 256

Record No. 2 Page 526

Ex. Doc. 1 Page 67

Minor Comth Pleas

Lamb Smith & Co

vs Debt $300. Dam $100.

N. Burdick et al

Pl.

C. Smith Pl. Atty

Filed October 22nd 1835.

Silas D. Strong

Clk

Recorded

225

225

225

Reuben Lamb - Solomon Smith
& Henry Lamb - Merchants trading
under the firm of
Lamb, Smith & Co -

vs

Nathan Burdick
John Calloway
John P Brooklyn
Henry Swartz

Debt - $300 - Damages $100 -

~~Capias Ad respondendum~~
Issue a ~~Summons~~ returnable
forthwith - Indorse" Suit
brot on Single Bill under
Seal given by Defts to
Pffs - for $300 - dated
15th January 1835 - due
Six Months from date -

Also for goods Sold &c -

To the Clerk of Mun Com" Pleas

October 22nd - AD 1835 -

Charles Sweater Atty for Pffs

~~Hold to bail in the Sum of 600~~
~~C. S. Pf Atty~~

Suit Brot on Single Bill under Seal Given by Defts to pltffs for $300. Dated 15th January 1835 Due Six months after Date also for Goods Sold &c

Octr 22d AD 1835 Charles Switzer atty for Pltffs

Union Com Pleas

Lamb Smith & Co

vs Summons

vs Hezekiah Burdick And Others —

Filed Octr 22d 1835

Recorded

I am Good for Costs Octobr 22 1835

Mains Wason

I hereby authorise & deputise Warren Frank to Serve the within Summons Octr 22 1835 — C Winnett Sheff

Served on the within named Hezekiah Burdett & Henry Sweitzer John Calaway John Bradham by Coppy of this Writ

Service $0

4 Coppys — 60.

Mileage — — $1 —

$2 —

Wm H. Frank for C Winnett Sherf

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to summon Hezekiah Burdick John Calloway John P Brookins Henry Swartz to appear forthwith Before the Honorable the Judges of the Court of Common Pleas at the Court House in said County to answer unto Saml. Smith & Co in a plea of Debt $300. Damages $100. and have you then there this writ

Witness Joseph K Swan Esqr Clerk Judge of our Court of Common Pleas this 22nd day of October AD 1835

Silas G. Strong

J. Burdick & al

Note

$300.00

Suit brot October

22. 1835

in Union Co.

Value Received, we or either of us promise to pay Samb. Smith & Co. or order Three Hundred dollars — cents, in six months from date. Witness our hands & seals this 15. day of January 1835.

$300.00

Shiye Burdick (Seal)
John Callaway (Seal)

John D. Brookins (Seal)
Henry Swartz (Seal)

Union Com.th Plaint.

Lamb. Smith & Co

vs. Debt $300. Dam $100.

M. Burdett et al

Narr.

Charles Sweetser Pltffs Atty

Filed October 23rd

1835, Silas G Strong

Clerk

Recorded

Union County SS — Union Comn Pleas — October Term 1835.

Reuben Lamb Solomon Smith & Henry Lamb — Merchants trading under the firm of Lamb, Smith & Co — Complains of Hezekiah Burdick, John Calloway, John P. Brookins & Henry Swartz in a plea of Debt —

for that whereas the said Burdick, Calloway, Brookings and Swartz — on the 15th day of January A.D. 1835 — at Delaware — to wit at Union County, Ohio — Made their certain writing Obligatory of that date, sealed with their seals (and now here to the Court shown) and then and there delivered the same to the said R Lamb, S. Smith & H Lamb — Merchants as aforesaid — and thereby then and there bound themselves to pay to the said R Lamb, S. Smith & H Lamb — in the name of their said firm — or to their order three hundred dollars — in six months after the date thereof, which period has now elapsed

And the said Burdick, Calloway, Brookins & Swartz — on the first day of January — at Union County Ohio were indebted to the said R Lamb, S. Smith & Henry Lamb in the name of their said firm of Lamb Smith & Co in $400 — for the price and value of goods bargained and sold by the plaintiffs to the defendants at their request

Yet the said H. Burdick, J. Calloway, J.P. Brookins — and H. Swartz hath not paid the said several sums of Money nor, either of them, nor any part thereof &c —

to the damage of the said R Lamb Smith & Co — Debt $300 — Damages $100 — And thereupon they bring Suit &c

By Charles Sweton their atty

Profert of single Bill declared upon —

"Value Received, we or either of us promise to pay Lamb Smith & Co or order Three hundred dollars Cents in six months from date, witness our hands and seals this 15th day of January — 1835 —

$300 "

Hez Burdick {Seal}
John Calloway {Seal}
John P. Brookins {Seal}
Henry Swartz {Seal}

Marion Cont. Plas.

Lamb Smith Ads

vs

Hezr. Burchett Ads

Filed March 4

1836.

Lamb Smith & Co
vs
Hyp Burdick

Union Court of Pleas - Trespass
Term 1836

Issue an Execution
in this Cause forthwith returnable to
next Term - March 4th - 1836
To S. G. Strong Clerk of Union Court Pleas

By C. Smith Pltff Atty

Lamb Smith & Co

by

Thos Pounder & Co

Journal Entry

C. Stetson

March Term

1836

5 March

1836

E

567
09
0471
75

0471
44
55

75 75
44

Reuben Lamb Solomon Smith & Henry Lamb Merchants trading under the firm of Lamb Smith & Co

vs

Hezo Burdick
John Calloway
John P. Brooking &
Henry Swartz

Union Court Plus
In debt.

This day came the said Reuben Lamb Solomon Smith & Henry Lamb Merchants trading under the firm of Lamb Smith & Co by C. Smith their Attorney - and the said Hezo Burdick John Calloway John P. Brooking & Henry Swartz, though solemnly called came not but made default, whereupon it is considered that the said Lamb Smith & Co ought to recover their debt against the said defendants, and their damages by reason of the detention thereof. And thereupon hearing of the parties requiring a jury, and the Court being fully advised in the premises do find that the said defendants do owe the Lamb Smith & Co the sum of $300. dollars and do assess their damages by reason of the detention thereof to $11.25cts Therefore it is considered that the said Lamb Smith & Co recover of the said Hezo Burdick John Calloway John P. Brooking & Henry Swartz the said sum of $300 the debt aforesaid, and the said sum of $11.25 dollars their damages aforesaid, and also their costs in this behalf expended taxed to $ dollars

State of Ohio } We the undersigned freeholders & residents of the
Union County } County of Union having been summoned and sworn
by J B Smith Deputy for Calvin Wright Sheriff of the County aforesaid
impartially to appraise the Tracts or parcels of land taken in
Execution in a cause wherein Lamb Smith & Co is Plantiff and
Hezekiah Burdick is defendant which tracts or lots of land
is bounded and described as follows to wit Lots No 99 67 & 66
in the Town of Richwood together with all and singular
the hereditaments thereunto belonging or in any wise appertaining did on the 2 day of May AD 1836 on actual view
and examination of said lots of land estimate and appraise
the value thereof in Money at the sum of fifty dollars for
Lots No. 66 & 67 and lot No 99 we value at $100 one hundred
dollars

Given under our hands and seals the 2
day of May AD 1836

Wm Sunpleff
Wm Barkwell
David Hank

I the Subscriber Deputy for Calvin Winget Sheriff of Union County do Certify that the within named appraisers are each and all of them respectable disentested Freeholders residents in the County of Union and were by me summoned and sworn impartially to appraise the lots of land within discribed Levied on as the property of Hezekiah Rudick in the case within mentioned May 2 1836

P B Smith Deputy for
Calvin Winget Sheriff

Recorded

Recieved this Execution June 28th A.D. 1836 — C. Winn Sh'f

Union Com Plas

David Smith vs
A. J. Execution
Mary Burdick et al

Debt — —	$300 —
Costs — —	11 25
	311 25
Int from date 3d 1836 —	
This costs — —	35
June 36	
Credit by money —	
made June 9th 1836	
Dr Bal — — —	65.75
One fourth cost —	

Agreeable to the command of the within writ I did on the 22d of July Levy on the following described property as the property of A. Brunden one Brownmare, 1 Cow 2 heifers 1 fancy Clock 1 Saw 2 kettles one Rifle gunn one stave 1 pair Patent Scales one Bureau and after advertising as the law directed on the 3 day of Sept between the hours of 10 and 4 Proceed to sell said Goods,

The Brown Mare for the sum of $25.00

one Cow — —	$6.12c		6 12
one Heifer	6 12	To James Burdick	6 12
and Do — —	4 12c		4 12
one Clock —	9 12	half amount	$49,50

one Saw to John Rene for the sum of $4.00
one Kettle to James Bell for — — — — — 3 25
one Do Wm Weller for — — — — 1 12
one Rifle Gunn to Weller for 6.37c
one Stave for $12. } L. H. Warling 13.00
one Pair Patent Scales for $31,
one Bureau to David Hank 11 00
Whole amount Brut down — — — — — $1.25

Offered the in Late in the Town of Richwood No 66,67,68 Held on former Execution October the 10, 1835
Not Sold for want of bidders

Sheriff Fees

2 levys — — — —	60
Milage — — — — —	180
Advertising — —	1.62c
Printers Fees — —	200
Poundage — — —	16c
	$7.16

C. Winn Sheriff

Recd of C. Wright Sheriff Seventy five dollars & ten Cents Amt. in full on this Execution October 18th 1836

C. Smutzer Pltffs Atty

State of Ohio Union County ss

To the Sheriff of said County Greeting
We command you that you cause to be levied of
this goods and chattels in your Bailiwick of Hezekiah Bundick John Calloway Henry Swartz & John B Brookins the sum of Three Hundred and Eleven Dollars and Twenty five cents ($311.25) which by the Judgement of our court of common Pleas within and for the county of Union at the March Term thereof A D 1836 Lamb, Smith, & Co Recovered against the said Bundick Calloway Swartz & Brookins with interest thereon from the above date untill paid to wit & from the 3d Day of March 1836 And also the further sum of Eleven Dollars the costs of Increase on said Judgement and also the accruing cost And for want of Goods and chattels that you cause the same to be levied of Land and tenements in your Bailiwick of the said Bundick Calloway Swartz & Brookins and that you Have the Money before our said Court of common Pleas on the 1st Day of the Next Ter of this court to render unto the said Lamb, Smith & Co - and Now then there this writ

Witness the Honorable Joseph R. Swan. President of our said court at the court House in Marysville this 28th Day of June A D 1836

Attest Silas G Strong clk -

Dan'l Hall

Execution received Oct 16th 1836
proceeded with out delay to
search for Goods & Chattles
and found none whereon to
Levy.

R Clarke
Sheriff

See 7th Levied on in Lots No 66-67-&99
in the Town of Richmond and caused
the same Appraised by the Oaths
of Philip Reamer David Hauck &
Wm Philips at No 66-$16,50 No 67-$16,50
No 99-$75,00 and Advertised the Sale
in the Ohio State Journal a newspaper
of which is hereunto annexed and also
and also by posting five written advertise
ments in the County two in the Township
of York and one on the door of the Courthouse
and proceeded to sell said Lots agreable
to said Advertisements to Henry Sowers
at the following sums to wit

Lot No 66 at $16,50
Lot No 67 at $16,25
Lot No 99 at $75,00
107,75

R Clarke Sheriff

Paid 31st 1837 Received on the within Execution

Franklin County Ohio
March 2nd 1837 — Received of R Clark Sheriff
R Clark One hundred & fifty dollars — $150,00
Wm Phillips

Claim against Yoe

7

A Bumgardner
J P Robinson
H Lewis
J Bollinger

Sundry Acc 3.12
Blum 18.52
31.85

Pd J Sowers 70
31.95

Oct 31

Pd J Dunn 27 — 1836 $65.75
Oct 10 — 75.10

Cash 80
Lib. supreme 3.00
Cyp supreme 3.00
Sumner 3.00
Ab. Lincoln 1.62½
Walker 1.25
Stanton 1.50
$12.87½

Cash Sheriff
R Clark Sheriff

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We Command you that you cause to be Levied of the goods & Chattels in your Bailiwick of Hezekiah Burdick John S Brookins Henry Swartz & John Calloway the Sum of Three Hundred Dollars Debt & Eleven Dollars 25/100 Damages $311 25 With Legal Interest thereon to be computed at the Rate of Six per Cent per Annum from the 3d Day of March 1836 Untill paid which Sum the Said Lamb & Smith &c Recovered against the Said Burdick Calloway Brookins & Swartz And also the further Sum of Seventy cents the costs of Increase And for want of Goods & Chattels you cause the Same to be Levied of the Lands & tenements of the Said Burdick Calloway Brookins & Swartz And that you Have the Money before the Hon the court of Comn Pleas at the next Sessions thereof to Render unto the Said Lamb Smith &c & How you then there this writ

Witness I R Swan Esq President of our Said Court at the court House this 15th Day of Oct 1836

Silas G Strong Clk

T. A. LAPHAM.

BY virtue of an execution to me directed from the Court of Common Pleas of Union county, I will offer at public sale, at the door of the Court House in the town of Marysville, in said county, on the 29th day of March next, between the hours of 10 o'clock, A. M., and 4 o'clock, P. M., of said day, the following real estate, to wit: In-lot No. 66, in the town of Richwood, in said county; also, inlot No. 67, in said town of Richwood; also, in-lot No. 99, in said town of Richwood, on which is the Store House now occupied by Swartz & Brashins. The above described lots taken in execution as the property of Hezekiah Burdick, at the suit of Lamb, Smith & Co.

Marysville, Feb. 24..4w. R. CLARK, Sheriff U. C.

The State of Ohio, Franklin County:

Chas. Scott being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, a newspaper in general circulation in the county of Union, four consecutive weeks, from and after the 24th day of February 1837

Chas Scott

Sworn to, and subscribed, before me, this 27 day of March 1837.

Thos. Wood *Justice of the Peace, in and for said County.*

Printer's Fees, $ 1.25
This affidavit, 25

99 75 00
67 16.25
66 16 50
107 75
96 00
11 75

Rec'd 96,00

Union Com. Pleas

Lamb Smith & Co
vs } fi fa
Hezekiah Burdick et als

Judgt	$ 311.25
Defendts costs	5.00
Costs	35
	$316.60
accompanying	3.10
Credits	319.70

June 29th 1836	$ 65.00
Octobr 11: 1836	75.00
March 31: 1837	154.00
	$294.00

Money made
June 16th 1837
R Clark Sheriff

Serv	80
Mil	75
Poundage	88
	2.43

June 37

45.06

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you as oftentimes heretofore we have commanded that you cause to be levied of the goods and chattels in your bailiwick of Hezekiah Burdick John Calloway John P. Brookins and Henry Swartz the sum of Three hundred and sixteen Dollars and twenty five cents which by the Judgment of our Court of Common Pleas within and for the County of Union at the March term thereof 1836 Lamb Smith and Co recovered of the said Hezekiah Burdick John Calloway John P. Brookins and Henry Swartz with interest thereon from March 3d 1836 until paid. likewise the further sum of $3.10. costs of increase together with the accruing costs, and for want of goods and chattels that you cause the same to be levied of the lands and tenements of the said Hezekiah Burdick John Calloway John P. Brookins and Henry Swartz in your bailiwick and have that money our Court of Common Pleas on the first day of their next term to render unto the said Lamb. Smith & Co and have you then there this writ

Witness J. H. Swan President Judge of our said Court of Common Pleas this 15th day of June 1837

James H. Gill Clerk

Lamb Smith &c

vs

Hezr Bundick et al

Debt in Minor Court Plea.

Issue an execution in this Cause and Endorse the same Credits that are Endorsed on the Cause that was returned to this term.

June 2nd 1837.

To the Clerk of Minor Court Plea

C. Scarborough Deputy

Samuel Worstall – I saw the trade when I came.
Antipa – of the delivery – of the gun. P. Colt

Old Man, Aldrich Confirmed the above statement – and Conder
= tion of the Man and Colt,

C

Union Com pleas

Daniel Smith &c
vs
Precipe

H Burdick et al

Filed March 13th 1837
D G Deming

Lamb. Smith & Co
vs
Stephen Burdick
John Calloway
John P. Brooks Rins
& Henry Lovarg —

Ind. March Term

The Clerk will issue a Capias ad satisfaciendum ~~for the balance due on this Ind.~~ in this Cause and endorse the payments —

Fourteenth — March 2nd 1837 —

To the Clerk of Macon Comty Plas —

C. Smutan Pltffs atty

Ind. for $311-25 March 3rd 1836

June 29-1836 $65.00
October 11-1836 75.00
April 2. 1837 154.00

65.
Credits on Ca. Sa.

Union Com pleas

Samb Smith & Co
vs } Ca. Sa
A Bundick et al

March 37

Judgt $311.25

Credits

June 29. 1836 $65.00
Oct 11. 1836 75.00
March 31. 1837 154 00
$294.00

accruing costs $1.05

490
4200

3948

This writ rec'd March 24th 1837
not found
May 30th 1837 R Clark Sheriff

Fees
Mileage 50
1,25

State of Ohio Union County ss

To the Sheriff of said county Greeting
We command you that you take Hezekiah Burdick John Calloway John P Brookins & Henry Swartz if they shall be found in your Bailiwick and him safely keep so that you have their Body ss Before our Court of common pleas within and for the said County of Union forthwith To satisfy Lamb Smith & Co for the sum of Three hundred and Eleven Dollars & twenty five cents which by the Judgement of our said Court at the March Term Thereof AD 1836 the said Lamb Smith & Co recovered against the said Hez Burdick John Calloway John P Brookins & Henry Swartz with interest thereon from the third day of March 1836 untill paid and have you then there this Writ Witness J K Swan President of said Court this 31st day of March AD 1837.

Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1835-CV-0011

Mun Com Pleas

Daniel L Rupell
vs Execution
Jason Chapman

Judgment	$103.47
Sheff Fee	2.04
Clks fee	3.17.5
Docket fee	5.00
this writ	.35
	$114.02.5

Recd the within execution of C Winget in full of Judgment and Docket fee
W Lawrence
Oct 22nd 1836 Atty for

1.00
3.25
2.00
5.25

Received the within execution 18 1836 Money received in full
Fees - $1.00
Pundage 2.25
$ Wm S Shenff

Rec 18 1836

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that of the Goods & Chattles of Jason Chapman late of your Bailiwick you Cause the sum of 103 Dollars & 57 Cents to be made together with Legal interest thereon to be computed at the rate of Six per Centum pr Annum from the 11th day of Octr 1836 untill paid & for want of Goods & Chattles you Cause the same to be made of the Lands & tenements of the said Jason Chapman which said Sum Daniel L Rupell late in our Court of Common Pleas Recovered of him & have you the Money before the Honorable Judges of the Court of Common Pleas at the Court House in Marysvill together with the further sum of ten Dollars twenty One Cents & 5 Mills Costs herein expended to render unto the said Daniel L the said 103 57 & have you then there this writ

Witness J R S man President of Court aforesaid this 18th Day of Octr 1836

J G Strong Clk

Oct Oct
Jan 1836

Recd on the within 30 dollars April 23rd 1836
of L Ashton

W. C. Lawrence
for Russell

Due 103,47

125
6
2) 750
2) 375
187½
562½
1-78
11.32

45
6
2570
2805
562
8 44
100
~~6.42~~

576
562
7 87
95
103 47

Having this day bought of Daniel L Russell two Horses amounting in value to one hundred and twenty five dollars I do hereby agree to let said Russell have credit for One hundred and twenty five dollars Should he choose to join me in the purchase and pay mine of certain Land which I have a prospect of buying when I go to Virginia if I should succeed in such purchase of Land in time to suit said Russell 20th the first day of June next and if said Russell should decline joining me in the purchase of Land I do hereby authorise said Russell to Receive and collect the amount of One hundred and twenty five dollars out of the Money due to me by Jason Chapman Nelson Randal and David L Allen who shall have credit on their bond for the amount which they may pay to said Russell not exceeding the amount herein above named given under My hand and seal this 8th day of December 1834 Laurence Ashton (Seal)

agree for Lewis heirs

~~Witness~~

I do agree to have the above amount paid D L Russell on the conditions above named out of the money due to the heirs of G W Lewis for the Land I now live on should said Russell require it Jason Chapman

Civil/Domestic Case File
Case No. 1835-CV-0012

No. 35-CV-12

Union Common Pleas Court.

John Elliott

Plaintiff,

AGAINST

John Aurine - 1835

Defendant.

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

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

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

Served on the within named John Magnum by leaving a copy of this writ at his place of residence

Served 90
Mileage 10
Copy — 10
1.00

C Wright Sheriff

John Elliott
vs
John Auvine
"

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

We command you to summons John Amrine Esq To be and appear Before the Hon the Judge of the Court of Common Pleas of the County of Union on the 1st Day of their next Term To answer unto John Elliott in a plea of Trespass Damages for Slanderous words Damages $500.

Witness S K Swan Esq President of our Court of Comm Pleas at the Court House in Marysville this 28th Decr AD 1835

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1836-CV-0001

No. 36-CV-1

Union Common Pleas Court.

George A Ives
Plaintiff,

AGAINST,

William Wilson
Defendant.

MAR TERM, 1837

JUDGMENT VS DEFENDANT
75-00

Journal 1 Page 309
Record No. 3 Page 24
Ex. Doc. 1 Page 75-

Union Com. Pleas

George A. Lines

vs.

William Wilson

Court of Com. Pleas June Term 1836.

Union County. ss.

George A. Ives Complains of William Wilson of a plea of trespass with force and arms for that the said Wilson heretofore to wit on the first day of October A.D. 1836. at the County of Sepoit in the state of Indiana to wit, at Union County aforesaid did kill and destroy one horse of the value of seventy five dollars, one horse colt of the value sixty dollars, one mare of the value of seventy dollars, one mare colt of the value of sixty dollars, of the goods & Chattels of the said Ives then & there being found and then & there took & converted the same to his own use, to the damage of the Plaintiff $200 and therefore he sues &c.

J. H. Powell & Fuller
Pltffs. attys

And the said William Wilson by William C. Lawrence his guardian ad litem comes & defends the force &c. and says that he is not guilty in manner & form as the Plaintiff hath above charged against him &c and of this he puts himself upon the Country &c.

And the Plaintiff doth the like &c.

W C Lawrence guard ad litem and atty for Dt

Served on the within named William Wilson by leaving a copy of the within at his place of residence January 14th 1836

Service 25
Mileage 50
Copy 1.00
Return 1.50
$3.25

Geo A Ives
vs Summons
William Wilson

William

This action is brought for Damages against the Defendants for taking the plaintiffs Horse or Colts

Dec 2d 1835 — Powell & Fallon Attys

State of Ohio Union County ss

To the Sheriff of said County Greeting.

We command you to Summons William Wilson to appear before our Court of Common Pleas of the County aforesd at the Court House in said County on the first day of the next Term to answer unto George A Ives in a plea of Tresspass Damages $200.

Witness J R Swan Chief Judge of our Court of Common Pleas at the Court House in said County this 12th day of January AD 1836

Silas G Strong Clk

Justice fees

Issuing & Summon for witnesses	50	Constable, fees $1.12½
Swearing 6 witnesses	37½	
taking and certifying depositions	1.12½	
	$2.00	Whole Costs $4.62½
Witness fees — —	4.00	

State of Indiana }
Laporte County } ss I William Hawkins Clerk of the Circuit Court within and the County aforesaid, do certify that Nathan B. Nichols Esq before whom the foregoing depositions were taken and whose signature is affixed the foregoing Certificate was at the ~~taking~~ time of taking and signing the same, and now is an acting Justice of the Peace within and for the County of Laporte aforesaid, duly commissioned and qualified, and that faith and credit are due to all his official acts as such

In testimony whereof I have hereunto set my hand and affixed the seal of the said Circuit Court at Laporte this 24th day of December 1836

Wm Hawkins Clerk C.C.C.

The Deposition of Lewis Swaney, Elizabeth Swaney,
Francis Swaney and David Dinwiddie -
Myron Ives and Frederick Ives -
To be read in evidence on the trial of a suit now pending
In the Court of Common Pleas in & for Union County, Ohio
Wherein George A. Ives, is Plaintiff and William Willson
Defendant, on the part of Plaintiff -

I Lewis Swaney of lawful age being first duly sworn upon my oath depose and say that that there was a young man that called his name William Willson lived at my house in the fall of 1835 He was Rather tall & slim spare made young man I think about Eighteen or ninteen years of age, I was gone from home one day and when I came home Willson told me there was a horse dead in the field that died with the bots, I told him he had shot it he said he had shot at the horse but with nothing but wad or some shot I think the horse was worth 60 or 65 dollars and further say not

his
Lewis \ Swaney
mark

I Elizabeth Swaney of lawful age being first duly sworn upon my oath depose & say that William Willson took a gun & went to the corn field to drive out some horses & when he came back he said there was one dead in the field had died with bots but afterward I heard him confess to David Dinwiddie that he had shot the horse & further say not

her
Elizabeth + Swaney
mark

I Francis Swaney of lawful age being first duly sworn upon my oath depose & say that when Willson lived at our house he took a gun and went to the field and when he came back he said there was a horse dead in the field I told him he had shot the horse he said no but him & myself went to the field & saw the horse & rolled it over & there was a bullet hole & the blood was running out and he said then he shot at the flock the said beast was a young mare of Bayish color and further say not

Francis Swaney.

I Myron Ives of lawful age being first duly sworn upon my oath depose & say that in the fall of 1835 in oct or nov I was hunting horses of mine & my Fathers I come to Lewis Swaney & he told me there was a beast shot in the field I went to see it & knew it I have known it from a sucking colt it was George A Ives, young mare two years old past verry large and likely the color was light Bay or rather on the Chesnut order & was worth 60 or 70 dollars in the fall of 1835 there was a man to work for me by the name of Joseph Willson & told me that he had a Brother living at Swaney that they came out together from Union County Ohio & about the time I found that mare shot in Swaney field they both left this country & further say not

Myron Ives.

I Frederick Ives of Lawful age being first duly sworn Depose and Say, that I was with Myron Ives when hunting horses. and this Mare of G. A. Ives to which I now to be his, we found Dead in Mr Swaney field, and bears the same discription that Myron Ives has before stated.

And further say not. Frederick Ives

I David Dinwiddie of Lawful age being first duly sworn, upon my oath depose & say. that in the fall of 1895 I was at Lewis Swaney, & fell into conversation with a young man by the name of Willson about shooting a horse & he confesed to me that he did shoot the horse & it fell dead before it got out of the field but he said he did not intend to kill the horse when shot at it and further say not

David Dinwiddie

State of Indiana
LaPorte County ss } I Nathan B Nichols Justice of the Peace In & for the said County do hereby Certify that, Lewis Swaney Elizabeth Swaney, Francis Swaney, Myron Ives, Frederick, Ives. and David Dinwiddie were severally sworn by me to testify the truth the whole truth and nothing but the truth, And that the above deposetion by them severally subscribed were reduced to writing by me and taken At the time and Place the Notice specifide

Given under my hand & seal at Kankakee P.O.
Dec the 3d A.D. 1896.

Nathan B Nichols (Seal)
Justice of the Peace

George A. Ives
v } proof of pub
William Wilson

Filed Oct 6th 1837
Jas H Gill Clerk

BY virtue of an execution to me directed from the Court of Common Pleas of the county of Union, and State of Ohio, there will be offered for sale, on the 30th day of September next, at the door of the Court House in Marysville, between the hours prescribed by law the following real estate, to wit: One equal tenth part of a lot of land of one hundred acres, owned by the heirs of Emery Wilson, being part of survey No. 5506, subject to the widow's dower. Said land levied on as the property of William Wilson, at the suit of George A. Ives.

Aug 29..1830 R. CLARK, Sheriff U. Co.

The State of Ohio, Franklin County:

Chas Scott being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, a newspaper in general circulation in the county of Union five consecutive weeks, from and after the 29th day of Aug 1837

Chas Scott

Sworn to, and subscribed, before me,
this 5th *day of* Oct 1837

Thos. Wood *Justice of the Peace,*
in and for said County.

Printer's Fees, $ 1 50
This affidavit, 25

Recd July 18th 1837 Proceeded to search for ~~property~~ Goods and found none Levied on the 29th on one equal tenth part of one hundred acres of Land subject to Abijah Danes and appraised the same by the oaths of Ira Phelps Simon Gates and Hale Winchester at 93 dollars and Advertised to sell on the 30th day of September Land offered for sale agreeable to advertisement and sold to Silas G Strong the highest Bidder for $62,25

Sept 30th 1837 R Clark Sheriff

Execution by Wm Sligs order money not paid
R Clark Sheriff
Oct 5th 1837

Union Conn. Plaf
George Sill Dr
vs
William Wilson
Judgment — $ 75,00
Dis Writ — 35
$ 75 35
Serv — 35
Mileto Levy — 30
Fees — 1,00
Exp — 1,50
Advert — 2,00
Sheriff — 2,25
Poundage — 1,24½
$ 64½

Filed Dec 3d 1837
D. K. Eice Clerk

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 chattels in your bailiwick of William Wilson the sum of Seventy five Dollars which by the Judgment of our Court of Common Pleas of said County of Union at the March Term thereof A.D. 1837 Geo. A. Ives recovered against the said William Wilson with interest thereon from March 29th 1837 until paid 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 William Wilson and have that money before our said Court of Common Pleas on the first day of next Term to render unto said Ives and have then there this writ. Witness N. Orran President Judge of our said Court of Common Pleas this 18th day of July A.D. 1837

James H. Gill Clerk C.P.

Civil/Domestic Case File

Case No. 1836-CV-0002

No. 30-64-2

Union Common Pleas.

STATE OF OHIO

against

Jeremiah McUber

Defendant.

JUN TERM. 1836

Journal No. 1 *Page* 268

Record No. No Record *Page*

Ex. Doc. *Page*

Served on the within named Margaret Adams by reading in her presence & leaving on Enoch Adams and Betsey Shaver by leaving Copies at their places of residence

Mileage .64
Service .10
2 Copies .30
$ 1.00

C. Wright Sheriff

Union Com. Pleas

State of Ohio
vs
Subpoena
Jeremiah McMillen

Filed Jan 27 1836
C. Stevens Clk

State of Ohio Union County ss

To the Sheriff of Said County Greeting
We Command you to summons Christian Adams Margaret Adams & Belsey Shover wife of Volentine F Shover to be and Appear Before the Honorable the judges of the Court of Common Pleas of Union County on the 1st day of their next Term to Testify and the truth to say in a certain Matter pending and undetermined wherein the State of Ohio is plaintiff & Jeremiah McUmber defendant & this they shall in no wise Omit Under the penalty of One hundred dollars and have you then there this writ

Witness J R Swan President of our Said Court at the Court House this 20th day June AD 1836

Silas G Strong Clerk

Union Com Pleas

State of Ohio
vs
Jeremiah McUmber

Filed June 1st 1836

Union Com Pleas

State of Ohio
vs
Jeremiah McUmber

State Of Ohio
vs
Jeremiah McAmber

The Clerk of Union County will Issue subpoena for

Polly McAmber

Valentine Shoen
Joseph Hallock
Amos Beach
Mary Beach wife of Amos
George Hansell
Mary Hansell his wife
Caleb Conkrise

Union Com Pleas

State of Ohio
vs
Jer. McUmber

Filed June 27 1836
J G Strong Clk

Union County

State of Ohio
vs
Jeremiah McUmber

Subpoena for Witnesses

Leave on the within named Polly McCumber Hallantine & Elsey Ann Beard Mrs Black Sarah Kenell Mrs Kenell & Dalia Cameron by reading in their hearing & leaving an attested Copy at their Dwellings

Milage - - 60
Service 80
Copy 15
$1.00

E Ronald Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Polly McUmber Valentine F Shover Joseph Hallock Amos Beach Mrs Beach wife of Amos Beach George Hansel Mrs Hansel his wife & Caleb Converse to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court House in said County on the 1st day of their next Term to Testify and the Truth to say in a certain Matter pending and undetermined wherein the State of Ohio is plaintiff and Jeremiah McUmber is defendant and this they shall in no wise omit under the penalty of One hundred Dollars & have you then there this writ Witness J R Sloan President of our Court aforesaid this 9th day May AD 1836

Silas G Strong Clerk

Union Com pleas

State of Ohio

v

Jeremiah McCumber

Filed June 15 1836

S G Strong CR

State of Ohio on the Complaint of Wm Adams vs Lucinda M. Chamber } Union Com Pleas

J Bastardy

The Clk will issue a Subpoa returnable at next term for Christian Adams Margaret Adams and Betsey Shover (wife of Valentine F Shover to be and appear at the next term and on the first day thereof to give testimony and the truth to say on behalf of the plaintiff June 15th 1836

W. C. Lawrence
atty for plff

State of Ohio Union County ss

personaly appeared before me James Buck a justice of the peace of Jerome Township in the County aforesaid on the sixth day of January 1836 Ann Adams an unmarried woman who being sworn as the law directs deposeth and saith that Jacomiah McCumber is the reputed father of a Bastard child that she is pregnant with that on the 15th day of June 1835 at Christian Adams house in Jerome Township the said McCumber did then and there begat her with the said bastard by her consent and further the deponant saith not

Ann + Adams
her mark

Sworn to and subscribed this sixth day of January 1836.

James Buck
justice of the peace

what was that other medicine Answer it
was medicine out of your truker
State of Ohio Union County ss
I certify the foregoing to be all the Evidence
in the case as stated within

James Buck
Justice of the Peace

State of Ohio
vs The Complt
Ann Roland
by McClinchen
her Battery
Filed Feby 25th 1836
Chas E Stewart
Clk

State of Ohio Union County SS
The state of Ohio on complaint of Ann
Adames an unmarried Woman plaintiff
vs Jeramiah McCumber defendant
Interrogatorys and Questions in the above case
she being sworn as the Law directs she says the
defendant came to my Fathers house on sunday
morning I was Lying on my Back on the
bed he asked me how I came on I said was
midling smart it want do you no hurt no
harm he done laddie then I wanted to he
came to the bead to me he got on the bead
to me I told him I did not want him and
he said would and he just done as he pleased
that was the time this Bastard child was got
Jeramiah McCumber is Father of the child
that I am with at this time,
Questions by the defendant Ann how came
you to Say this child on me which you say
you are pregnant with Answer because it
yours Question by the same did not ask you
this Question once before yes Question the same
did you answer me that it was some medi
that I gave you Answer not that medicine
that you gave me but but some other medicine
Question by the same what time in the morn
was it that affair took place Answer it was
the fifth of June Question by the same where
was the Rest of the family at that time Answer
gon to meeting and mary was at home out
of the house, Question where was the gon to
meting Answer down to Mr Crissals Question
what day of the week was it on Answer
on sunday Question what time in the day
was it Answer about two O'clock Question

Bond
Jeremiah
McCumber

Filed Feby 23 1836
Silas G. Strong
Clk

State of Ohio Union County SS
Be it Remembered that on ninth day of January 1836 Jeramiah McCumber and Valentine F. Shover personaly appeared before me James Buck one of the justices of the peace in and for the county aforesaid and jointly and severally acknowledge themselves to owe the State of Ohio the sum of two hundred dollars to be levied of their goods and chattels lands and tenements if default be made in the condition following to it The condition of this Recognizence is such that if the above bound Jeramiah McCumber shall personaly be and appear before the Court of common pleas on the first day of the term thereof next to be holden in and for ~~said~~ the County aforesaid then and there to answer to a charge wherein the State of Ohio on complaint of Ann Sadam an Unmarried woman is plaintiff charging the aforesaid Jeramiah McCumber with Bastardizing her with a Bastard child that she is now pregnant with and abide the judgment of the court and not depart the court without leave then this Recognizence shall be void otherwise it shall be and remain in full force and virtue in Law

Jeremiah Macomber

Valentine F. Shover

taken and acknowledged before me the day and year above written

James Buck J P.

Warrant
Ann Adams
W
Jeremiah
McCumber

the writ	25
affidavit	25

Served by leaving
my the badge
Carthwith June
my the 8 1836

Service	25
mileage	25

returned on the
8 of January 1836

William Beard
Constable

	25
	25
	25
	25
	50
	50
	1 00

for keeping
under guard two
nights and one
day and allowing expenses
4 00

State of Ohio Union County SS
To any constable of the County aforesaid Greeting
Whereas complaint has been made before me
James Buck a justice of the peace of the County
aforesaid upon the oath of Ann Adams of
said County of Union that one Jeremiah
McCumber late of the County Delaware
and state aforesaid did Begat her with a
Bastard child, the said is pregnant with
on the fifth day of June 1835
at the house of Christian Adams with
her consent you are therefore commanded
to take the said Jeremiah McCumber
if he be found in your County or ~~within~~
if he shall have fled into any other County
within this state and take the said
Jeremiah McCumber and safely keep
~~the said~~ him so that you have his body
forthwith before me James Buck a
justice of the of the County aforesaid to
answer unto said complaint and be further
dealt with according to Law Given under
my hand and seal this 6th day of January
1835

James Buck (SS)
justice of the peace

State of Ohio

in

Jeremiah McCumber

Filed Feby 23d 1836

Silas G. Strong

State of Ohio Union County SS
The state of Ohio on complaint of Ann Adams
an Unmarried Woman plaintiff
vs
Jeramiah McCumber defendant
For Begatting a Bastard child on the
Body of Ann Adams an unmarried
woman and sh having filed an affida
vit according to Law stating that she is
pregnant with a Bastard child and
that Jeramiah McCumber is the
Father of the said child a warrant
Issued to any constable of the County
of Union and Eight day of January
1836 the same was Executed by Bringing
the body of the defendant forthwith
before me James Buck a justice of the
for trial of the said defendant who
denied the charge Exhibited against
him and the said Ann Adams
complainant being sworn and
interrogated in presence of the defendant
it is thereupon considered that the said
Jeramah McCumber is the Reputed
Father of the said child and that he
be Bound in a Recognizance with an
suffient security to appear at the
next court of common pleas for the
County of Union whereupon the said
Jeramah McCumber with Vatelin
Shaner his security entered into a recog
nizance in the penalty of two hundred
dollars condition for the said Jeramah
McCumbers appearance

25	
25	
judgment 25	
recognizan. 25	
this writ	91½
	131¼
constt	92½
	156¼
J.H.O.	
Interrogatories	25

State of Ohio Union County SS
I certify the above to be the proceedings had
before me
James Buck (L.S.)
Justice of the Peace

Civil/Domestic Case File

Case No. 1836-CV-0003

No. 36-CU-3

Union Common Pleas Court

Masson & Lee

Plaintiff,

against

David Witter

Defendant.

MAR 1836

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

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

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

Suit Brot on single Bill under seal given by defendant to L M Davis plaintiff and payable to him or order for $252.73 dated March 19 1835 and due on the 29 day of August 1835 also for Goods sold & money had &c To the Clerk of the Court of Common Pleas March 3d 1836 W H Lawrence
Atty for Plff

Serve by leaving the same with Thos Moore & Jas Miller or Godfrey of Mr Lee

Mar. 5th 1836 Moore ... 1/-
Godfry ... 1/-
Serve ... 9/-
E McCord Sheriff

Union Com Pleas
Trapper & Co
vs
Lewis Miller
Filed March 30
A.D. 1836
Silas Stevens
Clk

1836

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to summons David Witter to appear forthwith Before our Court of Common Pleas of the County aforesaid at the Court House in Said County to answer unto Wapner & Lee in a plea of Debt for $275.00 damages $75.00 and have you then there this writ Witness J R Swan ~~Clerk~~ President Judge of our Court of Common Pleas this 3d day of March AD 1836

Silas G Strong Clerk

1536

No. 36-CV-3

Union Common Pleas Court.

Wasson & Lee

Plaintiff,

AGAINST

David Witter,

Defendant.

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

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

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

Filed March 1st
AD 1836
Silas G Strong

Luther M. Davis for the use of
Marius Watson & Cyprian Chu
by the State of Marion & Sue
in

Debt $. 275.00
Damages $. 75.00

Issued a summons returnable forthwith
on dom sent bert on single bill under seal given
by deft to Luther M. Davis plaintiff and
payable to him or order for $. 252.73. dated
March 19 1835 and due on the 29 day of August
1835

also for goods sold &c money had &c
To the Clerk of the Court of Com Pleas
March 3rd 1836.

W. B. Lawrence
atty for Plff

Civil/Domestic Case File

Case No. 1836-CV-0004

No. 36-CV-4 9

Union Common Pleas Court.

Michael Brown
Plaintiff,

AGAINST

Jacob Mockwort
Defendant.

OCT TERM. 1836

JUDGMENT VS DEFENDANT
$25-00

Journal 1 Page 280

Record No. 2 Page 552

Ex. Doc. 1 Page 40

Transcript of proceedings in the cause of Brown vs. McKaint.

Filed March 2d 1836

Silas G. Irving
Clk

Michael Brown
vs.
Jacob Mockwort.
Plea of Damages.

Damages assessed $15,00

Justices fees.

Summons	,12½
Subpoenas	,33
Additional subpoenas	,16½
Swearing six witnesses	,24
Judgment	,25
Bail bond	,25
Transcript of Proceedings	,31¼

Constable's fees

Serving Summons	,10
Mileage	5

Fees of six witnesses at fifty cents each, $3,00

4 82¼
3 1
5 13½

This action brought on a plea of Damages.

Summons issued the 27th day of January 1836, requiring Defendant to appear on the 6th day of February 1836, at 1 o'clock P. M. of that day.

Subpoenas likewise issued on said 27th of January 1836, requiring the attendance of George Richard, Zachariah Noteman, Moses Taylor and John Reeder on the aforesaid 6th day of February 1836, as witnesses in the cause of Michael Brown vs. Jacob Mockwort.

Summons returned the 28th day of January 1836, by Robert M'Campbell Constable. Fee for service 10 cents. Mileage 5 cents.

Feb. 5th 1836, Subpoenas issued requiring the attendance of John Coffinberrier, and John Beam as witnesses in the aforesaid cause.

Feb 6th 1836, Parties appeared. Subpoena for John Coffinberrier and John Beam returned by Jacob Mockwort served by reading. Subpoena for Zachariah Noteman and George Richard returned by Michael Brown, served personally. Subpoena for Moses Taylor, and John Reeder returned by Robert M'Campbell, Constable, served personally.

Proceeded to investigate the cause aforesaid by hearing testimony in presence of both parties; and it appearing that Defendant gave to plaintiff a defective horse creature, in exchange for a sound and valuable horse creature, without Defendant being aware of the defect in the first-mentioned horse creature aforesaid; and it further appearing, from testimony, that said defect, though real, was of such kind as an observer would not commonly observe, and that Defendant took no measures to apprize plaintiff of said defect, and that Defendant took only partial measures to avoid subsequent responsibility, Judgment is, therefore, rendered against Defendant for the sum of fifteen dollars, together with the costs of suit.

Otway Curry J. P.

Feb 15th 1836, Personally appeared Jacob Mockwort the Defendant in the above cause, for the purpose of demanding a transcript of the proceedings in said cause, and entering into the following

recognizance for appeal.

In the action of Michael Brown against Jacob Mockhurst I, George Kepper, do acknowledge myself bail for the appellant, in the sum of fifty dollars; to be levied of my goods and chattels, lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued or may accrue in the court of common pleas.

George Kepper.

Taken, signed and acknowledged, on this 15th day of February, in the year 1836, before me, Otway Curry, Justice of the peace.

I do certify the foregoing to be a true copy from my docket, of proceedings in the cause of Michael Brown vs. Jacob Mockhurst. Given under my hand and seal this 15th day of Feb. A. D. 1836.

Otway Curry (Seal)

Justice of the peace.

In Union Commons Pleas
March Term 1836
"

Michael Brown
vs
Jacob Mackewart

Declaration

Filed June 20 1836
S. G. Strongbeck

Recorded
"

Copied.

Hall for
Pltff

Michael Brown
vs
Jacob Mockwort

In Union Common Pleas
March Term AD 1836

This cause comes into court by the way of appeal from the decision of a Justice of the Peace And thereupon the said Michael Brown complaining of the said Jacob Mockwort in a plea of the case for that whereas the said Michael Brown heretofore to wit on the first day of January AD 1836 at Union County afore said at the special instance and request of the said Jacob bargained with the said Jacob to exchange with him the said Jacob a certain mare of him the said Jacob & three dollars in money for a certain horse of him the said Michael of great value to wit $75.00 And the said Jacob by the & there warranting the said mare of the said Jacob to be sound then & there falsely and fraudulently sold & exchanged the said mare and the three dollars in money aforesaid with the said Michael for the said horse of the said Michael as aforesaid And the said Michael confiding in the said warranty afterwards to wit on the day & year last aforesaid delivered his said horse to the said Jacob in exchange for the said mare & three dollars in money of the said Jacob whereas in truth and in fact at the time of making the said false warranty as aforesaid and of the exchange as aforesaid the said mare of the said Jacob was not sound but on the contrary thereof was and still is unsound and hath become and is of no use or value to the said Michael. And also by means of the premises he the said Michael

hath lost & been deprived of the use of his said horse Lowd at Union County aforesaid And to the said Michael saith that the said Jacob on the said sale & exchange falsely and fraudulently deceived & defrauded him the said Michael Lowd at Union County aforesaid

And whereas also the said Michael Brown afterwards Lowd on the day and year last aforesaid at Union County aforesaid at the like special instance & request of the said Jacob Mockwort bargained with the said Jacob Mockwort to exchange with the said Jacob Mockwort a certain horse creature of him the said Michael Brown for a certain mare creature of him the said Jacob Mockwort and a certain sum of money Lowd three dollars.

And the said Jacob Mockwort well knowing the said last mentioned mare creature of him the said Jacob Mockwort to be unsound & diseased in her eyes, then & there falsely and fraudulently represented to the said Michael Brown that the said last mentioned mare creature was sound, sound for aught he knew &. And the said Michael Brown confiding in the false representations of the said Jacob Mockwort exchanged his said (Michael Brown's) said horse creature for the same mare of the said Jacob Mockwort and three dollars in money. Whereas as in truth and in fact the said last mentioned mare creature of the said Jacob Mockwort was not sound at the time of the said exchange sale thereof but on the contrary thereof was and is unsound and hath become & is of no use or value to the said Michael Brown Lowd at Union County aforesaid And the said Michael Brown saith that the said Jacob Mockwort on the day and year last

aforesaid fraudulently deceived him the said Michael Brown on the last mentioned exchange Lowd at Union County aforesaid

Wherefore the said Michael Brown saith that he is injured and hath sustained damage to the amount of fifty dollars Wherefore he sues &c

A. Hall atty
per PHF

Brown
vs
Mockwunt

Filed June 24
1836 [illegible]
[illegible]

if and Octr

Decree

Michael Brown
vs
Jacob Moekewort
"

March T 1836

Pltffs witnesses
Moses Taylor, John Reeder
Zachariah Notteman
George Rickard Simon Rickard
& Ottoway Curry

Clk will please issue
Subpoenas as above
A Hall atty per
PH

Oct Term A.D. 1836

Issue subpoenas as above
A Hall Atty

Union Com Pleas

Brown
vs Deposition
Mockwort &

Filed Jan 27 1836
W Strong Clk

M. Mockwort

J. G. Blackburn & Johnston 25 cts
Witness fee — 0.50

The State of ohio Madison County ss
Deposition of John V Reeder of Darby Township in the County of Madison taken on the twenty fourth day of June A.D 1836 at foure o'clock P M of said Day at my office persuant to the enclosed notice to be Red in evidence in a cause pending in the Court of Common Pleas of Union County where in Michael Brown is a Plaintiff & Jacob Mockwurt is Defendant as follows said J V Reeder deposeth and says that I heard Brown ask Mockwurt if he new the mare was blind he sed he did not Brown asked Mockwurt if he had ever doctered her eyes the Reply was there was no one had seen him Brown ask him if he did not trade the mare to him for a sound creature the Reply was yes sound in the Belly Brown ask Mockwurt what he was a gaing to do about the trade as Brown Right to Rue Mockwurt sed he would do nathing about it — Brown then offerd ~~them~~ to give Back the mare & the boot money and take the horse & Mockwurt would not & I should not have noted by the Look of the mare that she was blind if I had not heard of it before after examining the mare closly & found her eyes deficient

John V Reeder

Sworn to and subscribed before me Jeremiah Downing a Justice of the Peace in and for said County of Madison the Day and year above written

J. Mockwart
vs
M Brown

Filed June 9th 1836
Silas G. Strong
Plea 6th

Recorded

(11)

Jacob Mockbourt
vs
Michael Brown

And the said Jacob comes and defends the wrong and Injury when &c and says that he is not guilty of the said supposed grievances above laid to his charge or any or either of them in manner and form as the said Michael hath above thereof complained against him and of this the said Jacob puts himself upon the country &c

W C Lawrence atty for Dft

June 25. 1836

Union Com Pleas

Brown
v
Mockwood
of
Moses Taylor

Deposition

Filed Jan 27 1836
A S Strong Clk

Moses Taylors Deposition
46
witness fee 0.50

The State of ohio Madison County ss

Deposition of Moses Taylor of Darby Township in the County of Madison taken on the 24 Day of June AD 1836 at foure o'clock P M of said Day at my office pursuant to the enclosed notice to be Red in evidence a cause pending in the Court of Common Pleas of Union County wherein Michael Brown is Plaintiff & Jacob Mockwourt is defendant as follows, that Moses Taylor Deposeth & say that the said Mockwourt told me before he tradid with Michael Brown the mare was blind after thay had tradid I heard Brown ask Mockwurt if he trade the Mare to him for a sound mare he Replyd he did. sound in the belly also Brown asked Mockwourt if he had not Doctord her eyes the Reply was not as any one had seen also ~~he sed that~~ Mockwourt sed the mare had not never had bin so blind but she could see a little I went to purchase the mare four weeks before thay tradi & I could not at that time discover any defeency in her eyes

Moses Taylor

Sworne to and Subscribd before me Jeremiah Dominy Justice of the peace in and for said County of Madison the day and year above written

Union Com Pleas

Michael Brown

vs. Notice of Commencement of Suit

Jacob Mohrwart

Filed Jan 27 1836

A G Strong Clk

Copy of Notice in relation to deposition of Taylor & Reed

Mr. Jacob Mockhurst:— You are hereby notified that I shall proceed, on the 24th day of June 1836 at the house of Jeremiah Dorning, in the Township of Darby, County of Madison, and State of Ohio, at four o'clock on said day, to take the depositions of Moses Taylor, and John Reeder, to be used in a cause now pending in in the Court of Common pleas for the County of Union & State aforesaid, heretofore taken up, by appeal, from the docket of Otway Curry, a Justice of the peace in and for the County of Union & State aforesaid; and in which I am plaintiff, and you are defendant. Witness my signature this 24th day of June, 1836.

his
Michael X Brown
mark

Served on Moses Vaitar Simon Richard George Richard
Zachariah Nalleman & Alway Curry by reading
in their presence & leaving John Reader not found
Retd the 1 1836

Service — 40
Milage 6c
$1.16

C Wright Sheriff

Illinois Co Pike

John Brown
vs
Jesse
& Michael

Issue Oct 4 1836
Dabhanger P

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to summons Moses Taylor John Roder Zachariah Wolfman George Richard Simon Richard & Otway Curry to be and appear before the Honorable Judges of the Court of Common Pleas at the Court House in Marysville on the 1st day of their next Term to Testify in a certain Matter wherein Michael Brown is Pltff & Jacob Mockwort defendant & this they shall in noise omit under Penalty of the Law & have you then there this writ

Witness J. R. Sloan Esqr President of our said Court aforesaid this 29th day Sept 1836

S G Strong Clk

Served on George Reaper John Rauch John Coffenberry & John Beckler by reading in their presence & hearing

and John Beard by copy

Feb. 9. 1836

Service	50
Mileage	45
Copy	10
	$1.05

C Stringer Sheriff

Filed Feb 8 1836
Johnson Clk

Miner Con Pleas

Queen Nicholson
vs
James
Nicholas Brown

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons George Reaper x John Rouse John Coffinberry John Beaux & John Dishery to appear Before the Honorable Judges of the Court at the Court House in Marysville on the 1st day of their next Term to Testimony in a certain Case pending wherein Jacob Mickhunt is plaintiff & Michael Brown Defendant & this they shall in no wise Omit under the penalty of One hundred Dollars & have you then there this Writ

Witness I R Swan President of said Court this 30 day of October 1836

S G. Strong Clerk

Moekwort
vs
Brown

Peca

1836

Jacob Mockwood } Plea Union Comm Pleas June Term
vs
Michael Brown

and the said Jacob Mockwood by W C Lawrence his atty comes and defends the wrong and injury when &c and says that he is not guilty of the of the said supposed grievances above said to his charge or any or either of them in manner and form as the said Michael Brown hath above thereof complained against him and of this the said Jacob puts himself upon the Country &c

W C Lawrence atty for Deft

Michael Brown
Jacob B. Mackwitt } Ladefa in Union common
Pleas Oct. Term AD 1836

Issue Ti-La

J. G. Storm C. U. C. P.

A. Hall Atty
per P. B.

Jacob Mockwart
vs
Michael Brown } in Case

On Motion the Defendant now moves the court for a new trial in this Case 1st because the Declaration was not supported by the testimony

2nd that no testimony was offered by plff showing any the least misrepresentation on the part of said ~~Defendant~~ plaintiff with respect to the eyes or general condition of said Mare in the Declaration

3rd on the discovery of new and important testimony relating to the contract of exchange

W. C. Lawrence
atty for Dft

Dauphin Execution Received Nov 10th 1836

Nov 11th 1836 this Day levied with the within Execution on one Bay Horse, one Bobtail colt, one red Cow, one red 3 years old Steer, one yearling Black & white mealy Heifer and one red Calf.

Michael Brown
Sheriff of Mer Co

Michael Brown
vs } Execution
Jacob Mockwort

Judgement —	25.00
Clerks fees	7.57.5
Shff fees — —	3 82.0
Witnes fees —	9 00.0
Jury fees —	6.000
Justice Court O. Cury —	5.135
	59.53.0
Int. fr. Oct 10th	
Ins Cost &c —	35.00

Money made in full
Feb 1st 1837
H Clark 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 and chattels in your Bailiwick of Jacob Mockwort the sum of Thirty Eight Dollars and forty seven cents which by the Judgment of our Court of common Pleas within & for the said County of Union at the October Term thereof 1836 Michael Brown Recovered against the said Jacob Mackwort with interest thereon since the 10th Day of October 1836 untill paid And also the further sum of Twenty Six Dollars & 16/100 the costs of Increase on said Judgement and all accruing costs and for want of said Goods & chattels that you cause the same to be Made of the Lands & tenements in your Bailiwick of the said Jacob Mockwort and Have the Money before our said court at the court House ~~the~~ on the 1st Day of their Next Term to Render unto the said Michael Brown and How you then there this Writ

Witness the Hon. J R Swan Esq President of our said Court at the Court House this 9th Day of November AD 1836

Silas G Strong Clk

Filed on the 9th day of November 1836
Satisfaction the full of judgment & costs
and costs of increase & accruing costs
Silas G. Strong Clk

Costs Disbursements

Civil/Domestic Case File

Case No. 1836-CV-0005

No. 36-CV-5

Union Common Pleas Court.

Hezekiah Bates
Plaintiff,

AGAINST

Silas G Strong et al,
Defendant.

JUN TERM. 1836

JUDGMENT VS DEFENDANT
$144 91

Journal 1 Page 268

Record No. 2 Page 533

Ex. Doc. Page

H Boles
vs
Sutton M Davis et als

Declaration

Filed March 31
1836
J. G. Strong
Clerk

Recorded

Vol Book Chaff 1st 26 Book Chaff 1st

Union Common Pleas March Term 1836

Union County ss

Hezekiah Bates complains of Luther M Davis J.R. Hartwell (as to which said Hartwell the Sheriff of said County returned not found) P.B. Smith and Silas Strong in a plea of Assumpsit for that whereas the said Luther M Davis J R Hartwell P.B. Smith and Silas Strong made their promissory note in writing on the 2nd day of March 1835 at Marysville in said County and delivered the same to the said Hezekiah Bates and thereby promised to pay to the said Hezekiah Bates or order one hundred and sixty two dollars and forty eight cents on or before the the first day of September next (meaning the next thereafter which period has long since elapsed and the said Luther M Davis J.R. Hartwell P.B. Smith and Silas Strong then and there in consideration of the premises promised to pay to the said Hezekiah Bates the amount of the said note according to the tenor and effect thereof and also for that whereas the said Defendants on the day and year aforesaid at the County aforesaid were indebted to the said Hezekiah Bates in the sum of one hundred and seventy five dollars for money found to be due from Defendants to plaintiff on an account stated then and there between them and whereas the Defendants aforesaid afterwards on the 2nd day of September 1835 in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet they have disregarded their promises and have not paid the said several sums of money or either of them nor any part thereof to the damage of the plaintiff $200 00 dollars and therefore he brings suit &c

W C Lawrence
atty for pltff

Bates
vs
Swingle
Record

Suit Brought on note of hand given by defendant to plaintiffs for one hundred and sixty two dollars and forty eight ~~dollars~~ cents dated March 2nd 1835 due on the first day of Sept next (thereafter) with interest from date of said note also for goods sold and delivered &c money had and Recd paid laid out and expended &c To the Clerk of Com pleas U C ohio W B Lawrence atty for Plff

March 3d 1835

Union Com Pleas

Hezekiah Bates

B Lapenfort

L M Davis

J R. Hartwell

P B Smith

Silas Strong

Filed June 27th 1836
S G Strong Clk

Recorded

Suit on the within note ~~judgment~~ & Costs
S G Strong C A Smith for Defdt
Ad Damnum not found in the County
Jurors - - 8c
Mileage 10
3 Days 9c
$9 0

G Atwater Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons L. M. Davis J R Hartwell P B Smith & Silas G Strong to appear Forthwith before the Honorable Judges of the Court of Common Pleas of the County aforesaid at the Court House in said County to answer unto Hezekiah Bates in a plea of Assumpsit Damages $200,00 and have you then there this writ

Witness J R Swan President of our said Court at the Court House this 3d day of March AD 1836

Silas G Strong Clerk

Lincoln Com Pleas

Hezekiah Bates
vs } ~~Ampar~~ Ap Ampere

L M Given
T R Martwell
P B Smith
Silas G Strong

March 30 1838 Defendant appeared by Leon Ostrom

Suit brought on note of hand given by defendant to plaintiff for one hundred and eighty three dollars and forty eight cts dated March 2 D 1836 due and the first day of April next thereafter with interest from date of said note also for Sarah Sarah and assistance &c many Rec. and Rec'd Rule and Rule and demanded &c to the Clerk of Com Pleas Nov Term

A true Copy
Attest
C Winchel Sheriff

State of Ohio Muskingum County ss

To the Sheriff of Sandy County Greeting

We Command you to summon L M Dawes
J. A. Hartwell C B Smith & Silas G Strong to
appear forthwith before the Honourable Judge
of the Court of Common Pleas of the County
aforesaid at the Court House in said County
to answer unto Hezekiah Bates a plea
of trespass Damages $200.00 and have you
then there this Writ

Witness J. R. Swan President
Judge of our said Court at the Court
House the 3d day of March A D
1836

Silas G Strong Clerk

the Suit on a note of the Defts. for 900 dollars
due at 90 from 4 Febr 1836

John H James Atty
27 June 1836

State of Ohio Franklin County Ss
Before me the undersigned Anthony Moore
Clerk of the Court of Common Pleas
Personally appeared John H James
Attorney for the plaintiff who being duly sworn
says that the above claim is just
and that the defendant is not
to the best of his knowledge
and belief indebted to the plaintiff
in the sum of Nine hundred
dollars exclusive of all
set off and discounts

Sworn to and subscribed
before me this 27 June
1836
Anthony Moore
Clerk

Union Com Pleas
Urbain Bank
vs
L M Davis et al

State Of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Ambrose Mathews Luther M Davis Silas G Strong and Marcus Wasson to appear before the Honorable the Judges of our Court of common Pleas at the court House in Marysville Forthwith to Answer unto the President Directors ~~and company~~ of the Urbana Banking Co in a Plea in Case Damages $1200-

And have you then there this writ witness the Hon Joseph R Swan Esq President of our said court at the court-House in Marysville the 27th day of June A D 1836

Silas G Strong Clk

Mercer Cnty Pleas
Sec Bannon Ban'l
vs
R M Davis

This suit on a note of defts for 900 dollars due
at 90 from 4 Feb 1836

John A James atty

A true Copy
Test
C Wilson Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Ambrose Walker Luther M Davis Silas G Strong and Marius Mason to appear Before the Honorable Judges of the Court of Common pleas at the Court House in Maysville Forthwith to answer unto the President directors of the Urbana Banking Co in a plea in Case damages 1200 $ and have you then there this writ

Witness the Honorable Joseph R Swan Esq president of our said Court at the Court House in Maysville this 27th day of June AD 1836

S.

J G Strong Clk

this Suit on a note of defts for 160$ at 90 days from
21 Jany 1836 due 20/23 april 1836

Jun 27 1836 John H James atty

Paid and Recd
the amount herein
by
Hugh Mcado

Copy
Test
G Wagner Clk

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to Summons Hugh McAdow Andrew McAdow & Silas Strong to appear Before the Honorable ~~J R Swan~~ the judges of the Court of Common pleas at the Court House in Marysville Forthwith to answer unto the President directors of the Urbana Banking Co. in a plea of Case damages 200$ and have you then there this Writ Witness J R Swan President of our Said Court this 27 June 1836

LS

J G Strong Clk

Civil/Domestic Case File
Case No. 1836-CV-0006

Civil/Domestic Case File

Case No. 1836-CV-0007

No. 36-CV-7

Union Common Pleas Court.

Solomon Norton
Plaintiff,

AGAINST

Russell Bigelow
Defendant.

MAR TERM, 1837

JUDGMENT VS DEFENDANT
#98 87

Journal 1 Page 312

Record No. 3 Page 25

Ex. Doc. 1 Page 77

State of Ohio Union County. SS,

I. David Burnham a Justice of the peace within and for ~~said County~~ the township of Union in said county, do hereby certify that the foregoing is a true copy from my docket of the proceedings and Judgement in the above case,

Given under my hand and seal this 27th day of February A.D. 1836

David Burnham (Seal)
Justice of the peace

S Porter
vs
B Dispaw

Transcript
Judgment
Feb 27 1836
Filed
Feb 29

70
1
642

Solomon Norton, pl.
vs
Russel Bigalow, Def.

Debt	$6.92½
Justice Fees	1.24
Const "	1.45
Witness "	2.50
Transcript	31

Suit Brot on Account for $80 as ordered by the plaintiff

January 2d 1836. On aplication of the plaintiff a Summons issued returnable 9th instant at 11. O. Clock A. M. which was returned by Elias Hartley Constable endorsed served by reading on the 6th instant Fees 45 cts., On aplication of the plaintiff Subpoenas issued for Andrew Koterman as a witness. by order of the defendant Subpoenas also issued for Andrew Koterman Simon Hazen Jr. and Amasa Payn. witness for defendant and were returned in due time endorsed served,

January 9th 1836 The parties and witnesses being pressent. and the parties then being ready for trial. Andrew Koterman. John H. Norton. Elihu Knap. and Simon Hazen Jr. was sworn and examined as witnesses. Andrew Koterman for both plantiff & defendant. John H Norton, and Elihu Knap for plantiff. ~~and~~ and Simon Hazen Jr for defendant and after hearing all the testimony and alegations of the parties. Judgment is rendered against the plantiff for the sum of Six dollars and ninety two ½ cents debt and costs of suit.

In the action of Solomon Norton against Russel Bigalow. I Harvey Burnham acknowledge my self bail for the appellant in the sum of thirteen dollars & eighty five cents debt. and four dollars ninety four cents costs to be levied on my goods and chattels, lands and tenaments in case the appellant shall be condemned in the action and shall fail to pay the condemnation money. and costs that have accrued on my accrue in the Court of common pleas

Harvey Burnham

Taken Signed and acknowledged
on this 18th day Janry 183[illegible] before me

David Burnham Justice of the peace

23

Norton

Filed March
30 1836
Silas Strong
Clk

29

Recd of Solomon Norton
one Dollar for Diging a grave
for the Wife of Rufsel Bigalow
the Mother of Solomon Norton
Dec 4th 1835 Titus Dort

paid by the said Solomon Norton for the use of the said Russell Bigalow at his request and being so indebted he the said Russell in consideration thereof at the County aforesaid and day and year aforesaid then and there undertook and faithfully promised the ~~Solomon~~ said Solomon to pay him the said last ~~sum of money~~ mentioned sum of money when he the said Russell should be there unto requested

Nevertheless the said Russell Bigalow not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Solomon Norton 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 Solomon Norton although often requested so to do But the said Russell Bigalow to pay them the ~~said~~ hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Solomon $56.15 and therefore he ~~the~~ brings his suit &c

W. C. Lawrence
Atty for Plff

Solomon Norton
vs
Russell Bigalow

Declaration

Filed May 30/1836
Chas. Stearns
Clerk

Union Court of Common Pleas March term 1836

Union County ss

Solomon Norton
vs
Russell Bigalow

This cause comes into Court on an appeal from the Docket of David Burnham a Justice of the peace of Union Township and County of Union aforesaid and thereupon the said Solomon Norton By W. C. Lawrence his attorney complains ~~for that~~ ~~whereas~~ of the said Russell Bigalow for that whereas the said Russell Bigalow heretofore (to wit) on the first day of November in the year 1835 at the County of Union aforesaid was indebted to the said Solomon in the sum of $56.15 lawful money ~~for~~ for dress goods wares merchandise and chattles by the said Solomon Norton before that time sold and delivered to the said Russell Bigalow and at his special instance and request and being so indebted he the said Russell Bigalow ~~afterwards to wit~~ 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 Solomon Norton to pay him the said last sum of money when he the said Russell Bigalow should be there and to afterwards requested

And whereas also afterwards to wit on the day and year last aforesaid at the County aforesaid in consideration that the said Solomon Norton at the like special instance and request of the said Russell Bigalow had before that time sold and delivered divers ~~goods~~ other goods wares and merchandise to the said ~~Solomon~~ Russell Bigalow he the said Russell Bigalow undertook and then and there faithfully promised the said Solomon Norton to pay him so much money as the said last mentioned goods wares and merchandise at the time of the said sale and delivery thereof were reasonably worth when he the said Russell Bigalow should be there and afterwards requested and the said Norton avers that the said last mentioned goods wares and merchandise ~~were~~ at the time of the sale and delivery thereof were reasonably worth the further sum of fifty six dollars and fifteen cents lawful money to wit at the County aforesaid whereof the said Russell Bigalow ~~had notice~~ afterwards to wit on the day and year aforesaid, had notice and for that whereas also the said Russell Bigalow was indebted to the said Solomon Norton in the further sum of five dollars for money then and there to wit on the day and year aforesaid

To
S. P. Strong
Clk Court Com Pleas
Union County Ohio

To the Hon Court of Common Pleas for the County of Union.

We, William Richey, David Mitchell, & James Buck having been appointed by a rule of reference, made in said Court, at their term for October 1836, to investigate and render an award as arbitrators, in a certain controversy between John Norton and Solomon Norton of the one part, and Rufus Bigelow of the other part, and having investigated said controversy on 23rd & 24th days of November 1836, in obedience to the command of the said rule of reference; do unanimously agree upon and render the following award in said controversy, that is to say:

The Defendant Rufus Bigelow aforesaid, shall pay unto the plaintiffs Solomon Norton and John Norton aforesaid the sum of Ninety eight dollars and eighty seven cents and a half; which sum, when paid shall be considered, in full, as a termination of all claims accounts demands & controversies between the aforesaid parties prior to this date. And we do further agree, determine and render that the said Defendant Rufus Bigelow shall pay the sum of fifteen dollars ~~and fifty~~ ~~three dollars~~ and fifty three and a half cents, costs made on the docket of Otway Curry, at the time of this investigation and arbitrament on the said 23rd & 24th days of November 1836, together with all costs heretofore made, & that may hereafter be made in all legal proceedings heretofore had, or that may hereafter be had in relation to said controversy. Given under our hands this 24th day of November 1836.

Wm Richey
David Mitchell, Arbitrators
James Buck

Rec'd Nov. 24th 1836 of Rufus Bigelow the sum of fifteen dollars and fifty three cents & a half in full of Costs made on my docket in the investigation of the controversy aforesaid by the aforesaid arbitrators.

Given under my hand and seal this 24th day of November 1836.

Otway Curry J.P. (Seal)

The use of a copy signed by statute to the parties is hereby waived

W C Sawyer
Atty for Pltffs
Rufus Bigelow

Union Com. Pleas

J. S. J. Norton

vs } fa fa

Russell Bigelow

Judgt	$98.87½
Costs	21 48
Int	35
	$120 71½
Serve	35
Milage	60
	95
	35
	120

Tiffin August 19th 1837

J. H. Ker Clerk pro tem

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 chattels in your bailiwick of Rufell Bigelow the sum of one hundred and twenty Dollars and thirty six cents which by the Judgment of our Court of Common Pleas within and for said County of Union at the March Term thereof 1837 Solomon and John Norton recovered against the said Rufell Bigelow with interest thereon from March 29th 1837 until paid and for want of goods and chattels that you cause the same to be levied of the lands and tenements of the said Russell Bigelow and have that money before our said Court of Common Pleas on the first day of next Term to render unto the said Solomon and John Norton and have then there this writ Witness the Honorable N. Brown President of our said Court this 24th day July 1837

James H. Gill Clerk pro tem

Union Com Pleas

S. & J. Norton
vs } Fi Fa
Rufell Bigelow

Judgt	$98.87½c
Costs	21,49
Increase	1,20
This writ	35
	$121.92½c

To Sandy Chuttle Sheriff of Summit County Greeting

We Command you that of the Goods and Chattels of the said Rufell Bigelow in your County you cause to be made the Sum aforesaid with Interest thereon at the rate of six per cent per annum from the 1st day of Oct 1837

Union Com. Pleas

Filed Sept 27th 1837

J. H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of Delaware County Greeting
We command you that you cause to be levied
of the goods and chattels in your Bailiwick
of Rufell Bigelow the sum of one hundred
and twenty Dollars and thirty six cents which
by the Judgment of our Court of Common Pleas within
and for said County of Union at the March Term thereof
AD 1837 Solomon and John Norton recovered against
the said Rufell Bigelow with interest thereon from
March 29th 1837 until paid, $1.20 costs of increase 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 Rufell Bigelow and have that money before
our said Court of Common Pleas on the first day of
next Term to render unto the said Solomon and John
Norton and have then there this writ
Witness the Honorable I. K. Swan President of our
said Court this 18th day of August AD. 1837

James H. Gill Clerk pro tem

Civil/Domestic Case File

Case No. 1836-CV-0008

No. 36-CV-8

Union Common Pleas Court.

Henry Newson
Plaintiff,

AGAINST

Cornelius Mershon
Defendant.

JUN TERM, 1836

JUDGMENT VS DEFENDANT
$0,95

Journal 1 Page 274

Record No. 2 Page 540

Ex. Doc. 1 Page 67

Henry Hanson
vs Transcript
Appeal
Cornelius Clarkson

Filed March
March 4 1836
Silas Strong
Clk

Recorded

To Silas G. Strong Esq.

Transcript

Henry Newsome

vs

Cornelius Mershon

Henry Newsome
vs
Cornelius Mershon
fees by

Depositions	1.42
fees in this suit	
Justice fees	.98
Cont. Do	.25
7 witnesses	3.50
	$ 6.15

Recd

Action of Debt

Suit brought on an article of agreement between the Plaintiff Henry Newsome and Cornelius Mershon for the sum of $45. and other items see Bill of Particular filed October 28. 1835 Summons Issued to John B. Davis Constable of Jackson Township returnable on the 7th Day of November at 10 o'clock A.M which was returned in Due time Endorsed Served by reading to the Defendant Nov. 3. 1835 fees } 25 November 7th the Defendant appeared at his request the cause was Continued to the 26th at 11 o'clock A.M. November 26 the Parties appeared by Consent the cause was Continued to the 31 Decem. 2 o'clock P.M. — December 29th 1835 at Inst of Defendant Subpoena Issued for James Mershon } December 31st the Parties appeared and ready for trial witnesses for Plaintiff Angus Clarke and Jacob Reed — for Defendant John Mershon Isael Mershon James Mershon Edward Williams and George Crowel the Depositions of Amos Shuffin Angus Clarke & Daniel Bishop was read in evidence & the cause was continued to the 9th January 1836 for consideration } January 9th 1836 Judgement for the Plaintiff Henry Newsome against the Defendant Cornelius Mershon for the sum of Seventy five cents Debt and costs of Suit Taxed at Six Dollars and fifteen cents

January 18. 1836 an appeal was taken to the court of Common Pleas by the Defendant in the Above cause } State of Ohio Union County ss

I John Scott a justice of the Peace within and for the Township of Jackson in said county do hereby certify that the foregoing is a true copy from my Dockets of the Proceedings and Judgement in the above case given under my hand and seal this 1st Day of March AD 1836 John Scott J.P.

In the action of Henry Newsome against Cornelius Mershon I Asael Mershon acknowledge myself bail for the Appellant in the sum of Seventy Dollars to be levied of my Goods and Chattles Lands and tenements in case Default be made in the conditions following which is that if the said Defendant shall be condemned in the action and the court of Common Pleas and shall fail to Pay the condemnation Money and costs that have accrued and that may accrue in the court of Common Pleas

Signed Asael Mershon

Taken signed and acknowledged on the 18th Day of January AD 1836 before me John Scott J P

Fees for this recognizance " 25
Transcript " 31 ¼

Exd I certify the above to be a true copy from my Docket of the recognizance taken in the above cause Given under my hand and seal this 1st Day of March AD 1836 John Scott Just of the Peace

To Messrs
Wheelle
within Neces-
-sary
$45.00

Filed March
4 1836
S G Strong

1040

35

Aprile the 1st 1834 an article of agreement between

Cornelius Mershon and Henry newsome said Mershon rentes
of said newsom a farm lying on darby Creek joining the Eligate
Track of land said mershon doth agree to pay for said farm forty
five dollars part of which to be payed in improveing the said farm
to be paid at the Expiration of said term said article certifyes
for one year from the first of aprile 1834

Cornelius Mershon

Attest Leuster Wise
John Mershon

H. Newsome

Bill of
Particulars
with
C. Mershon

Filed March
4 1836.
P. Strong
Clk

Mercer

H Menson Bill paid out in
the Case of H Menson & Mershon

April 1st 1831 — to 18 dollars for the use
of Twelve acres of Corn ground not done in
improvements as agreed $18.00
1833 and 1834 to timber for sawing 900 — 500.75
1834 to Sash Glass &c Boards &c. 12.00
to the Note of hand 450.00
to interest on the same 15.00
which he pays to have $995.00
allowed

Received

Henry Newsom
vs
Cornelius Marshon

heretofore pending in the Court of Common Pleas Union County Ohio. on appeals from the Docket of John Scott a justice of the peace in and for said County

Parties met at the House of Amos Shuffin on the date Hereof and we William Reedas and Joseph Cowerly being present went into an examination of the proofs and alligations of the parties in all things in accordance with, and in pursuance of a rule of reference heretofore entered into by the parties aforesaid in the court aforesaid and up on such examination and mature deliberation and we hereby authorize the costs which have heretofore accrued in the prosecution of these suits to be taxed by the Clerk of said court and except the costs of this day taxed below and we further

do award and find for the plaintiff Henry Newsom the sum of ninety five cents besides all the costs of suits and the cost of this day taxed at $2.00 arbitrators fees and 50 cents witness fee

Given under our hands this 14th day of March 1836

Joseph Cowerly
William Reedas } Arbitrators

Nuisance
vs
Agreement &c
Merrhan
Filed March 8th
1836
Silas G Ston
Clk

Henry Newcomb
vs
Cornelius Merchant } Arbitration before William Andrews & Joseph Cubberly &

In this Case it is agreed by W C Lawrence attorney for the Plaintiff & Moses Kleinman attorney for the Defendent that the above named Arbitrators William Andrews & Joseph Cubberly Meet & determine this Cause & make out their Award & do all other things required of them by the Statute in such Case made & provided as Arbitrators in this Case without being first sworn according to the Provisions of said Statute there being no justice of the Peace or other officer authorized to administer oaths that can be now had at the Place where the Arbitrators are met in pursuance of the Rule of Reference in this & that no exceptions be taken by either party to the Award that may be found by said arbitrators for the reason of the arbitrators being first sworn

W. C. Lawrence

Moses Kleinman

H. Newsom
vs
C. Mershon

Filed March 4
1836 J. Gittings
Clk

Mr John Scott Esq. Jackson Township
Union County

Depositions of Angus
Clark & Amos Snuffer in the Suit of H.
Newsom vs. C. Mershon. before said Justice
pending. Taken Sworn & directed by me
William Andes. J.P.

Filed March
4 1836 J. Gittings

The deposition of Angelus Clark of the Township of Rush and Champaign County Ohio of lawful age taken before me at my office at the time specified in and pursuant to the enclosed notice to be used in evidence on the trial of a cause now pending before John Scott J.P. of Jackson Township Union County where in H. Newsome is plaintiff and C. Mershon Deft

The said Angelus Clark being by me duly sworn and caused to testify the truth the whole truth and nothing but the truth doth on his said oath depose and say that

That Cornelius Mershon telled him that he Mershon was to build a house on the Newsom farm adjoining the house that was built by me A. Clark on said farm

Angelus Clark

The Deposition of C. V. Snuffin. Taken at the same time and place who being of lawfull age and also sworn as aforesaid doth on his said oath depose and say that.

Question by plaintiff What was the condition of the House built by C. Mershon on the Newsom farm when you moved into it.

Answer by witness Their was a lower floor in the house & a partition in the same but one Door was down. and no upper floor nor sash or glass in the said house

Question by plaintiff what was the condition of the farm when you moved on to it.

Answer by the witness.

The fences were down in a number of places=

(over)

and Horses Cattle and Hogs were straying over ~~the farm~~

his
Amos + Snuffin
mark

I William Cardas Justice of the peace for Rush Township in Champaign County State of Ohio do certify that Angus Clark and Amos Snuffin was by me sworn to testify the truth the whole truth and nothing but the truth. and that the foregoing Depositions by them Subscribed was reduced to writing by me and taken at the time and place in the Notice Specified

Signed - William Cardas. J. P.

December 30th 1835

Cost
Justices fees - 42 cents
Witnesses do -
Angus Clark - 50 cents
Amos Snuffin - 50 cents

To John Scott Justice of the peace of Union County Ohio

Deposition of Daniel Bishop taken sealed up and Directed by me to be read in the case of Henry Newsom vs Cornelious Mershon depending before you

William Truffin Justice of the peace

Filed March A 1836 Wm Lucas

Deposition of Daniel Bishop of allen township
In the county taken on the 22nd Day of
December in the year 1835 between the hours
Eight in the morning and two in the Evening
of said Day at the office of William Griffin
Pursuant to the Enclosed Notice to be Read
in Evidence in a cause depending before John
Scott JP Between Henry Newsom plaintiff and
Cornelius Menshon Defendant as follows —
The said Daniel Bishop doth Depose and
say, question by plaintiff, Did you Hear
Cornelius Menshon say where Newsom said
he Menshon should build that house
answer yes at the End ~~of~~ a house built by
Clark
question by plaintiff How far is the house that
Menshon built from the house Clark built
answer I suppose about one hundred yards
question by plaintiff if Menshon had of built this
House at the place where he had agreed to
build it at the End of the house aforesaid what
would the building of such a House be worth
~~answer question~~ witness Declines answering the above question
question by plaintiff How far is and whereabouts
is this house that Clark built from the House that
Clark now occupies
answer I suppose about sixty Rods
Further this Deponent saith not

Daniel his X mark Bishop

(75) I William Snuffin Justice of the peace for allen Township Do Hereby certify that Daniel Beshop was by me sworn to testify the truth the whole truth and nothing but the truth as a witness in the within named cause and the foregoing Deposition by him subscribed was Reduced to writing by me and taken at the time and place in the Enclosed Notice specified

given Under my hand and seal this 22nd Day of December in the year 1835

William Snuffin J P

Union Com Pleas

Henry Newsom

vs Execution

Cornelius Mershawn

Judgement Debt	8..95
Clerk fees —	5..05
Sheriff fees —	45
Witness fees —	3..50
Refferees —	2.50
Cons Dams —	50
Justice Scott —	3.77
	16..72

Int from Jan 28:

This Writ &c — 35

Rec in full

R Clark Sheriff

Dec 18 Execution Recd Dec 22nd 1836

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 Chat
tles in your Bailwick of Cornelius -
Mershawn the Sum of Sixteen
Dollars & Twenty two ~~cents~~ cents
which by the Judgement of our Court of Common Pleas
within and for the County of Union at the June T—
Term thereof A.D. 1836 Henry Newsom Recovered
against the Said Cornelius Mershawn with In
terest thereon from Twenty Eighth Day of June 1836 untill
Paid and Also the Sum of $-0 35 the Cost
of Increase on Said Judgement 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 Bailwick of the Said Cornelius
Mershawn and have that Money before
our court of Common Pleas on the first day
of their next Term to render unto the Said
Henry Newsom and have you then there this
Writ Witness the Honorable Joseph R Swan
President of an Said Court at the Court House in
Marysville this 16th Day of Dec 1836
Attest Silas G Throng Clerk
" "

Newsom
vs
Mev Shamm
Justice Costs
Receipt for fees
in full $3,77

$3,77

August 15th 1836 Received of Cornelius Mershon one Dollar & twenty three cents my fees in full in a case between H. Newsome & C. Mershon. appealed to the court of common Pleas. union county from my Docket Appealed on the 18th January 1836

John Scott J P

August 15th 1836

Received of Cornelius Mershon fifty cents in full as fees in a suit wherein ~~Henry Newsome~~ was Plaintiff & said Mershon was Defendant Appealed on the 2nd Day of March to the court of common Pleas union county from my Docket Jackson union county Ohio John Scott J P

Civil/Domestic Case File

Case No. 1836-CV-0009

To S. G. Strong Esq.

Transcript

Henry Newsome

vs

Cornelius Merchon

Henry Newsome

vs

Transcript

Cornelius Merchon

Filed Pinacle

4 1836

Recorded

Henry Newsom
vs
Cornelius Mershon
Debt $ 40.00
Interest 4 60
Just fee 25
Recognizance 25
Cons fee 25

Action of Debt
Suit brought on a note under Seal bearing Date 27th April 1833 for the sum of $ 40.00 Payable on the first of April next after Date Purporting to be Payable by Cornelius Mershon Defendant to Plaintiff and attested by James Mershon

February 18th 1836 Summons Issued returnable on the 26th Inst. at 12 o'clock on said Day

February 25th Summons returned by John B Davis Const. Endorsed Served by reading to the Defendant February 22d 1836 fees 25 cts

February 26th 1836 The Defendant failed to appear to Make any Defence whereupon Judgement is given by Default against Cornelius Mershon for the sum of forty Dollars Debt four Dollars and Sixty cents Interest and Costs of Suit Taxed at fifty cents

In the action of Henry Newsom against Cornelius Mershon I Joseph Ingraham acknowledge my self Bail for the Appellant in the sum of one Hundred Dollars to be levied of my goods and tenements in case the the appellant shall be condemned in the action and shall fail to Pay the condemnation Money and costs that have accrued and that may [illegible] in the court of Common Pleas

Signed Joseph Ingraham

Taken signed and acknowledged on this 2d Day of March 1836 before me John Scott Just P

State of Ohio Union County ss

I John Scott a Justice of the Peace within and for the Township of Jackson in said County do hereby certify that the foregoing is a true copy from my Docket of the Proceeding and Judgement in the above case Given under my hand and Seal this Day of March 1836

fees this Transcript 31 1/4 cts

John Scott Justice of the Peace

Cornelius Newson
Bill
Particulars with
A. Newsome

Filed March
4 1836
A G Strong Clk

Newson
Bill

		Dr. $	cts
1833	Henry Newsum To Cornelius Mershon		
	To mowing and clairing up weed patches	2.	00
	To building one dwelling house and smoke house taken from the stump	105.	00
	To seven hundred rails made halled and put up @ $1. pr. hundred	7.	00
	To clairing off one acre or more of ground	3.	00
	To making halling and setting 820 stakes for Cornl Mershon @ 75 cts pr. hundred	6.	15
	To making and putting on 410 rails on the same for riders	4.	10
		128	25
		8	00
	Dollars Due	$ 3	25

94 75

aprile the 27th - 1833

on or before the first of aprile next I promise to pay Henry Nusem forty dollars it being for value received as witness my hand and Seal

Cornelius Menshon Seal

Attest

James Menshon

5.00 240
2
480
200
680

Nuisance

Ex. Copy of Rule

" of Reference

Mersham &c

Recorded

Henry Newson
vs.
Cornelius Merchan } appeal &c

Henry Newson
vs
James Merchan } appeal.

The two cases above mentioned having come into this Court on appeal by the Defendent & this Court being satisfied that the Cause of Action in both cases is & was at the commencement of this suit the same do order said Cases to be Consolidated. And the Parties now here do agree to submit the Case thus Consolidated to the Award & final Determination of William Andrus & Joseph Cobberly Arbitrators mutually Chosen by the parties who are to meet at the Dwelling house of Amos Snuffin on the 14th day of this Just at 11 o'clock A.M. of said day with liberty to adjourn from day to day until they shall have made up their Award & that said Award be made up by said Arbitrators & filed with the Clerk of this Court on or before the first day of the next Term of this Court & that judgment be rendered by this Court at the next Term on said Award so to be formed by said Arbitrators as aforesaid & that no exceptions be taken by either party to any informality that may exist in said Award and ~~that this Cause continued~~ And that either party have liberty to withdraw from from the files of this Court any or all of the Bills of Particulars by them used at the Trials before the Justice of the Peace & that this Cause stand continued

Civil/Domestic Case File
Case No. 1836-CV-0010

No. 36-CV-10

Union Common Pleas Court

Henry Wimer for &c
Plaintiff,

against

Ephraim Marker
Defendant.

JUN 1836

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

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

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

Union Comm. Pleas -

Henry Minier for
L. B. & McLean Pltf -

vs { Deft -

Ephraim Shankles

Co. C. Smeltzer Pltff atty

Filed March 5. 1836

D - 500
Ct 350
Sheriff 250

Henry Wimer for the use
L. B. McLean Jun.
vs
Ephraim Markle

Union Comth Pleas-

Debt $80.4 & Dam $100-

Sum a Capias returnable ~~forthwith~~ next Term
Endorsed "Suit brot on record of a judgment rendered in Huntingdon
Comth Pleas November Term 1818 - Judgment & costs $80.46 - & subsequent
interest - also for goods ~~sold & del~~ delivered &c-
To the Clerk of Union Comth Pleas - March ~~4th~~ 1836.

Hold to bail in $200-00

Charles Smoulson Plffs Atty

State of Ohio Union Comth Pleas-

C. Smoulson being duly sworn as his
oath says - that the sum is, as he verily believes a balance due from
the above named defendant to the plaintiff of one hundred
dollars and upwards and for the debt not-
Sworn and subscribed before me
this ~~3d~~ day of March 1836-

Charles Smoulson

Jas G Strong Clk

Order security for costs
C Smoulson

Mun Com Pleas

~~State of Ohio~~

vs } Capias

Ephraim Markley

Filed June 27 1836

A G Swan Clk

The within named Ephraim Markley is found guilty to 27 1836 Millcreek 1 90

6 Arrest Sheriff

State of Ohio / Union County ss

To The Sheriff of Said County Greeting

We Command you to take Ephraim Marble if he may be found in your Bailiwick and him Safely Keep So that you have his Body Before our Court of Common Pleas of the County Aforesaid at the Court House in Said County on the first day of their Next Term to answer unto Henry Wimer for the use of J B McLean Jr in a plea of Assumpsit Debt $80.46 & damages $100 & have you then there this writ

Witness J. R Swan President Judge of our Said Court at at the Court House this 21st day of March AD 1836

Silas G Strong Clk

Civil/Domestic Case File

Case No. 1836-CV-0011

Union Court Pleas

Silas G Strong

v E. H. Fadwiffe

Wm Shelpman

Debt — — —	$258.75
Dam — — —	1.29
Costs	$260.04
Clerk — — —	$1.72½
Shff — — —	16
Lawrence Docket	5.00
	$266.92½

Int March 5th 1836

until paid — 2.00

Execution 25. Rec 6

fees 4 cts — 35

for Levying & appraising $2.50

advertising — — 20

percentage — — 5.43.7

May 14th 1836 P B Smith Dep

for C Winget Sheriff

Received this execution

25 April 1836

P B Smith Dept for

C Winget Sheriff

Money made in full & paid to plaintiff debt & Costs

June 15th 1836

P B Smith Dep for

C Winget 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 Wm Shelpman the sum of $258.75 Dollars Debt & $1.29 Damages. Which by the Judgment of Our Court of Common Pleas within & for Union County at their March Term thereof 1836. Silas G Strong Recd against the said Wm Shelpman With interest thereon from the 5th Day of March 1836 untill paid. And also the further Sum of $6.88½ the costs of Increase on said Judgement and Accruing Costs And for Want of Goods and Chattels that you cause the Same to be Levied of the Lands tenements and Real Estate of of said Wm Shelpman And Have you that Money before Our Honorable court of Comn Pleas on the 1st day of Our Next Term to Render unto the said Silas G Strong And Have you then there this writ

Witness the Honorable Joseph B Swan President of Our said Court at the Court House this 25th Day of April AD 1836

Silas G. Strong Clk

1836

State of Ohio } Union Common Pleas March term
Union County } ss

Silas G. Strong Complains of William Shepp man in a plea of ~~assumpsit~~ debt for that whereas the said William on the 25th day of January in the year 1836 at the County aforesaid made his certain promisory in writing and delivered the same to the said Silas ~~for W~~ and thereby promised to pay the said Silas the sum of $258.75 ten day after date which time has long since elapsed and the said William in consideration thereof promised to pay the said Silas the amt thereof with interest from date yet the said William not regarding his said promises hath not paid the said sum of $258.75 debt ~~interest~~ nor any part thereof to the said Silas to the damages of the said ~~$100.46~~ Silas $1.29 and therefore he sues &c

State of Ohio } we the undersigned freeholders & residents of the County of
Union County } Union having been summoned & sworn by P. B. Smith Deputy
for Calvin Winget Sheriff of the County aforesaid impartially to appraise
the tract of land taken in execution in a case wherein Silas S. Strong
is plantiff and William Shelpman is defendant which tract of land
is bounded & described as follows to to wit Beginning at 2 Elms &
a redoak the Original S E Corner of said survey thence N 10 W 139
poles to lynn & beach thence S 80 W 194 poles to a large white oak
in the centre of ~~of~~ the road leading from Marysville to Marion
thence S 25 W 29 poles to a Stake thence N 80 E 160 poles to
a stake in the line of the lot conveyed to Wm Shelpman by
S S Strong & wife thence S 10 E 87½ poles to a hickory & sourwood
thence N 80 E 128 poles to the Beginning Containing 158 acres of
land more or less in survey No 5392 together with all and sing=
ular the hereditaments thereunto belonging or in any wise
appertaing did on this 10th day of May A D 1836 on actual
view and examination of said tract of land estimate &
appraise the value thereof in money at the sum of three
Dollars & fifty cents praise

Witness our hands & seals this 10th
day of May AD 1836

Stephen McLain
Samuel Wallace
Ira Wood

Fees claimed 50 each
$1 50

I the Subscriber Deputy for Calvin Winger Sheriff of Union County do certify that the within named appraisers are each and all of them respectable disentered freeholders residents in the County of Union and were by me summoned and sworn impartially to appraise the tract of land within described levied on as the property of William Shelhman in the Case within mentioned

May 10th 1836

P B Smith Dep.ty for
C Winger Sheriff of
U C

Civil/Domestic Case File

Case No. 1836-CV-0012

No. 36-cv-12

Union Common Pleas Court.

Silas G. String Plaintiff,

AGAINST

Hugh McAdow Defendant.

MAR TERM. 1836

JUDGMENT VS DEFENDANT

15428

Journal 1 Page 263

Record No. 2 Page 530

Ex. Doc. 1 Page 813

S. G. Strong
— 35

Wm C. Shadgeman
Hugh McCabour

Filed March 5 1834
S G Strong Clk

Recorded

State of Ohio } Silas G Strong
Union County } ss Union Common Pleas March term 1836

Silas G Strong Complains of Hugh McAdow in a plea of assumpsit for that whereas the said Hugh heretofore to wit on the 20th day of August in the year 1835 at the County aforesaid made his certain promissory note in writing and delivered the same to the said Silas and thereby promised to pay the said Silas $150.00 thirty days after date which time has now elapsed and the said Hugh in consideration thereof promised to pay the said Silas the amt thereof to the said Silas with interest from date. yet the said Hugh not regarding his said promises has not paid said sum of money nor any part thereof but to the damage of the said Silas $154.75. and therefore the said Silas sues &c.

Silas G Strong

150 7

1) 1050 (68 2/7

90

90 4,785

60

478

Hugh McAdow's

Note.

~~Columbus~~, Mansville Aug 11th 1835.

$ 150

Thirty Days after date, for value received I promise to pay to, or the order of Silas G Strong One hundred and fifty Dollars with interest to be computed at Seven per cent untill paid.

Hugh McAdow

I do hereby authorize and empower Wm C Lawrence or any Attorney at Law in the State of Ohio, to appear in any Court of Common Pleas in the State of Ohio, at any term of said Court, or before any Justice of the Peace in the State of Ohio, after the above note becomes due, and confess a judgment against me for the amount of the said note and interest that shall then be due, and to waive all error and benefit of appeal.

Witness my hand and seal, the 11th day of August 1835

Test

Levi Mills

Hugh McAdow Seal

Strong
vs
McAdow.
for Record March
Term 1836

Received Judgment Debt in full
August 1st 1837
Silas G. Strong

Received Clerks fees
Receipt 35 cts - and Sheriffs fees in full
S. G. Strong

Read Docket fee $.50
A. Gilmore Clk

Union Com Pleas
Silas G. Strong
v } fi fa
Hugh McArtow

Debt	154,98
Costs	7,0942
This writ	35
	$162.24½

Interest from March 5. 1836

Money made in full
August 1st 1837
R. Clark Sheriff
Filed Sept 28 1837
Jas. H. Gill 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 chattels in your bailiwick of Hugh McAdow the sum of one hundred and sixty one Dollars and Eighty seven cents which by the Judgment of our Court of Common Pleas of the County of Union ofsd at the March Term thereof 1836 Silas G. Strong recovered against the said Hugh McAdow with interest thereon from March 5th 1836 until paid 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 Hugh McAdow and have that money before our said Court of Common Pleas on the first day of next Term to render unto said Strong & have then this writ

Witness I. R. Swan President of said Court this 18th day July 1837

James H. Gill Clerk C.P.

Civil/Domestic Case File

Case No. 1836-CV-0013

No. 36-CV-13

Union Common Pleas Court.

Thomas Drakely
Plaintiff,

AGAINST

Andrew McAdow
Defendant.

OCT TERM 1836

JUDGMENT VS DEFENDANT

$281 60

Journal 1 Page 287

Record No. 2 Page 5-88

Ex. Doc. 1 Page 65

Thos Drakeley
vs
Macadow

Precipe

Filed June 1st 1836
A G Strong Clk

Recorded

Spuo

Thomas Drakeley
Assignee of Thomas
Casteel
vs
Andrew McAdow
and
James McAdow

Union County Court of Com
mon Pleas

In Assumpsit
Damages $300.00

Issue a Summons returnable at next
term endorse Suit Brought on a Note of hand given
by defendants to Thomas Casteel (which Note was assigned
to plaintiff on 30th October 1835 for value Recd) said Note
for the payment of Two hundred and Sixty four Dollars with interest
from date. And dated the 3rd day of September 1835 payable
on the first day of April next thereafter, also for 00 00 &c Money
had and received &c

May 21 - 1836

W. B. Sanderson atty for plff

Clerk of Court of Com Pleas
Union County Ohio

Suit Brot on a note of hand given by defendants to Thos Bastell which note was assigned to plaintiff on 30 octr 1835 for value Received & note calls for the payment of two hundred and sixty four dollars and dated on the 30 day of Sept 1835 and payable on the 1st day of July thereafter with interest from date and also for good sale loans hand and received

May 21 1836

W B Lawrence atty for Pltff

Union Com Pleas

Thos Drakeley

vs

Andrew McCadam

& Jas McCadam

Served on the within named Andrew McCadam by ~~James McC~~ by handing them a copy of this writ May the 23 1836 and on James McCadam by leaving a copy of this writ at his place of residence May the 23 1836

Mileage	-6-
Service	-50
2 copys	-25
	1.00

P B Smith Dept for
C Winget Sheriff

Filed Jun 27 1836
Upton Clk

Good for Costs
Levi Upton

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you to Summons Andrew McCadow & James McCadow to appear Befor our Court of Common Pleas of the County aforesaid at the Court House in Said County on the 1st day of their next Term to Answer unto Thos Wakeley apignee of Thos Casteel in a plea of Assumpsit Damages $300.00 & have you then there this writ

Witness J R Swan President of our Said Court at the Court House this 22nd day May 1836

Silas G Strong Clk

Thos Drakely
vs
A. B. Meadow

Declaration

Filed July 2, 1836
S G Strong
Clk

Recorded

Union Common pleas June Term 1836

State of Ohio
Union County So.

Thomas Drakely complains of Andrew McAdow and James McAdow in a plea of assumpsit for that whereas the said defendants on the 3rd day of September 1835 at Union County and state of Ohio made their promissory note in writing and then and there delivered the same to Thomas Castee and thereby promised to pay the said Thomas Castee or bearer Two hundred and sixty four dollars on or before the first day of april next) meaning the next there after) which time has now Elapsed with interest from date and the said Thomas Castee on the 30th day of October 1835 Endorsed the same to the said Thomas Drakly whereof the said defendants then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the sd Thomas Drakly according to the tenor and Effect thereof and also for that whereas the said defendants on the day and year aforesaid at the County aforesaid were indebted to the said plaintiff 264 dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request &c and whereas the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises aforesaid then and there promised to pay the said several sums of money to the plaintiff on request yet they have disregarded their promises and have not paid the said sums of money nor either of them nor any part thereof to the damage of the plaintiff 300. dollars and thereupon he brings suit &c

W. C. Lawrence
Att'y for Plff

15.62½
5.06¼
10.56¼

Union Com. Pleas

Thomas Drakeley
vs Execution
Andrew McAdow &
James McAdow

Judg. Debt	$281.60
Clerks fees	3.04
Sheriff fees	1.87½
W. B. Lawrence Docket	5.00
	$291.51

Int. from Oct 11th 1836

This Ex. &c	35
	$

Filed March 29 1837
S. G. Strong Clk

Dec 7. Execution Rec'd Dec 22nd 1836
Dec 24th Levied with the within Execution on one lot of Brick one lot of Shingles and one Lot of Plank
No more Good found whereon to Levy

Dec 26. Levied on in Lot No 94 in the Town of Marysville and appraised by the Oaths of Stephen McLane Wm Wells and Isra Wood at the sum of $250,00
Personal property Advertised for Sale proceedings stayed six months by Plaintiffs Conditional Order
Rec'd Plaintiff Receipt for $18,00
Seventy five dollars
June 19th 1837 R Clark Sheriff

Serv	35
Coll Sugg	100
Adv	1 50
Mil	5
Paid	150
	$4,35

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 Andrew McAdow
& James McAdow the Sum of Two Hun
=dred & ninety one dollars & fifty cents Dollars which by the
Judgement of our court of common Pleas within
and for the Said County of Union at the October
Term thereof AD 1834 Thomas Drakely
Recovered against the Said Andrew & James McA
=dow with interest thereon from the 11th day of Oct 1836
untill Paid and also the further Sum of $0 35
Costs of Increase on the Said Judgement and
the Accrueing Costs and for want of Goods and
Chattles that you cause the Same to be Levied of the
Lands and tenments in your Bailwick of the Said
Andrew & James McAdow and have that Money before
our Said Court of Common Pleas on the first day
of their next Term to render unto the Said
Thomas Drakely and have you then there this
Writ Witness the Honorable Joseph R Swan Esq
President of our Said Court at the court House this 16 day
of Dec 1836

Attest Silas G Strong Clerk

Rec'd Nov 24th 1837

Feb 10th Advertised Lot for Sale on the
12th Day of March Offered Lot for Sale agreable
to advertisement and found no Bidders
R Clark Sheriff

Serv — 35
Printing order 200
6 notices advert 225
Ad'l 5
$4,65

Union Com. Pleas

Thos Drakely

v

James McAdowes

Judgt	$281,60
Costs - -	10.10 1/2
Writ	35
	292.05 1/2

Credits, Jany. 19, 1837 $75,00
July 28 " " 50 6 1/4
$800 6 1/4

Filed April 18th 1838
James W. Gill Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting

We command you that those lands and tenements of James McAdow which you lately according to our command took into your hands and which remain unsold you expose to sale to satisfy Thomas Drakely the sum of $291,51 which by the Judgment of our Court of Common Pleas within and for said County of Union at the October Term thereof 1836 the said Thomas Drakely recovered against the said James McAdow and Andrew McAdow with Interest thereon from Oct 18th 1836 until paid and have the money arising from such sale before our said Court on the first day of said Court at their next Term to render unto the said Thomas Drakely and have then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 24th day of Nov 1837

James H. Gill

having exchanged the Brick Shingles & plank for a lot of window sash & a shining wheel by the plaintiff in pursuance of an execution to sell the same on the 25th July offered property for sale appraised to Daniel Mitchell and said sash to Daniel Mitchell for $4.25 said Michael to pay the Sheriff at

$5.06 1/4

Union Com. Pleas

Thomas Drakely
v } Venditi
Andrew McAdow
& Jas McAdow

Judgt Debt	$381.60
Clerks fees	3,35
Sheriffs --	6 42/12
Writ	35
Int to Oct 11th 1836	
	$391.70 1/12

Recd Jan 18th 1837

$75,00

Serve	35
Adv. pst	200
Adv. nwt	224
Mil	5
Adv. Chattles	1,87 1/2
Poundage	10
	6,62 1/2

Filed Oct 2nd 1837
Jas H. Gill Clerk

Rec'd July 12th Advertised lot to sell on the
30th Day of Aug lot for sale appraised
to Advertisement not sold for want of a bid
Sept 30th 1839 R Clark Sheriff

66 64
4 95
5
71 3/4

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that those goods and chattels and those lands and tenements of James McAdow which you lately according to our command took into your hands and which remain unsold, you expose to sale to satisfy Thomas Drakely the sum of $291,51 which by the Judgment of our Court of Common Pleas within and for said County of Union at the October Term thereof A.D. 1836 the said Thomas Drakely recovered against the said James McAdow and Andrew McAdow with interest thereon from October 10th 1836 until paid and have the money arising from such sale before our said Court of Common Pleas on the first day of their next term to render unto the said Thomas Drakely and have you then there this writ

Witness I R Swan President of said Court this 12th July 1837

Ja H Gill Clerk C.P.

Civil/Domestic Case File

Case No. 1836-CV-0014

No. 36-CV-14

Union Common Pleas Court.

Nicholas Hathaway
Plaintiff,

AGAINST

J & J Colleges
Defendant.

OCT TERM. 1836

JUDGMENT VS DEFENDANT
$309 50

Journal 1 Page 284
Record No. 2 Page 573
Ex. Doc. 1 Page 60

Suit Brot on a note of hand given by defendant to plaintiff for the sum hundred dollars dated 29th day march 1836 & payable on or the 18th day of May 1836 with interest also for goods sold & delivered &c wares had and rec'd &c May 21 1836

W. C. Lawrence Atty for Pltff

Union Com Pleas

Nicholas Hathaway
vs
John Coolidge &
Charles Coolidge

Demand on the within Monday
claim & same Coolidge by Com=
ering them a copy of this writ
May 29th 1836 Allegan --- 1.0
Service --- 2
Copying --- 25
& fees
Geo Bank Sheriff
By Minor Sheriff

Filed Jun 17
1836
A Lathrop
Clerk

State of Ohio Union County ss

To the Sheriff of Sd County Greeting!

We Command you to Summons John Cool=edge & Isa Cooledge to appear before our Court of Common Pleas of the County aforesd at the Court House in Said County on the 1st day of their next Term to answer unto Nicholas Hathaway in a plea of a pumpsit Damages $400.00 & have you then there this Writ Witness I R Swan President of our Court of Common Pleas aforesaid this 22nd day of May AD 1836

Silas G Strong Clerk

Hathaway
vs
Coolidge

Filed May 2nd 1836
G Strong
Clk

Recorded

Nicholas Hathaway
vs
John Coolidge
and
James Coolidge

Pr assumpsit

Damages $400.00

Issue a summon returnable next term on forse dum Boot on a note of hand given by Defendants to Plaintiff for three hundred dollars dated 29 day March 1836 and payable on the 1st day May 1836. with interest ~~from date~~ also for goods sold and delivered &c Mandy had and received &c

May 21. 1836

N. B. Lawrence atty for Plff

Clk of Com Pleas
Ashtabula County Ohio

Hathaway

L & L. J. Coolidge

Declaration

Filed July 2 1886

Silas G. Strong

Clerk

Recorded

Union Comm Pleas June term 1836

Union County Ss

Nicholas Hatheway complains of James F. Cooledge and John Cooledge in a plea of assumpsit for that whereas the said John and James F Cooledge on the 25th day of March in the year A.D. 1836 at the County of Union aforesaid and State of Ohio made their promissory note in writing and delivered the same to the said Nicholas Hatheway and thereby promised Jointly and Severally to pay the Nicholas Hatheway or order the sum of three hundred dollars by the first of May next (meaning the next thereafter) which time has now elapsed with Interest and the said John & James F. Cooledge then and there in consideration ~~thereof~~ of the premises promised to pay the amount of the said note to the said Nicholas Hatheway according to the effect and tenor thereof And also for that whereas the said John and James F. Cooledge on the day and year aforesaid at the County aforesaid were indebted to the said Nicholas ~~the~~ in the sum of 350 Dollars for money then and there lent by the plaintiff to Defendants at their request and in the sum of 350 Dollars for money found to be due from the ~~pla~~ Defendants to the plaintiff on an account then and there stated between them And whereas the Defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises aforesaid then and there promised to pay the said several sums of money to the plaintiff on request yet they have disregarded their promises and have not paid the said sums of money nor either of them nor any part thereof to the damage of the plaintiff 400 dollars and thereupon the bringing suit &c

W. C. Lawrence
atty for plff

Dec 8th Execution Recd Dec 8th 1836

11th

	309.50
	3.09
	50
	3.59
	3.13
	2 00
	1.13.25
	25
	113.25
	50
	63.25
	63
	63.88

March 30th 1837
Recd the balance of this execution in full and paid the same over to pltff in Court also $5.00 docket fee
W C Lawrence
atty for pltff

Union Com. Pleas

Nicholas Hathaway
vs } Fi fa & Ca sa
John Coolidge

Judgement Debt $309.50
Clerk fees $3.51½
Shff Wingt 1.57
Clk Docket 5.00 — 9.88½
Int from Oct 10th 1836
Execution Ret. & file 35

Dec 31st 1836 Recd two hundred & two Dollars R Clark Sheriff

Jany 2nd 1836 Recd $200.00 of the within W C Lawrence atty for pltff

Jany 13th 1837 Recd $50.00 W C Lawrence atty for pltff

Balance of Money Made March 24th 1837
R Clark Sheriff

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We Command you that you cause to be Levied of the goods and chattels in your Bailiwick of John Coolidge the Sum of Three Hundred and Nine Dollars and fifty cents, Which By the Judgement of Our court of common Pleas within and for the County of Union At the October Term thereof A.D. 1836 Nicholas Hathaway Recovered against the Said John Coolidge With Interest from the 10th Day of October 1836. Unpaid paid And Also the further Sum of $8,79 his costs in the behalf Expended and also the further Sum of $1,09 costs of Increase and all accruing cost and for want of Goods & chattels that you cause the Same to be Levied of the Lands and Tenements of the Said John Coolidge And Have That Money before Our Court of common Pleas on the 1st Day of the Next Term To Render unto the Said Nicholas Hathaway And Have you then there this Writ

Witness Joseph A Swan Esq President of Our Said court at the court House the 8th Day of Decr 1836

Silas G Strong Clerk

Civil/Domestic Case File

Case No. 1836-CV-0015

No. 36-CV-15

Union Common Pleas Court.

Edward Bailey
Plaintiff,

AGAINST

Cornelius Mershawn
Defendant.

OCT TERM. 1836

DECREE FOR PLAINTF

Journal 1 Page 281

Record No. 2 Page 562

Ex. Doc. Page

Union Com. Pleas

Sol. Dow
Rec'd. Rec & Exct.

Cornelius Mershon,
Deft.
Filed June 13th 1836
Silas Strong
Clk

Record Entd
Submitted
to Court
Judg Entd
for Pltff

Imm

Imm
Mileage $1.00 Serv $1.25
DB Smith Dfte
for C. Majors Sheriff

Union County Court } Court of Common Pleas of the Term of June 1836.

State Dear complainers of Richard Roe for that Edward Bailey on the first day of June in the year of our Lord one thousand eight hundred and thirty six has demised to the said John Doe No 8 as surveyed by Levi Phelps part of Survey No 9943 Virginia Military also the messuage the barn the stable the orchards the out houses the gardens one thousand acres of arable land one thousand acres of pasture land one thousand acres of meadow land one thousand acres of wood land one thousand acres of land covered with water with the appurtenances situate in said County of Union and also for that Edward Bailey on the 25th day of March AD 1834 had demised to the said John Survey No 9943 Virginia Military also the house the stable the orchards the gardens the out houses one thousand acres of plow land one thousand acres of pasture land one thousand acres of meadow land one thousand acres of wood land and one thousand acres of land covered with water with the appurtenances also for that James Taylor on the 25th day of March 1834 had demised to the said John Survey No 9943 Virginia Military Survey also the house the barns the stable the out houses the orchards the gardens one thousand acres of plow land one thousand acres of pasture land one thousand acres of meadow land one thousand acres of wood land one thousand acres of land covered with water and one thousand acres of other land with the appurtenances situate in said County of Union to have and to hold the same unto the said John Doe

for the several days aforesaid and in the several years aforesaid and for and during the term of twenty years thence next ensuing by virtue of which said several demises the said John entered into the said tenements with the appurtenances and was possessed therein for the term aforesaid and the said John being so therein possessed the said Richard afterwards to wit, on said several days 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 the damage of the said John fifty dollars and therefore sues

By [illegible] his
atty.

To Cornelius Mashore, Sir, I am informed you are in possession of or claim title to the premises in the declaration mentioned or to some part thereof and I being seized in the claim 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 said 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.

your loving friend, Richard Roe

June 11th 1836.

W W Stale

John Doe ex dem
vs
Cornelius Meekhon

Plea Recorded

Filed June 27 1836
S G Strong Clk

Copied

Union Common Pleas June term 1856

John Doe ex dem
Edward Bayley
vs
Richard Roe

On Motion to the Court It is ordered that Cornelius Mershon be made defendant herein in the place of the now defendant Richard Roe

John Doe ex dem
Edward Bayley
vs
Cornelius Mershon

And the said Cornelius Mershon comes and confesses the lease entry and ouster in the said declaration mentioned and admits himself to be in possession of Lot No eight as surveyd by Levi Phelps on Survey No 9943 Virginia Military Land parcel of the premises in the said declaration mentioned and for plea says that he is not guilty of the trespass and Ejectment in the said declaration alledged against him and of this he puts himself upon the Country and the said John Doe doth the like

W & J Lawrence
attys for Deft

Civil/Domestic Case File

Case No. 1836-CV-0016

No. 36-CV-16

Union Common Pleas Court.

The Clinton Bank
Plaintiff,

AGAINST

Lord Lathrop et al,
Defendant.

OCT TERM 1836

JUDGMENT VS DEFENDANT
$307 56

Journal 4 Page 176 285-

Record No. 2 Page 576

Ex. Doc. 1 Page 61

Clinton Bank
vs
Recorded
Vattrot 48

Bank

vs

Lartnaf et al

Filed June 26
1834
A G Strong
Clk

Recorded

The President Directors & Company of the Clinton Bank of Columbus
vs
Lord Lathrop, Runyon Clark and Warren Lathrop

Assumpsit
Damages
$400.00/100

Upon a promissory note not set forth.

Endorse suit bot on a note of hand executed by Defts to Pltffs for $300.00/100 dated March 8th 1836 & payable 24 days from date.

Whole amount due

J. W. Wright
p. q.

Clk Un. Cp.
Filed 25 1836

Dear Sir,

If security for costs should be required in the above case - please have it done, and I will reimburse you - write whether process is served.

Respy & Truly Yrs
N. St. Swayne

J. G. Strong Esq —

2700
L. Lathrop
$300. May 7/10

Marysville
Union Co

$300.

Col. Mch 8th 1836

Sixty Days after date we promise jointly & severally to pay to the President directors & Company of the Clinton Bank of Columbia at their Bank - three hundred dollars - without deduction value received.

Lord Lathrop

William Clark

Marvin Lathrop

Due $307-56

Reported to O Sherwood

Suit Brot on a note of hand executed by defendants to pltffs for $300 00/100 dated March 8 1836 and payable Sixty days after date Whole amount due

N H Swayne
pr plff

Clinton Bank
vs in assumpsit
Lord Lathrop et al

John Alsop

Filed June 27, 1836
M. G. Strong Clk

Recorded

Served on the within named Defts by leaving copys of this writ at their places of residence

Service - 6c
Mileage - - 5
Copies - - 50
$1.16

C Wright Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to Summons Lord Lathrop Ransom Clark and Warren Lathrop to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County, forthwith to answer unto The President & Directors & Company of the Clinton Bank of Columbus in a plea of Assumpsit Damages $400 00/100 and have you then this Writ

Witness I R Swan President of our said Court this 24th day of June AD 1836

Silas G. Strong. Clerk

The Clinton Bank
vs
Lord Lathrop Ransom
Clark & Warren Lathrop

Recv

Assumpsit
Utica July 29th 1836
Silas G Strong
Clerk

N. H. Swayne

STATE OF OHIO, } Union County, ss. }

Court of Common Pleas, June Term, A. D. 1836.

The President Directors & Company of the Clinton Bank of Columbus complain of Lord Sathrop, Ransom Clark & Warren Sathrop

in a plea of assumpsit, for that, whereas the defendants on the eigth day of March A. D. 1836, at Union County, aforesaid, made their promissory note in writing, and thereby promised to pay to the plaintifs three hundred dollars sixty days after the date thereof; which period has now elapsed; and then and there delivered said note to the plaintifs and promised the plaintifs to pay the same, according to the tenor and effect thereof.

~~**And also**—for that, whereas the said defendant on the day of A. D. 183 , at the county aforesaid, made other promissory note in writing, and thereby promised to pay the said plaintif dollars after the date thereof; which period has now elapsed; and then and there delivered said note to the plaintif, and promised the plaintif to pay the same, according to the tenor and effect thereof.~~

And also—for that, whereas the said defendants on the fourth day of January A. D. 1836, at Union County, aforesaid, was indebted to the said plaintif in the sum of four hundred dollars for the price and value of goods then and there bargained and sold by the plaintifs to the defendants at their request: and in the sum of four hundred dollars, for the price and value of goods then and there sold and delivered by the plaintifs to the defendants at their request: and in four hundred dollars, for the price and value of work then and there done, and materials for the same, provided by the plaintifs for the defendants at their request: and in four hundred dollars, for money then and there lent by the plaintifs to the defendants at their request: and in four hundred dollars, for money then and there paid by the plaintifs for the use of the defendants at their request: and in four hundred dollars, for money then and there received by the defendants for the use of the plaintifs: and in four hundred dollars, for money found to be due from the defendants to the plaintifs on an account then and there stated between them.

And the said defendants afterwards, to wit: on the day and year last aforesaid, in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintifs on request.

Yet the said defendants have disregarded their promises, and have not paid the said several sums of money, in this declaration mentioned, or either of them, or any part thereof, to the damage of the said plaintifs four hundred dollars; and thereupon they bring suit, &c.

N. H. Swayne
Atty for Pltffs

Received this writ by levying on 3 Nats of Leather
on the 27th day of March 1837. Paid to State Clerk

Levy	$0 35
Poundg	35

Union Com Pleas

The President Directors &
Co. of the Clinton Bank of
Columbus
vs
Lord Lathrop
Warren Lathrop &
Ransom Clark

Execution

Judgement Debt	$307.56
Clerks fee	3.17
Shff fees	1.47
Docket fee	5.00
	317.20
Int from Oct 11th 1836	
This writ &c	35

Filed March 30 1837
J G Strong Clk

Received 14th March 1837

State of Ohio, Union County ss
To the ~~[illegible]~~ Coroner of Said County Greeting
We command you that you cause to be
Levied of the Goods and Chattles in your
Bailiwick of Lora Lathrop, Warren Lathrop & Ransom Clarke
The Sum of $317.. Dollars & 20
cents which by the Judgement of our Court of
common Pleas of Union County at the October
Term thereof AD 1836 The Pres. Directors & Co of the Clinton Bank of Columbus Recovered
Against the Said Warren, Lora, & Ransom with Interest
thereon from the 11th day of Oct. 1836 untill Paid and
Also the further Sum of $0-35 costs of
Increase on Said Judgement 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 Lora & Warren Lathrop & R Clarke
And have that Money Before our court of Common
Pleas on the first day of their next Term to render
unto the Said Clinton Bank of Columbus And have you then
there this Writ

Witness the Honorable Joseph H Swan Esq President
of our Said Court at the Court House this 16th day of Dec.
AD 1836

Attest Silas G Strong Clerk

Union Common Pleas

Clinton Bank
vs
Fi Fa
Lord Lathrop et al

Judgment for Damages	$307,56
Costs	9,67
This writ	35

Filed May 24, 1837
S. H. Gill
Clerk

Received this Execution on the 27 day of June 1837 & in pursuance of the within Command — have caused the same to be levied on the following property within described — Seized on the following property to wit 3 lots of Land in the 1st Ward 1832 & further proceeding said by order of the Clerk May 24th 1837. James A. Steel — Coroner

Levying this writ, 35
Miscellaneous, 25 cents $1,25
James A. Steel

State of Ohio Union County } ss

To the Coroner of said County Greeting

We command you that you cause to be levied of the goods and chattels in your bailiwick of Lord Lathrop Ransom Clark and Warren Lathrop the sum of three hundred and seven Dollars and fifty six cents damages and costs of prosecution taxed to nine dollars and sixty four cents which by the Judgment of our Court of Common Pleas within and for the said County of Union at the October Term thereof A.D. 1836, the President Directors and Company of the Clinton Bank of Columbus recovered against the said Lord Lathrop Ransom Clark and Warren Lathrop with interest thereon from Oct 11th A.D. 1836 until paid and the accruing costs and for want of goods and chattels that you cause the same to levied of the lands and tenements in your bailiwick of the said Lord Lathrop Ransom Clark and Warren Lathrop and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said President and Directors of the Clinton Bank of Columbus and have you then there this writ

Witness J.K. Swan President Judge of our said Court of Common Pleas this 27th day of April A.D. 1837

James R. Gill Clerk

Union Com. Pleas

Clinton Bank

v

Lord Lathrop et ats

Judgt	$307.56
Costs	9.64
Increase	2.45
Writ	.35
	$320.00

Specia 35
advertisement 1.87½

Filed April 19. 1838.

J. H. Gill Clk

Rec'd by Execution April 24 1838 of Clerk

[illegible] of Court [illegible] advertised for sale on the 19th day of June for sale according to redemption and the sale for want of appraisers of the State Corner

State of Ohio
Union County ss

To the Coroner of said County Greeting
We command you as heretofore we have commanded
on you that those goods and chattles of Lord
Lathrop Ransom Clark and Warren Lathrop
which you lately according to our command took
into your hands and which remain unsold you expose
to sale to satisfy the President Directors and Company of
the Clinton Bank of Columbus the sum of $317.20
which by the Judgment of our Court of Com. Pleas within
and for the said County of Union at the October Term
thereof 1836 The President Directors and Co of the Clinton
Bank of Columbus recovered against the said Lord Lathrop
Ransom Clark and Warren Lathrop, with interest thereon
from October 11th 1836 until paid. also the further sum of
$2.45 costs of Increase on said Judgment and the accru
ing costs and have the money arising from such sale
before our said Court of Com. Pleas on the first day
of their next term to render unto the said President
Directors and Co of the Clinton Bank of Columbus
and have you then there this writ
Witness James F. Gill Clerk of the Court of Com. Pleas
within and for said County this 8th day of Feb. 1838

James F. Gill

Union Common Pleas

Clinton Bank
v. } No 15
Dora Lathrop et als

Judgt	$307.56
Costs	9.64
Increase	4.57
Writ	.35
	$322.12

Service .35
Advertisement 1.85

Filed July 14. 1883.
James H. Gillette

2.20
.92
3.12

Received this writ on the 11th day of June 1883 and executed the same the 25 day of June 1883 by selling the real estate described in the advertisement hereto annexed for the sum of Twenty dollars and the costs of the sheriff.

Fees Sheriff

No 15

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the day of A. D. 183

The President Directors & Co of the Clinton Bank of Columbus

recovered against Lora Lathrop Ransom Clark & Warren Lathrop

as well the sum of Three hundred and seven dollars and fifty six cents, for their damages, as the sum of $9.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Lora Lathrop Ransom Clark & Warren Lathrop you cause to be made the damages and costs aforesaid, with interest thereon from the day of A. D. 183 , until paid. Also, the sum of $ ~~4.57~~ $4.51 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President Directors & Co of The Clinton Bank of Columbus

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this Three day of May A. D. 183 6

Attest: James H. Gill Clerk.

Clinton Bank
v
Vendi
Lord Pathick et als

Judgt	$ 307.54
Costs	9.64
Increase	1.82
Mrt	35
	$324.61

Serves ---- 35
advertisement 1.87½
2.22½

Filed Oct 26. 1838
Jas. H. Gill Clk

Recd this Oct 30th 1838
advertised for sale on the 6th of October and
offered for sale according to advertisement
but no sale for want of bidders
S. W. Stark Coroner

No 9

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 11th day of October A. D. 1836 The President Directors &c. of the Clinton Bank of Columbus

recovered against Lord Lathrop Ransom Clark and Warren Lathrop

as well the sum of three hundred and seven dollars and fifty six cents, for their damages, as the sum of $ 7.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Lord Lathrop Ransom Clark and Warren Lathrop which you by command took into your hands and which remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 11th day of October A. D. 1836, until paid. Also, the sum of $ 7.12 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Clinton Bank

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 24th day of July A. D. 1838.

Attest: Jas H. Gill Clerk.

Union Com Pleas

Michael Broom

vs.

Jacob Mockmont

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Moses Taylor John Reeder Zachariah Noteman George Richard Simon Richard & Otaway Cuny to be and appear Before the Honorable the Judges of the Court of Common Pleas at the Court House in Marysville on the 1st day of their next Term to testify and the truth to say in a certain Matter pending and undetermined wherein Michael Brown is pltff & Jacob McCleur defendant and thus they shall in no wise omit under the penalty of the Law shall you then there this writ

Witness the Honorable J R Swan Esq President of our Court aforesaid this 24th day of June 1836

Silas C Strong Clerk

Union Com. Pleas

~~Clinton~~ Bank

vs

Lord Lathrop et al

Damo	$ 307..56
Costs	9..64
Increase	9..69
writ	..35
service	3 5
advertising	8 71

Filed Apl 25 1839

Jas. H. Gill Clk

No. 19

Received this writ January 6th 1839 advertised for sale on the 2nd day March and offered for sale according to advertisement but no sale for want of bidders

D. W. Stell Coroner

23.63
9 99
13 99

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 11th day of October A. D. 1836 the president Directors and Company of the Clinton Bank of Columbus

recovered against Lord Lathrop Ransom Clark and Warren Lathrop

as well the sum of Three hundred and Seven dollars and Fifty six cents, for their damages, as the sum of $ 7.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore as often heretofore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Defendants which you hold by levy and which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 11th day of October A. D. 1836, until paid. Also, the sum of $ 7.69 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The president Directors and Co of the Clinton Bank of Columbus

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 13th day of Nov. A. D. 1836

Attest: Ja. H. Gill Clerk.

Union Com. Pleas

Clinton Bank
vs
Lord Lathrop

Damages $ 307.56
Costs 9.64

Increase 11.91½
mic 35

Levis 3.5
advertising 8.7½
Filed July 14. 1839
James H. Gill Clk

2.22½
35
2.57½
11.91½
14.49

Received this writ on the 16th 1839
advertised for sale on the 11th day of Aug
and sold according to law this month last
no Sale for want of bidders

James H. Gill Clerk Comm

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 11th day of October A. D. 1836 The President Directors & Co of the Clinton Bk. Columbus recovered against Lorin Lathrop Ransom Clark and warren Lathrop

as well the sum of Three hundred and seven dollars and Fifty six cents, for their damages, as the sum of $ 7.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, ~~and for want thereof, of the lands and tenements of the said~~ of the said Defts which you hold by virtue of a former Levy and which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 11th day of October A. D. 1836, until paid. Also the sum of $11.91½ the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Plffs

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

WITNESS JAMES H. GILL, Clerk of said Court at the Court-House aforesaid, this 29th day of Apl A. D. 1839

ATTEST: Jas H Gill Clerk.

Union Com. Pleas

Clinton Banks

vs

Lore Lathrop & others

Damages	$ 307.56
Costs	9.64
Execution	14.49
Writ	35

July 17, 1839.

No 14

3 vols of Leather

Lovell in this case

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 11th day of October A. D. 1836 The President Directors & Co. of the Clinton Bank of Columbus recovered against Lord Lathrop Ransome Clark and Warren Lathrop as well the sum of Three hundred and seven dollars and fifty six cents, for their damages, as the sum of $9.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, ~~and for want thereof, of the lands and tenements~~ of the said Defts which you hold by virtue of a former Levy and which yet remain unsold as you have certified to our said Court you cause to be made the damages and costs aforesaid, with interest thereon from the 11th day of October A. D. 1836, until paid. Also the sum of $14.49 the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Plaintiffs Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court,

at the Court-House aforesaid, this 17th

day of July A. D. 1839

ATTEST: Jas. H. Gill Clerk.

Union Com. Pleas

Clinton Bank
vs No. 12

Lora Lathrop
Ransom Clark &
warren Lathrop

damages	$307.56
costs	9.64
Increase	14.49
cost	35
Serv	35
Ret Sd	1,75
Im quest	1 00
Appraisal	1,50
Mil	25
	4 65
Copy	14 84
	19.49

Filed May 20. 1840
J H Gill Clk

Columbus, Feb. 1 1859 Received
Feb 29th demand no goods or chattels
on which to levy in consideration with
the other creditors hereunto the above
Hampton upon in pursuance of the Clinton Bank
execute to Clark & all the Clinton Bank
the Town of Marysville when in the last case

Portsmouth Oh 1 1840
Received Brackenridge Gravel to
advertisement and send the Bills
Charles L Marsh
Agent

The State of Ohio, Union County, ss,
To the ~~Sheriff~~ Coroner of said County Greeting:

WE command you to expose to sale those goods & chattels of Ransom Clark ~~[illegible]~~ Jared Lathrop and Warren Lathrop to wit three bars of Lethe

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President Directors & Co of the Clinton Bank of Columbus the sum of Three hundred and seven dollars and fifty six cents damages & $9.64 cents costs with interest thereon from the 11th day of October A. D. 1836 until paid. Also, $14.49 increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said Clark & Lathrops

as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Plffs

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

Witness, JAMES H. GILL, Clerk of said Court, at the court-house aforesaid, this 9th day of November A. D. 1839.

James H. Gill Clerk.

Union Com. Pleas

Clinton Bank
vs No 8

Rancom Clark
Lorc Lathrop &
Warren Lathrop

Damages $307.56
Costs 9.64
Interest 19.49
writ .35

Filed Oct 6. 1840
Jas H. Gaddell

Rec'd Aug't 7th 1840

Rec'd on Att'ch fees
Count of Seton
Chas F. Moor

2.25
19.49
.35
22.09

The State of Ohio, Union County, ss,
To the ~~Sheriff~~ Corner of said County Greeting:

WE command you to expose to sale those goods and chattels of Ranson Clark Lord Lathrop & Warren Lathrop to wit, three bats of leather & those lands and tenements to wit Sn lot No. 5 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President Directors &c of the Clinton Bank of Columbus the sum of $307.56 damages and $2.64 costs

with interest thereon from the 11th day of October A. D. 1836 until paid. Also, $17.49 increase of costs, which late in our said Court the said the President Directors &c of the Clinton Bank of Columbus recovered against the said Ranson Clark Lord Lathrop & Warren Lathrop as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Plff

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 27 *day of* July A. D. 1846

James H. Gill Clerk.

Union Com. Pleas

Clinton B K. Columbs
vs } Fendi
Random Clarkeetals

Judgt	$307,56
Costs	9,64
Writ	35
	$317,55

Filed Oct 30 1857
James H Geiselk

Received from Sheriff according to attached Writ and sold from Court of Sales
Levies 35
Sales 5.00
Collecting 1.25
6.65

State of Ohio Union County ss

To the Coroner of said County Greeting

We command you that those goods and chattels of Lord Lathrop Ransom Clark and Warren Lathrop which you lately according to our command took into your hands and which remain unsold, you expose to sale to satisfy the President Directors and Company of the Clinton Bank of Columbus the sum of three hundred and seventeen Dollars and twenty cents which by the Judgment of our Court of Common Pleas within and for the County of Union at the October term thereof 1836 the said President ~~and~~ directors and Co. of the Clinton bank of Columbus recovered against the said Lord Lathrop Ransom Clark and Warren Lathrop with interest thereon from Oct 11th 1836 until paid and have the money arising from such sale before our said Court of Common Pleas on the first day of their next term to render unto the said President Directors and Co of the Clinton Bank of Columbus and have you then there this writ

Witness V. R. Man President Judge of our said Court of Common Pleas this 15th day of June 1837

James H. Gill Clerk

Union Com. Pleas

Clinton Bank

vs } No 3

Lord Latham

Ransom Clark &

Warren Latham

Damages $ 307.56

costs 9.64

Increase 22.09

writ .41

Recd this writ April 24. 1841

Advertised property for sale June 8. 1841. & not sold for want of bidders no more property found. Wm W Steele Sheriff

Filed July 14. 1841

James H. Gill Clk

Fee Service — 35

Adv bg. 3.00

3.35

41

22 09

25.85

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting;

WE command you to expose to sale those goods and chattels of [redacted] Lord Lathrop Ransom Clark and Warren Lathrop to wit 3 vats of leather & those lands and tenements to wit the lot No 5 in the town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President Directors &c of the Clinton Bank of Columbus the sum of $307.56. damages and $9.64 costs

with interest thereon from the 11th day of October A. D. 1836 until paid. Also, $22.09 increase of costs, which late in our said Court the said President Directors &c of the Clinton Bank of Columbus recovered against the said Lord Lathrop Ransom Clark & Warren Lathrop as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Clinton Bank of Columbus

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 21st *day of* April

A. D. 1840.

James H. Gill Clerk.

Filed July 1st 1843
John Cagsil Clerk

Union Common Pleas.

Clinton Bank
vs.
R. Clark, Lord Lathrop &
Warren Lathrop.

Damages,	$307.56
Costs,	9.64
Increase,	35.08
Writ,	0.41

Recd this writ May 16. 1843.
Advertised the property to be
Sold July 1st 1843. at which
time I offered it, having appr-
aised it by the Oaths of E. G. Lee
W. H. Frank & N. Chilson at
No 5 $5.00 No 8 at $1.66

Not Sold for want of bidders
July 1st 1843. W. M. Steele Sheff

Levy	35
Inquest	1.00
Appraiser	.10
Advty.	25
Appraisers	1.50
	3.20
New Appraisement.	1.50
	1.70

30
3 1
3 1 6
37

232
76
308

THE STATE OF OHIO, UNION COUNTY, SS.
TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those goods and chattels, lands and tenements, of Lord Lathrop, Ransom Clark and Warren Lathrop, and before sale, cause the same to be re-appraised, which our Court has ordered, and

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President, Directors & Company of the Clinton Bank of Columbus, the sum of $307.56 Dantages, and $9.64 costs, -

with interest thereon from the Eleventh day of October, A. D. 1836, until paid, Also, $35.08 increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said Lathrop, Clark & Lathrop,

as of record is manifest. ~~And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Clinton Bank.

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

Witness, John Cassil, Clerk of said Court, at the court-house aforesaid, this 16th day of May, A. D. 1843.

John Cassil, Clerk.

232

Union Com. Pleas.

Clinton Bank

vs.

R. Clark, Lord Lathrop & Warren Lathrop.

Damages,	$307.56
Costs,	9.64
Increase,	32.62
Writ,	0.41

Recd this writ Nov. 19. 1843. No more property found whereon to levy. Offered property already levied upon, for sale March 25th 1843. having previously advertised according to law not sold for want of bidders.

W W Steele Sheff

Lev	35
Mile	05
Advtg	1.75

Filed March 27th 1843

John Caspie Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those goods and chattels, lands and tenements, of Lord Lathrop, Ransom Clark and Warren Lathrop,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President, Directors & Company of the Clinton Bank of Columbus, the sum of $307.56 damages, and $9.64 costs,

with interest thereon from the 11th day of October, A. D. 1836 until paid. Also, $32.62 increase of costs, which late in our said Court the said Clinton Bank recovered against the said Lathrop, Clark & Lathrop,

as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Clinton Bank.

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

Witness, ~~James H. Gill~~ John Cassil, Clerk of said Court, at the court-house aforesaid, this 18th day of November A. D. 1842.

John Cassil, Clerk.

Execution Docket No 1. Page 75

Clinton Bank

vs

Lorc Lathrop
Ransom Clark &
Warren Lathrop

Damages	$307.56
costs	9.64
Increase	25.85
writ	35

Recd this writ Aug 30-1841.—
Advertised property for
Sale Oct 29-1841. not sold
for want of Bidders.

W W Steele Sheff

Serv	35
Advr	1.25

Filed Oct 27. 1841
James H. Gillette

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 11th day of October A. D., 1836 The President Directors &c. of the Clinton Bank of Columbus

recovered against Lord Lathrop Ransom Clark and Warren Lathrop

as well the sum of Three hundred and seven dollars and fifty six cents, for their damages, as the sum of $9.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and ~~for want thereof~~, of the lands and tenements of the said Defts which you lately according to our command took into your hands and which yet remain unsold as you have certified

you cause to be made the damages and costs aforesaid, with interest thereon from the 11th day of October A. D., 1836, until paid. Also, the sum of $65.85 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President Directors &c of the Clinton Bank of Columbus

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this thirty-first day of August A. D., 1841

Attest: James H. Gill CLERK.

3 vols of leather,

Docket No 1 Page 75

Cluster Bank

v

R. Clark Jane Latrup
and Naman Latrup

Damages $307.56
costs 9.64
Execution 30.36
Int 1.41

Advertised the Property
for sale July 30. 1842
Not Sold for want of
bidders — W W Steele Shff

Serv 35
Adv 150

Filed July 30th 1842
Jas H. Gill Clerk

Date July 30

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 11th day of October A. D., 1836 The President Directors &c of the Clinton Bank of Columbus

recovered against Lord Lathrop Rawson Clark & Warren Lathrop

as well the sum of Three hundred and seven dollars and Fifty Six cents, for their damages, as the sum of $ 9.64 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and [redacted] of the lands and tenements of the said Defts which you hold on execution and shall remain unsold as you entify

you cause to be made the damages and cost aforesaid with interest thereon from the 11th day of October A. D., 1836 until paid. Also, the sum of $ 30.36 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Pltff

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 6th day of June A. D., 1842

Attest: James H. Gill CLERK.

Ex Docket No 1 Page 75

Clinton Bank
v
Saul Salhaus
Randan Clark &
Warner Salhaus

damages	$307.52
costs	9.64
Interest	27.80
cost	.35

Recd this writ [illegible] 17. 1841
advertised property for
sale 28th ~~Feby 1842~~ Febr
1842 — the Chattles &
~~not sold for want of Bidd~~
on the 21st day of March
1842 the Real Estate —
Febr 28. 1842 Chattles not
sold for want of bidders
March 21 1842 Real Estate
not sold for want of bidders
no more property found whereon
to levy — W W Steele Shff

Filed March 24 1842
Las H Ewell Clk fees 35
Mile 5
Adv 1.75
2.15

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those goods and chattels of Ransom Clark Lord Lathrop and Warren Lathrop to wit 3 cows below also those lands and tenements to wit Lot No. 5 in the Town of Marysville

which according to our commands ~~you have~~ the Coroner P. J. Ward has taken ~~into your hands~~, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors & Co of the Clinton Bank of Columbus the sum of $307.52 damages & $9.64 costs

with interest thereon from the 11th day of October A. D. 1836 until paid. Also, $27.80 increase of costs, which late in our said Court the said The President & Directors &c of the Clinton Bank of Columbus recovered against the said Lord Lathrop Ransom Clark and Warren Lathrop

as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Pltff

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 17th *day of* November

A. D. 1841.

James H. Gill Clerk

Ex doc No 1.99

Union Comm Pleas

Clinton Bank
vs
Ford Lathrop
R Clark
Ir Lathrop

Damages	$307.56
Costs	9.64
Increase	38.69
Writ	4'

Filed March 2d 1844
John Cofsil
Clk

Recd Decr 1st 1843. Offered the property ~~on~~ the 27th day of Febr. 1844 (having previously advertised the same according to law) but found no bidders for the apprasement of Prop: and Defendants Receipts. in my opinion the property is sufficient to pay the debt

W W Steele Sheff Ulco

Fees 35 Mil 5 Advty 25 Dfer 0.75

Total $1,40

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and chattels lands & tenements of Lord Lathrop Ranfom Clark and Warren Lathrop to wit In lot No 5. and No. 8

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the President Directors and company of the Clinton Bank of Columbus the sum of Three Hundred and seven dollars and fifty six cents, for their damages, together with $ 9,64 ——— for his costs, with interest thereon from the 11th day of October A. D. 1836 until paid, which late in our said Court the said President Directors and company of the Clinton Bank of Columbus recovered against the said Lord Lathrop Ranfom Clark and Warren Lathrop as of record is manifest. Also, $ 38.69/100 ——— increase of costs, and the accruing costs And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said President, Directors and company of the Clinton Bank of Columbus

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this first day of December A. D. 1843

John Cassil CLERK.

Ex. Docket No. 2 page 99

Clinton Bank

vs

L. Lathrop, R. Clark
& W. Lathrop

Damages	$307,56
Costs	9,64
Increase	41,97

Fees	35
Mile	5
Ad.	25
	65
R. fee	1.50
	2.15

Filed May 28th 1845
John Cafiel, clk

Received this writ of April 18th 1845 — & offered the property for sale May 26. 1845 in this case according to law having received advertising, but made no sale for want of bidders,

Wm Robinson Sheriff

NB

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands & Tenements of Ranson Clark, to wit; on lots No. 5 & 8 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors & Company of the Clinton Bank of Columbus the sum of Three Hundred & Seven — — — dollars and fifty six cents, for their — — damages, together with $ 9,64 for their costs, with interest thereon from the 11th day of October A. D. 1836 until paid, which late in our said Court the said Plaintiffs recovered against ~~the said~~ Lord Lathrop, the said Ranson Clark & Warren Lathrop as of record is manifest. Also, $ 41,97 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 15th day of April A. D. 1845.

John Cassil CLERK.

Rec'd this writ May 2nd 1844. Advertised the property for sale according to law, on the 25 day of June 1844. having heard no bidders the same accordingly to law. but made no sale for want of bidders June 25. 1844.

N. N. Steel Sheriff

Union Com Pleas No 2. 99

Clinton Bank

vs

S Lathrop R Clark &
W Lathrop

Damages $307.56
Costs 9.64
Increase 40.50
this writ .41

A.

Serv	.35
Mile	.05
Advtg	.25
	.65

For fees ch'd on other writ

Filed June 25. 1844
John Cassil. Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods & Chattels Lands and tenements of Lord Lathrop. Ranson Clark and Warren Lathrop, to wit; In lots No 5 and 8 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors and Company of the Clinton Bank of Columbus the sum of three hundred and seven dollars and fifty six — cents, for their damages, together with $ 9.64/100 ——— for their costs, with interest thereon from the 11th day of October A. D. 1836 until paid, which late in our said Court the said President Directors and Company of the Clinton Bank of Columbus recovered against the said Lord Lathrop, Ranson Clark & Warren Lathrop as of record is manifest. Also, $40.20/100 ——— increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment afore said, then you are hereby commanded to levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said President Directors & Company of Clinton Bank of Columbus - ——

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this second day of May A. D. 1844

John Cassil ——— CLERK.

Ex Docket Page 61

Christian Bank
vs
Nathan Clark & others

Damages $307.56
Costs 9.64
Int 44.53
Writ .41

Filed April 25th 1848
John Cassidy Clk

Returned

Received this writ October 21. 1847. In obidience to the within command I duly advertised the within described real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County for thirty days previous to the day of sale. & afterwards. to wit: on the 25th day of April A.D. 1848. between the legal hours of ten O'clock A. M. and four O'clock P. M. offered said real estate for sale by public auction at the door of the Court house in Marysville in said County. Not sold for want of bidders

Fees— advertising 25
Mileage 5
Service 35
Pr. fee 1.75 Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Lorad Lathrop, Ransom Clark & Warren Lathrop - viz: In lots Nos 5 & 8. in the town of Marysville -

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy The President Directors & company of the Clinton Bank of Columbus — the sum of Three hundred & Seven — dollars and fifty six cents, for their damages, together with $ 9,64 — for their costs, with interest thereon from the 11th day of October A. D. 1836 until paid; which late in our said Court the said Clinton Bank recovered against the said L. Lathrop R Clark & W. Lathrop as of record is manifest. Also $ 44.53 - increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Clinton Bank of Columbus

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 21st day of October A. D. 1847.

John Cassil CLERK.

Union Common Pleas

Clinton Bank, Colum
vs } precipe
Lord Lathrop et al

Filed April the
1837 J. H. Gill
Clerk

Columbus April 8. 1837.

Sir

During the last vacation an execution was issued against Ransom Clark & al. and put into the hands of the Coroner which nothing was collected. Will you issue another immediately returnable at next term.

Yours &c
Lyman & Bates

To the Clk of
Union Com. Pleas

Ex Doc. 61

Clinton Bank of Columbus
Lathrope Clark
Lathrope

Damages $ 307.56
Costs — 9.64
Interest 48.13
Writ 41

Filed May 29. 1849
S. P. Kilmacagh Clerk

Returned

Received this Writ Feb 13. 1849. Advertised the within described Real estate for sale by publication in the Argus a Newspaper published and in general circulation in Union County. Ohio. for at least thirty days previous to the day of sale. I afterwards. to wit: on the 29th day of May A. D. 1849 in pursuance of said notice offered said real estate for sale by public outcry at the door of the Court house in said County between the legal hours. and sold In Lot (No. 5) in the Town of Marysville to William S. Sullivant President of the Clinton Bank of Columbus for the sum of three hundred and fifty six dollars. that being two thirds the appraised value thereof and he being the highest and best bidder therefor. In Lot. (No 8) not sold for want of bidders.

Fees- advertising 25
service 35
Pr fee 200 = 2.60

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Ford Lathrope Ransom Clark and Warren Lathrope - to wit. In Lots. No's. Five and Eight in the Town of Marysville.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors and Company of the Clinton Bank of Columbus, the sum of Three Hundred and Seven ——— dollars and Fifty Six cents for their ——— ~~for~~ ——— damages, together with $9.64 for their costs, with interest thereon from the Eleventh day of October A.D. 1836 until paid, which late in our said Court the said President Directors & Company of the Clinton Bank of Columbus recovered against the said Ford Lathrope. Ransom Clark and Warren Lathrope, as of record is manifest. Also, $48.73 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment~~. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Clinton Bank

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick Jr., Clerk of said Court at the Court House in Marysville, this 13th day of February A.D. 1849

James Kirkpatrick Jr. Clerk.

Civil/Domestic Case File

Case No. 1836-CV-0017

Civil/Domestic Case

1836-CV-0017

located with

Supreme Court Case

1837-SC-0004

Civil/Domestic Case File
Case No. 1836-CV-0018

No. 36-CV-18

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

Hugh McAdw-opl
Defendant.

MAR TERM, 1837

JUDGMENT VS DEFENDANT
$168 00

Journal 1 Page 296

Record No. 3 Page 6

Ex. Doc. Page

Urbana Bank &c
v 3 case 200
Hugh McAdam & al

Praecipe

John H James

The President & Directors
of the Urbana Bank, Co
v
Hugh McAdow
Andrew McAdow
Silas G. Strong.

Case Dev. Dols.

Issue a summons returnable to this term: The suit on note of Defts for 160 Dollars at 90 days from 21 Jany 1836. due. 20/23 apl 1836

Wm R Jones
atty
27 June 1836

To the Clerk of Com Pleas
of Union Co. Ohio

Urbana Bank

vs

Hugh McAdow et al

Nar.

Filed Decr 20th 1836

J G Strong Clk

In com. pleas Union County
June T. 1836

Union County ss.

The President & Directors of the Urbana Banking Co. complain of Hugh McAdow, A. McAdow & Silas G. Strong in a plea of the case &c for that the said defts on the twenty first day of January in the year Eighteen hundred & thirty six at Urbana, town at the county of Union afsd made their certain promissory note in writing & delivered the same to plfs. & thereby promised to pay plfs. or order One hundred & sixty dollars in ninety days after the date thereof which period has now elapsed, and said defts. then and there in consideration of the premises, promised to pay the amount of said note to plfs. according to the tenor & effect thereof. yet said defts have not paid the amt. of said note according to its tenor & effect, nor have they, or either of them paid any part thereof. to damage of plfs. $200. & therefore they sue &c

John M James atty

this suit on a note of defts for 160 $ at 90 days from
21 Jany 1836 due 20/23 Apl 1836

John H James atty
27 June 1836

Served on Hugh McAda Silas G Stone
and Andrew McAda by leaving at
the writ

Services .60
Mileage .40
& Copies .40
$1.40

C Wright Sheriff

Plaintiff's Complaint
Mahaina Bank
vs
Hugh McAdow

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you to Summons Hugh McAdow Andrew McAdow and Silas G Strong to appear Before the Honorable Judges of the Court of Common pleas at the Court House in Marysville forthwith to Answer unto the president & directors of the Urbana Banking Co. in a plea of Case Damages $200. & have you then there this writ

Witness I R Swan President of our Said Court this 27 June 1836

S G Strong Clerk
" " " "

3112

Hugh McAdam

$160 20/29 Apl

$160.00 Urbana Jan 21 1836

Ninety days after date we or either of us promise to pay the President & Directors of the Urbana Banking Co or order at their Banking house in Urbana One hundred & sixty Dollars, without defalcation value rec'd

Cr Hugh McAdow 90 Days

Hugh M. McAdow
A. M. McAdow
Silas G Strong

Civil/Domestic Case File

Case No. 1836-CV-0019

No. 36-CV-19

Union Common Pleas Court.

Urbana Banking Co. Plaintiff,

AGAINST

Lathrop, Hordeval, Defendant.

MAR TERM, 1837

JUDGMENT VS DEFENDANT

$167 00

Journal 1 Page 296

Record No. 3 Page 5

Ex. Doc. 1 Page 83

Urbana Bank
v
Lord Lathrop & al

Praecipe

Filed Jan 27 1836
Ogsburg
Clk

Writ & Same

The President & Directors
of the Urbana Banking Company

v

Lord Lathrop
Ransom Clark
Warren Lathrop

Case. Damn 200 Dols

Issue a Summons returnable
to this term: The suit is on
a note of Defts for 150 Dols
at 90 days from 12 March 1836.

John H James atty
27 June 1836

To the Clerk of Com Pleas
of Union Co. Ohio

Urbana Bank

vs

Lord Lathrop et al.

Nar

Filed Decr 20 1836
S G Strong Clk

In com. Pleas Union County
June T. 1836.

Union County ss-

The president & directors of the Urbana Banking Company complain of Lord Lathrop Ransom Clark & Warren Lathrop in a plea of the Case &c for that the said defts. on the twelfth day of March in the year eighteen hundred & thirty six at Urbana, to wit, at the County of Union aforesd made their certain promissory note in writing & delivered the same to the said plfs. & thereby promised to pay to the said plfs. or order One hundred and fifty dolls. in ninety days after the date thereof which period has now elapsed, and the said defts then & there in consideration of the premises, promised to pay the amt. of the said note to the said plfs. according to the tenor and effect thereof. yet the said defts. have disregarded their said promises and have not paid the said sum of money or any part thereof. to damage of plfs. $200. & therefore they sue &c

John H James atty

the Suit is on a note of defts for 150 $ at 90 days from
12 March 1836

Ethan A James attyp

Served on Lana Lathrop Ramond Clark
Warren Lathrop by handing them
a copy of this writ Mileage - 5
Serve 6
3 Copys 4.5
$ 1.1 -

C Wright Sheriff

Union Com Plea

Ulysses Bank
vs
Lord Lathrop etc

State of Ohio, Union County ss

To the Sheriff of said County Greeting

We command you to Summons Lord Lathrop Rauson Clark and Warren Lathrop to appear before the Honorable the Judges of our Court of Common pleas at the Court House in Marysville Forthwith to answer unto the President Directors of the Urbana Banking Co. in a plea in Case Damages $200. and have you then there this Writ.

Witness I R Swan President of our said Court this 27th day of June AD 1836

Silas G. Stung Clk

3386

Lord Lathrop

$150 10/13 Jtme

Urbana March 12. 1836

$150 –

Ninety Days after date, we or either of us promise to pay the President & Directors of the Urbana Banking Co or order at their Banking House One hundred & fifty Dollars without Defalcation Value Recieved

Lord Lathrop

Benjamin Clark

Warren Lathrop

Union Com Pleas

Urbana Banking Co
v } fifa
Lathrop & others

Judgment	$157,50
costs	9,12½
writ	35
	$166,87

Filed oct 4th 1837
Jno H. Pierce Clerk

James B. Steele Atty

Rec'd August 22nd 1837 from the Sheriff of Union County the 30th the same on the Lands of Leather in the Vrto

Sheriff's fees for sale accounting to advertisement
Sheriff's fees for sale four hours of Sales
Sheriff's fees
Key
Advertising
Crier

35

State of Ohio Union County ss

To the Coroner of said County Greeting

We command you that you cause to be levied of the goods and chattels in your bailiwick of Lord Lathrop Ransom Clark and Warren Lathrop the sum of one hundred and sixty six Dollars and fifty two cents which by the Judgment of our Court of Common Pleas at the March Term thereof 1837 the Urbana Banking Company recovered against the said Lord Lathrop Ransom Clark and Warren Lathrop with Interest thereon from March 29th 1837 until paid, 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 Lord Lathrop Ransom Clark and Warren Lathrop and have that money before our said Court of Common Pleas on the first day of their next Term to render unto the said Urbana Banking Company and have you then there this writ Witness the Honorable D. K. Swan President of said Court this 22 day of August A.D. 1837

James H. Gill Clerk

Union Common Pleas

Urbana Bank

vs

Lora Lathrop et als

Judgment	$157.50
Costs	9.04½
Increase	2.00
Writ	35
	$169.07½

Credit

Oct 4th 1837 $5.00 Docket fee

Levy 35

advertisement 1 84½

Filed April 19. 1838

D H Lee Clk

Rec'd this 5 Decr 4. 1838 & proceeded to levy on the
following described property to wit the 19th of Oct
of that year sold according to advertisement and
the sale by request of Plaintiffs J. W. Stuart coroner

State of Ohio

Union County ss

To the Coroner of said County Greeting

We command you that those goods and chattels ~~which~~ of Lorin Lathrop Ransom Clark and Warren Lathrop which you lately according to our command took into your hands and which remain unsold you expose to sale to satisfy the Pres. & Directors of the Urbana Banking Co the sum of $157.50 Damages & the sum of $9.02½ costs which by the Judgment of our Court of Common Pleas within and for the County of Union at the March Term thereof A.D. 1837. The President & Directors of the Urbana Banking Co recovered against the said Lorin Lathrop Ransom Clark and Warren Lathrop with interest thereon from March 29th 1837 until paid and have the money arising from such sale before our said Court of Common Pleas on the first day of their next Term to render unto Plffs and have then there this writ

Witness James H. Gee Clerk of said Court at the Court House aforesaid this 3d day of April A.D. 1838

James H. Gee Clk

Received this writ on the 11th 1838
and advertised for sale on the 25th day and
offered for sale according to advertisement that
sale for want of bidders I did stand owner

Union Common Pleas

Urbana Bank
v
Lathrops & Clark

Judgt	$157.50
Costs	9.026
Increase writ	4.7742
	.35
	$171.65
Sewis	3.5
advertisement	1.85

Filed July 14th 1838
James H Gill Clk

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 29th day of March A. D. 1837 The President & Directors of the Urbana Banking Co

recovered against Lora Lathrop Ransom Clark & Warren Lathrop

as well the sum of one hundred and fifty seven dollars and fifty cents, for their damages, as the sum of $9.02½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Defts which you lately according to our command took into your hands and which remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 29th day of March A. D. 1837, until paid. Also, the sum of $4.77 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President and Directors of the Urbana Banking Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 11th day of May A. D. 1838

Attest: James H. Gill Clerk.

Received this writ of fieri facias 1838
advertised for sale on the 6th of October and
opened for sale according to notice. Expenses
but no sale for want of bidders

W. W. Stark Coroner

Union Common Pleas

Urbana Bank

v

Lord Lathrop et als

Judgt	$ 151.50
costs	9 02½
Increase	1 32
writ	35
	$174.19½

Levis — — 35
advertisement — — 1 87½

Filed Oct. 26. 1838

Jas. H. Gilchrist

2.22½
35.
1.32½
9.90

No 12

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 29th day of March A. D. 1837 The President & Directors of the Urbana Banking Company

recovered against Lord Lathrop Rawson Clark and Warren Lathrop

as well the sum of One hundred and fifty seven dollars and Fifty cents, for their damages, as the sum of $9.02½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements of~~ which you lately according your command took into your hands & which yet remain unsold the said Lord Lathrop Rawson Clark and Warren Lathrop you cause to be made the damages and costs aforesaid, with interest thereon from the 29th day of March A. D. 1837, until paid. Also, the sum of $7.32 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President & Directors of the Urbana Banking Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 30th day of July A. D. 1838

Attest: Jas. H. Gill Clerk.

Union Common Pleas

Urbana Banking Co
vs
Lord Lathrop et als

Damages	$157.50
costs	9.02½
Increase writ	9.90
	35
	$176.77½

service	35
advertising	1 89½
Filing Apl 25. 1839	
Jas. H. Gill clk	
	22½
	9.90
	12.12½

Received this writ February 6th 1839
advertised for sale on the 2nd day of March
and offered for sale according to advertisement
but no satisfactory bidders
Otho Steele Coroner

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 29th day of March A. D. 1837 The President & Directors of the Urbana Banking Company

recovered against Lord Lathrop Ransom Clark and Warren Lathrop

as well the sum of One Hundred and fifty seven dollars and fifty cents, for their damages, as the sum of $ 9.02½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Defts which you lately took into your hands and which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 29th day of March A. D. 1837, until paid. Also, the sum of $ 9.90 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President & Directors of the Urbana Banking Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 19th day of Dec A. D. 1838

Attest: Jas. H. Gill Clerk.

Union Com. Pleas

Urbana Banking Company

vs

No 28

Page 91

Lord Lathrop

Ransom & Clark ouse

Warren Lathrop

Damages : $157.50

Costs 9.02½

Interest 12.12½

Int- 35

Filed July 15. 1841

James H Eno Clk

Postage paid by Eno .25

Issued this Writ - June 15. 1841 No Goods &

Chattels found & Summoned Jam. D. Atkinson &

Garn. this Writ. June 22 nd 1841 Wm Bennett Shff

Fees & return $1.75

Mile 65

Do Writ - entry 10

90

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~SAID~~ Knox COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the twenty ninth day of March A. D., 1837 The President and Directors of the Urbana Banking Company

recovered against Lord Lathrop Ransom Clark and Warren Lathrop

as well the sum of one hundred and fifty seven dollars and fifty cents, for their damages, as the sum of $9.02½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Lord Lathrop Ransom Clark and Warren Lathrop

you cause to be made the damages and costs aforesaid, with interest thereon from the 29th day of March A. D., 1837, until paid. Also, the sum of $12.12½ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said The President Directors and of the Urbana Banking Company

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

Witness JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this 2nd day of June A. D., 1841.

Attest: James H. Gill CLERK.

Ex. Docket No. 1 Page 91

Urbana Bank

vs

Lord Lathrop

Ransom Clark &

Warren Lathrop

Damages	$157.50
costs	9.02½
Interest	13.77½
writ	.35

Rec'd this writ Mar 13 1842
No more property found
Advertised property for
~~sale~~ Feb 28. 1842
not sold for want of
bidders Fr W Stubbs Shff

Serv	35
Mile	5
Adv	100
	5.40

Filed March 11. 1842
Jas H. Gill Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting;

WE command you to expose to sale those goods & chattels of Said Lathrop Ransom Clark and Warren Lathrop to wit two packs of bother in the rate

which according to our commands ~~you have taken~~ James W. Slate Coroner took his into ~~your~~ hands, and which remain unsold as ~~you~~ the have certified to the Judges of our court of Common Pleas of our said County, to satisfy the sum of The President & Directors of the Urbana Banking Co. one hundred and fifty seven dollars & fifty cents damages & $2.02½ costs

with interest thereon from the 29th day of March A. D. 1837 until paid, Also, $13.72½ increase of costs, which late in our said Court the said The President & Directors of the Urbana Banking Co. recovered against the said Said Lathrop Ransom Clark & Warren Lathrop as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Pltff

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

Witness, JAMES H. GILL, Clerk of said Court, at the court-house aforesaid, this 13th day of November A. D. 1841.

James H. Gill Clerk.

Civil/Domestic Case File
Case No. 1836-CV-0020

No. 36-CV-20

Union Common Pleas Court.

Abigah Gandy, Plaintiff,

AGAINST,

James T Wills et al, Defendant.

OCT TERM. 1837

Discontinued

Journal 1 Page 340

Record No. No Record. Page

Ex. Doc. Page

Transcript

~~Abijah Grandy & others vs Dan'l Greenwood~~

Abijah Grandy } D. S. Freeman
vs
James T. Wells } Directors
Ephraim Cary &
Sam'l Graham

Ant. — $16.26

Filed Aug 8/ 1836
Silas G. Atwood

Abijah Sandy Treasurer of the Sixth School District of Leesburg Township

vs

James S. Wells
Ephraim Cary &
Saml. Graham

This action was brought to recover Money that unlawfully drawn from the Treasury of of said School District, No. four Leesburgh Township, under order of officers as directors, debt & damage Claimed $50,00

Summons issued July 5th 1836. Made returnable on the 16th at 2, o'clock P.M.
Subpoena issued for 2 witnesses to wit, Henry H. Sandy Senr. & Henry H. Sandy Jr. Made returnable on the 16th at 2, o'clock P.M.

July 16th 1836. Summons and Subpoena returned executed by reading
the 12th parties appeared, one of the defendants, to wit, James S. Wells. Filed an affidavit that he could not go into trial for the want of witnesses, Trial postponed until 30th July at 3, o'clock P.M. Subpoena issued for 4 witnesses by order of Defendants, Made returnable on the 30th, to wit, Robert Markel, David Bacon, Deliverance Bracken, and George Walters, Subpoena issued for 2, Witnesses by order of Plaintiff — to Wit, Henry H. Sandy Senr. & Henry H. Sandy Junr. Made returnable on the 30th at 3, o'clock P.M. directed to L. Spencer Constable. Subpoena returned Executed by reading —

Constable Costs — — $1.52 ½

~~— $4.44 ½~~ — $ 5.95

July 30th parties appeared and ready for trial, 2 Witnesses was sworn ~~and~~ Examined, Judgement found for plaintiff for the sum of ten dollars 70 cents ~~and~~ costs of suit, Witness Fees — $10-70
$2.00
costing fees — — 1.46
Do — Do Appeal bond — $1 25

I do hereby certify that the foregoing is a correct Statement of the proceedings ~~had~~ before me in the trial of the above cause. Given under my hand and seal this 30th day of July 1836. —

Saml. Lafferty J.P. (L.S.)

This transcript 31¼ Cts

— " —

Judgement — $10 " 70
Const. cost — 1 52
Witness fees 2 00
Costing do — 1-71
$15 " 93
Transcript — " 31¼
$16 " 24¼

Appeal bond
Henry vs. Sandy
7"

Filed Oct 10th 1831
S G Strength

In an action of Abijah Gandy Treasurer of the first School district of Leesburg Township, against James S. Wells Ephraim Gay and Samuel Graham, School Directors of said School District, Henry H. Gandy does acknowledge myself bail for the appellant in the sum of seventy dollars, to be levied on my goods and chattels lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs, that have accrued or may accrue in the court of common pleas

Henry H. Gandy

Given signed and acknowledged, on this thirteenth day of July in the year 1836. before me

Saml. Lafferty
Justice of the Peace

Union Com. Pleas

Abijah Gandy
vs
Catharine
J. J. Wells & others

Remainder Next Term

State of Ohio, Union County ss

To Samuel Lafferty Esq. a Justice of the peace within and for the Township of Leesburg and county aforesaid Greeting

We command you that a Certified Transcript of the records and proceedings of a certain suit lately pending before you Wherein Abijah Gandy Treasurer of the 1st School ~~District~~ of the first School District in Leesburg Township was Plantiff and James J Wells, Ephraim Cary and Samuel Graham were Defendants Wherein you rendered a Judgement for the sum of $10.70 Damages and $5.23 costs in favor of the Said Abijah Gandy as Treasurer as aforesaid against the Said James J Wells Ephraim Cary & Saml Graham &c

We all things touching the same as fully as the same is now before you - you send Sealed And Enclosed with this writ to our Court of Common Pleas Within And for the county of Union On the 1st Day of the Next Term of Said Court to be Holden at the court House in Said County

Witness the Honorable the ~~Judge~~ R Swan Esq President of our Said Court at the Court House this 17th Day of Jany 1837

Silas G Strong Clerk

Hancock Com

Abigail Gandy Jr
pt School District

vs

James T Wells & others

Filed March 25 1837

H G Strong Clk

OCT TERM 1837

Hancock ss. Place
Quietness of Peaceable
Oct 1
vs
Gandy

Abijah Sandy Treasurer of the First School District of Leesburg Township, for the use of said School District, —
vs
James T. Wells, Ephraim Cary & Samuel Fragharm } School Directors

This action was brought to recover Money that was unlawfully drawn from the Treasury of the First School District of Leesburg Township under Cover of office as Director of said School District; Debt and damages Claimed $50.00
Summons issued July 9th 1836. Made Returnable on the 16th at 2 O'clock P.M. —
Subpoena issued for 2 witnesses, to wit, Henry H. Sandy Sen. & Henry H. Sandy Jr. directed to L. Spencer Const. Made Returnable on the 16th "

July 16th 1836. Summons & Subpoena Returned Executed by reading 12th
Const. Costs " 85.
" The parties appeared, one of the defendants, to wit, James T. Wells filed an affidavit that he could not come into trial for want of witnesses, trial postponed until the 30th day of July Inst. at 3 O'clock P.M. —
Lester costs — " 96½
" 1 - Subpoena issued for 4 witnesses, to wit, Witness fee $1 00 Robert Maskell, David Bacon Deliverance Brocker, & George Walters, by order of Defendants,
1 Subpoena issued for 2 Witnesses, to wit, Henry H. Sandy Sen. & Henry H. Sandy Jr, by order of Plaintiff — all Made Returnable on the 30, at 3, O'clock P.M. directed to L. Spencer Const.
July 19th The Subpoena's Returned Executed by reading
" 30th The parties appeared and was ready for trial, 2 witnesses were sworn and Examined, then Evidence heard, Judgement for the Plaintiff for the sum of ten dollars and 76 Cents and costs of Suit
Const. Costs on Subpoena - " 96½
Motion Made to appeal - Lester do - - - - - - - 33.
" Appeal - Bond - - - 25
Former Transcript - - - 31½
Witness fee $1.00

In the action of Abijah Sandy Treasurer of the First School District of Leesburg Township against James T. Wells, Ephraim Cary & Samuel Fragham School Directors & Henry H. Sandy Sen. acknowledge myself bail for the Appellants in the sum of Seventy dollars, to be levied of my goods and Chattels, lands and tenements, in case the appellants shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued or may accrue, in the Court of common Pleas.

Henry H. Sandy Sen.
Taken signed and acknowledged, on this 30th day of July A.D. 1836.
Saml. Lafferty Justice of the

I do hereby certify that the foregoing is a correct Statement of the proceedings had before me in the trial of the above cause —
Given under my hand and seal this first day of Feb, A.D. 1837.
Saml. Lafferty (Seal)
Justice of the peace

This Transcript - 31¼ Cents

Civil/Domestic Case File

Case No. 1836-CV-0021

No. 36-CW-21

Union Common Pleas Court.

Jacob Fairfield et al
Plaintiff,

AGAINST

Samuel Snedley,
Defendant.

JUN TERM 1837

JUDGMENT VS DEFENDANT
$496 86

Journal 1 Page 329
Record No. 3 Page 67
Ex. Doc. 1 Page 358

Mr Gabriel
vs
S Medley

due 4.50

Siena June 3. 1857
J. H. Gill Clerk

Tolea June 30, 1837

James H. Price Esq

Aug 15 1833		J. Smedley Dr to two bushel of wheat — —	$1.00
Sep 1	to	103½ Pounds of flour	2.17
" 19	"	155 — —	3.10
Nov 5	"	104 " "	2.08
Ap 9 1835		Dr by Pork	96
oct 28		" to one barrel Cider — — —	1.00
Ap 29 1836		Dr by shuf oats 7 do	1.75
June 5	"	six bushel of oats	125
"		3 " "	60
" 20		3 " "	60
July 4		2 " "	40
Aug 28		2 "	40
			$15.31

By amt of his Bill Recd — 10.81

Bal Due $4.50

Sworn & subscribed before me this 29th day of May 1837

Wm Gabriel Sen

Andrew Reyes

J. Pence

State of Ohio } Union Common Pleas—
Union County ss } March Term 1837

William Gabriel Jun. Complains of Samuel Smedley in a Plea of assumpsit For that whereas the said defendant on the 28 day of August 1836 at the County aforesaid was indebted to the Pltff in the sum of Ten dollars for the Price & value of divers goods wares & merchandise then & there sold & delivered by the Pltff to the Dft at his request

Being so indebted the defendant in Consideration of the Premises then & there man took & faithfully Promised to Pay the said sum of money when afterwards thereunto he shoulder be requested yet though often afterwards as requested he hath not Paid the said some of money to the Plaintiff nor any Part thereof to the damage of the Plaintiff Ten dollars & therefore upon he brings suit &c

By W C Lawrence
his atty

Matthew Goodwin
vs
Samuel Smedley
Ma

$185.21

Filed June 3. 1837
J. H. Gill Clerk

State of Ohio
Union Com Pl

Union Com Pleas March term 1837

Mathew Gooding Complains of Samuel Smedley in a plea of Assumpsit for that whereas the said Samuel Smedley on the 11th day of July 1836 at the County aforesaid made his promisory note in writing and then and there delivered the same to Ralph Cherry and thereby promised to pay the said Ralph Cherry or bearer the sum of twenty five dollars in one day after date thereof which period has now Elapsed and the said Ralph Cherry then and there endorsed the same to the said Mathew Gooding whereof the said Samuel Smedley then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Mathew Gooding according to the tenor and effect thereof And also for that Whereas the said Samuel Smedley on the 10th day of January in the year 1835 at the County aforesaid made his certain other promisory note in writing and then and there delivered the same to Urbane Robinson and thereby promised to pay the said Urbane Robinson or order the sum of twenty dollars with interest and the said Urbane Robinson then and there endorsed the same to the said Mathew Gooding whereof the said Samuel Smedley then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Mathew according to the tenor and Effect thereof

And also for that whereas the said Samuel Smedley on the 20th day of March in the year 1835 at the County aforesaid the said Samuel Smedley made his certain other promisory note in writing and then and there delivered the same to the said Urbane Robinson and thereby promised to pay the said Urbane Robinson the sum of Twenty seven dollars with interest six months from date which time has now elapsed and the said Urbane Robinson then and there endorsed the same to the said Mathew Gooding whereof the said Samuel Smedley then and there had notice and then and there in

consideration of the premises promised to pay the amount of the said note to the said Mathew Gooding according to the tenor and Effect thereof. And also for that whereas the said Samuel Smedley ~~was indebted to the~~ on the 28th day of November in the year 1836 at the County aforesaid was indebted to the said Mathew Gooding in the further sum of one hundred and fifty dollars for money then and there paid by plaintiff for the use of defendant at his request and whereas the defendant on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said last mentioned sum of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of plaintiff two hundred and seventy five dollars and thereupon he brings suit &c

W. C. Lawrence
his atty

John Hawley Rect
$101,50

Filed June 30 1839
J. H. Gill Clk

Mr John Hawley

Milford Augt. 29th 1836

Mr Jno Hawley Dear Sir

The bearer Mr Smedley wants One Hundred Dollars more than he can get money Home. If You can let him have that amt. untile the last of this week, I will hold myself responsible to You for the money, on demand - I would let him have the whole sum he wants, if I had it now by me - but as I have not to-day I should like You would let him have it if You can

M Gooding

Recd of Samuel Smedley by the hand of Mathew Gooding $100 principal & 150 cents interest. said Gooding being security to me for the same as per the above agreement

Nov 28th 1836

John Hawley

R. Cherry note vs
Sam. Smedley
25,00

Ralph Cherry

Mary the wife

J. Smedley
Note for
$25-00

Filed June 3d 1837
J. B. Cox Clerk

One day after date I promise to pay, or cause to be paid unto
Ralph Cherry or bearer the sum of twenty
five dollars for value received of him this
11th day july 1836 Samuel Smoot

$25-00

March 20th 1835

For value Recd, I promise to pay Urbane Robinson or bearer the sum of 27. $ dollars six months from date with Interest from date

Samuel Smedley

Filed June 3d 1837

L. H. Wheelock

R

Jan 1st 1834 — $22.90

Value received I promise to pay Urbane Robinson or order twenty dollars with interest

Filed June 3. 1837

L. H. Wheelock

Samuel Smedley

R

J Goodale & Co
vs
Samuel Smedley
Dec

Amt due $34.56

Filed June 3. 1857
J. H. Gill Clerk

State of

L. Goodale Hc°
a/c $3456
Filed June 3 1857
J. H. Pike Clerk

State of Ohio } Union Common Pleas March
Union County ss } Term 1837

~~Lincoln~~ Goodale and Cyrus Jay Trading under the firm
of L Goodale & Co Complains of Samuel Medley in
a plea of assumpsit For that whereas the said
th

Samuel J Medley

To L. Goodale & Co Dr

August 30. 1836	33/8 yds Blue Broadcloth 7.00		23. 62½
	1 doz Gilt Buttons, 100 Trimmings 2 62½		3. 62½
	Work pattern		1. 56¼
1	Silk 1 Skp		1. 25
1	do Handkerchief		4. 50
			$ 34. 56

The above account is just and true and all remains yet unpaid

Subscribed and sworn L. Kilbourne
the 9th of Feb. 1837
Before me W. T. Martin Jus. peace
in & for Franklin County O.

State of Ohio } Union Common Pleas March
Union County ss } Term 1837

~~Lincoln~~ Goodale and Cyrus Jay Trading under the firm
of L Goodale & Co Complain of Samuel Amedey in
a plea of assumpsit For that whereas the said
Defendant on the thirty first day of August in the
year of our Lord one thousand eight hundred
and thirty six at Franklin County Ohio to wit at the County aforesaid
was indebted to the Plaintiffs in the sum of forty
dollars for the Price & value of divers goods wares
& merchandise then & there sold & delivered by the Pltffs
to the Defendant at his request

And being so indebted the Defendant in consider-
ation of the Premises then & there undertook & faithfully
Promised the Plaintiffs to pay them the said sum of money
when there unto afterwards he should be requested so to
do yet the defendant although often afterwards
requested has not paid said sum of money to the
Plaintiffs or any part there of but he to do so has
altogether refused & neglected & still does refuse &
neglect to the damage of the Plaintiffs Forty
dollars & Thereupon they bring suit &c

By W C Lawrence
his Atty

M Goodenough & Co
vs
Samuel Medley

No

Filed June 3. 1837
A. H. Greenleaf

M Goodenough & Co
vs
S Medley

326. 51

State of Ohio
Union County ss

Union Common Pleas March
Term 1837

Mathew Gooding & J. V. Swarein
gin trading under the firm of M. Gooding & Co.

Complain of Samuel Smedley in a Plea of
for that whereas the Defendant on the 23. of may
1836 at the County of union made his Promissory
Note in writing & delivered the same to the Pltiffs and
thereby promised to pay the Pltiffs or bearer seventy two
dollars one day after the date thereof
Which Period has now
Elapsed

And for that whereas also on the 30 day of august
1836 at the County aforesaid the Defendant was indebted to the Pltiff
in the sum of one hundred & fifty dollars for the
Price & value of divers goods wares & merchandise then
& there sold & delivered by the Plaintiffs to the defendant
at his request

And also for that whereas the Defendant on the day
& year last aforesaid at the County aforesaid was indebted
to the Plaintiff in the further sum of two hundred and
sixty dollars for money then & there lent by the Pltiffs
to the Defendant at his request

And so being indebted the Defendant in Consideration
of the Premises then & there Promised to pay the same
several sums of money when there unto afterwards
he should be requested yet he though often afterwards
requested has wholy refused & neglected & still continues
to refuse & neglect to pay the said several sums of money or either of
them or any part there of to the Damage of the Pltiffs two hundred
& sixty dollars & therupon he brings suit &c

By R. C. Laurence
his atty

Saml Smedley

a/c £250.17

to Gooding 76.34

326.51

Filed June 3. 1837

J. H. Giles Clk

Samuel Smedley Dr. to M Goodwin & Co.		Dr.	Cr.
1836 may 21	To 60 lb Sugar for Alden (Cash)	$ 6 00	
" 27	" cash lent	15 00	
" 31	" 1 lb nails	" 10	
June 9	By 8 lb 14 oz butter 10	" "	" 88 3
" 15	To 3 lb coffee 50 - 2½ doz eggs 12 " wire 3.	" 65 2	
" 24	" 2 doz eggs	" 12 2	
" 25	" cash lent	10.00	
" 29	" tin bucket	" 62 2	
" 18	By 8 3/4 lb butter 10	" "	" 87 2
30	" 11½ lb do 10	" "	1.15
July 4	To 2 bush corn 31 1	" 62 2	
"	" 1/4 Tea 18 3 — 15 gltn Sum 12 2	" 31 1	
" 5	" 1 bcy the flour	" 12 2	
14	" 48 3 lb flour 3 3 ct	1 46	
"	" 1 bottle varnish	" 25	
16	By 9 3/4 lb butter 10	" "	" 92 2
19	To 1 lb white rope	" 25	
20	" 1 cheese 4½ lb 6 1	" 28	
28	" 2 bush corn 62 " 3 lb coffee 56 1	1.18 3	
29	" 4 lb cheese 25. pd order to Suffern 100	1.25	
"	By 8 lb butter 10	" "	" 80
Aug. 4	To 3 7 lb flour 3 ct	1.12 2	
" 6	By 6 lb butter 10	" "	" 60
" "	To 3 lb coffee 56 1 3/4 lb tea 18 3	" 75	
" 13	By 5 lb butter 10	" "	" 50
	carried forwd	$ 40 12	5 73 3

1836	To amt bro't forw'd —	$	40.12	5 73
Augt 10	" 2 p doz eggs 12 1 bush 31.	—	" 43	
" 11	" ½ gall vinegar	—	" 12	
" 13	" 5¾ white bass	—	" 32	
" "	" ½ gall vinegar	—	" 12	
" 20	" 4½ lb. white bass	—	" 28	
" "	" 1 bush corn	—	" 31	
" 23	" 1 lb whiting 6. ½ lb venetian red 6.		" 12	
" "	" ¼ lb. tea	—	" 18	
" "	Rec 10½ lb butter 10	—	" "	1 05
" 26	To ½ lb tea 37½ ½ gall vinegar 12		" 50	
" 27	" 3 lb. coffee	—	" 36	
" 30	" cash lent	—	205.00	
	Interest on Cash lent, including	$	248.10	$ 6.78
	chg for sugar 21 may 1836. which was to		8.86	
1837. May 19	have been cash as per agreement		256.96	

Bal $250.17½

I certify the acct to be just & true as above represented, with a balance due of $250.17½ cts — M. Gooding

Sworn & subscribed before me this 20th day of May 1837 Andrew Keyes, J P

Saml. Sandley vs
due 24 May 1836

$ 72.02

6

432.12

4.32

72.12

76.34

Allen June 30 1837

J. H. Gere Clk

$72.02

Milford May 23d 1836

One day after date I promise to pay to M Gooding & Co or bearer Seventy two Dollars & two cents, value Rec'd on Settl

Samuel Snead by

March the 16th 1836

Samuel Smedley to Geo Lawton Dr

To twenty five hundred of bacon at 5 ¢ pounds $ 6. 25

Filed June 1 1837

J. H. Bell Clk

Geo Lawton &c

Bacon for 1836

Smedley, Samuel

Stating Acct

State of Ohio Vinton County

Personaly apeard before me the within named Jesse Lawton and was qualley fied that the within accompt is just & true

Given under my hand this 25th day of February 1857

J S Gruvin J P

Jesse Lawton
vs
Jemima Smedley

Decl } assumpsit

6-25

Filed June 1, 1837
A. H. Ritchie

Jesse Lawton
vs
Jemima Smedley

State of Ohio } Hamilton Common Pleas March
Hamilton County ss } Term 1837

Jesse Lawton Complains of
Samuel Smedley in a Plea of assumpsit
for that whereas ~~the~~ the said defendant
on the tenth day of March 1836 at the County
aforesaid was indebted to the Plaintiff in the
sum of six dollars & 25 cents for the price of
divers goods chattles wares & merchandize
their & there sold by the Plaintiff to the defendant
at his request And so being indebted the defend
-ant in Consideration of the Premises afterwards
to wit on the day & year last aforesaid at the County
aforesaid then & there undertook & promised the Pltff
to pay him the said sum of money when afterwards
thereunto he should be requested to do so yet the
defendant although often afterwards requested
has not paid the said sum of money nor any
part thereof to the Plaintiff to the damage of
the Plaintiff Two dollars & thereupon he brings
suit &c

By W C Lawrence
his atty

D Burnham
v
J Smedley

Dec

due $14.10.

Filed May 29. 1837
R. H. Gee Clerk

State of Ohio Huron Com Pleas March term 1837
Huron County ss David Burnham John Reed and
James Riddle under the name and firm of D Burnham
& Co Complains of Samuel Smedley in a plea of assumpsit
for that whereas the said Defendant on the on the 1st day
of august in the year 1836 at the County aforesaid was indebted
to the plaintiff in the sum of one hundred dollars for the
price of and value of goods wares and merchandize before
that sold and delivered to said Defendant and at his request
and whereas the Defendant on the day and year aforesaid
at the County aforesaid in consideration of the premises
then and there promised to pay promised to pay said sum of
money to the plaintiff on request yet he hat disregarded
his promises and hath not paid said sum of money
nor any part there of to the damage of plaintiff one
hundred dollars and thereupon he brings suit &c

W. C. Lamphere
his atty

We the undersigned

D. Burnham & Co.
Account with
Samuel Smedley
$14.10

Filed May 27. 1837
J. H. Gee Clerk

Samuel Smedley to D. Burnham Dr.

August	3d	1835	To	1½ yds Linnen		37½
"	7	"	"	1 Penknife		62½
"	13	"	"	10½ lbs Salt		21
"	15	"	"	8 Skains thread		16
Sept.	10	"	"	2 lbs Coffee		37½
"	"	"	"	1 4/16 lbs Fish		12½
"	22d	"	"	4 Doz Eggs		25
Oct.	26th	"	"	1 qt Rum and 2 lbs Butter		50
Nov.	10th	"	"	6 Mackerel		56
"	12	"	"	Paid John Milligan by order	5	14
January	11th	1836	"	6 Mackerel		56
March	18	"	"	3 lbs Coffee		50
"	"	"	"	5 lbs Pickerel fish		31¼
May	11	"	"	1 Keg and Molases	3	62½
July	19	"	"	1 Tin cup		6¼
"	21st	"	"	1 Scythe	1	25
					14	63

Contra Cr

August	7th	1835	By	David Burnham		12½
January	11.	1836	"	Cash		40
						52½
				Balance due	14	10½

State of Ohio Union County, SS.
Personally appeared before the subscriber and made oath that the above account is just and true as stated to the best of his knowledge David Burnham
Sworn to and subscribed before me this 28 day of March 1837 Andrew [illegible] J.P.

State of Ohio
Union County. SS.

Personally appeared before the subscriber an acting Justice of the peace within and for the aforesaid County. The within named Hezekiah M. Kennedy and made oath that the within account against Samuel Smedley is just and true as stated amounting to forty two dollars

H M Kennedy

Sworn to and subscribed before me this 1st day of March A. D. 1837

David Burnham J.P.

H. M. Kennedy
v/s
with Sam. Smedley
$15.09

Filed May 27. 1837
J. H. Gill Clerk

November 14 1831

Samuel Smedley Dr to Hall Kennedy

to 1 new shew drawe on	25
to 2 new shews drawe on	50
to 2 ate shews drawe	14 3/4
to 1 ring made	6 1/4
to 1 paire hinges pur gait	62 1/2
to 2 shews made and drawe	50
to 1 shew drawe on	12 1/2
to 1 shew drawe on	12 1/2
to 3 ate shews drawe on	27 1/2
to 2 ate shews drawe on	14 3/4
to 1 ate shew drawe	12 1/2
to Balance on shewing	12 1/2
to 2 ate shews drawe on	14 3/4
to 1 linch pin made	6 1/4
to 1 ring and nail made	6 1/4
to 4 shews made and drawe	75
to 2 shews made and drawe	37 1/2
to 2 ate shews drawe on	14 3/4
to 2 shews made and drawe	37 1/2
to 2 ate shews drawe	14 3/4
to 1 ate shew drawe on	12 1/2
to 1 shew made and drawe	14 3/4
to 1 shew drawe on	12 1/2
to 1 bucket made	12 1/2
to 2 ate shews drawe on	14 3/4
to 1 shew drawe on	12 1/2
to 2 ate shews drawe on	14 3/4
to making gait hinges	75
to 1 ate shew drawe on	12 1/2
to work pur wagon	12 1/2
to mending wagon shaft	14 3/4
to 4 shews made and drawe	75
to fixing wagon	25
to 1 dung fork made	37 1/2
to 1 rivet putting paid handel	6 1/4
wash tub hoop	12 1/2
to matock sharpt	6 1/4
to 4 hoops made	62 1/2
to 4 shews drawe on	37 1/2
to 2 shews of myne drawe on	50
to 2 ate shews drawe on	14 3/4
to work on wagon	450
to rings pur the stay	25
to 24 rivet nails made	14 3/4
to 2 stay chaines made	75
to 4 hooks made	62 1/2
	41 70

H. M. Kennedy
vs
Filed May 27. 1837
J. H. Gee Clerk

H. M. Kennedy To Saml Smedley Dr

1833 April 18	To Cash by boy	50
" 28	" do	50
June 21	" do	50
" 26	" Pr Shoes	1,75
Aug 25	" 22 lb flour 44	
"	" Old Iron 12	56
Octob 28	To pr. Shoes	2,00
Nov 18	" " do do by Gibson	2,00
1833 Dec. 20	" pr Small Shoes for Boy	1,37½
1834 Jany 23	half Soaling Shoes	50
April 25	To pr. Shoes	2,00
Octob 3	" pr do for Wife	1,75
Nov 8	" pr do	2,00
1835 Jany 3	To Load Wood	50
Feby 5	" pr Shoes for Wife	1,75
May 25	" do do " do	200
June 13	" half soaling Shoes & heeling	62½
Octob 23	" 12 " Salt	25
" 25	" pr Canal Shoes for Self	2,00
1836 March 3	pr Shoes	2,00
7	To mending wife's Shoes	31
April 24th	1½ bush. Potatoes 37½	
"	2 lbs Onions 25	62½
June 11	" to sole leather by wife	37½
		$25,87½

March 27 18 33

to 4 Spikis made	1.43
to 2 at Shewsdrawe on	1.43
to 2 at Shewsdrawe on	1.43
to 1 tie piton	2.50
to fixing singeltree	1.24
to 1 linch pin made	64
to 2 at Shewsdrawe on	1.43
to 2 at Shewsdrawe on	1.43
to 1 hook pin Shaft	67
to 4 Shewsdrawe on	3.74c
to 1 tuh hoast	1.43
to 12 Stapils pin the wagon	1.43
to 2 Shew made and drawe	3.74c
to 1 Stapel made	64
to 1 Shew made and drawe	1.43
to fixing wagon	50
to 1 tie Gatt	25
to 1 at Shewdrawe on	12½c
to 4 hooks made	25
to 4 at Shewsdrawe on	12½c
to 3 pikin ons made	12½c
to 4 at Shewsdrawe on	37½c
to 1 Shew	1.43
to Shewing horses	250
to Barn Doorinons made	450
to 2 King and Stapils made	12½c
to 2 Kings and Stapes made	12½c
to 4 at Shewsdrawe on	37½c
to 2 Shews made and drawe	37½c
to fixing coupeling tong	25
to fixing rod and making key	12½c
to 1 paine bridel bits	25
to 1 Shew made and drawe	25
to fixing Stay chains	64
to 1 Stapel made	37½c
to 1 hasp and staples made	1.43
to 2 at Shewsdrawe on	24
to 1 Band made	1.43
to 2 at Shewsdrawe on	1.43
to 2 at Shewsdrawe on	1.43
to 2 at Shewsdrawe on	1.43
to 1 Latch and Stapels	25
to 1 Gardin hook made	1.43
to 2 at Shewsdrawe on	100
to 4 Shews made and drawe	1.43
to fixing neck yoke	12½c
to 1 at Shew drawe on	16.25
	$16.25½c

Oct 20 1834

to making 2 nails	37½c
to 3 ato Shues & ane on	31¼
to piping wagon	6¼
to 2 shues todd and & ane	25
to 2 ato shues & ane on	14⅜
to making and seting shues	12½c
to mending sung fork	12½c
to 1 shue & ane on	12½c
to 1 ato shue & ane on	12½c
to 1 shue & ane on	12½c
to 1 spensing made	6¼
to 1 ring and naile made	14⅜
to 2 shues & ane on	31¼
to shewing horse	12½c
April 1 1836	
to 1 ato shues & ane on	12½c
to 1 ato shue & ane on	25
to 1 ato shue & ane on	100
to piping wagon tung	64
to 2 tiers put on	37½c
to making key	14⅜
to 4 shues & ane on	25
to 2 ato shues & ane on	14⅜
to 1 fork	12½
to 2 shues & ane on	12½c
to shewing horse	12½c
to 1 shue set	37½c
to 1 hook made	12½c
to 3 shues & ane on	7 56¼
to 1 stay chain mended	16 25½c
	17 15
	$40.96
Amt of Same Smedley a/c as Rendered	25.87
Bal.	$15.09

Saml Smedley
vs John Monroe
$26.06

Filed May 27 1837
J. H. Lee Clerk

John John Morrow

1831 To Saml Smedley Dr

April 5	To Cash		4.00
"	pr Boots for Self	1.50	
"	pr Shoes " Wife	1.75	8.25
June 25	pr Shoes for Self		2.00
Dec 11	Cash	1.00	
" 27	Cash	.25	1.25
1832 March 5	Cash	2.00	
" 12	Cash	1.00	3.00
1835 Jany 10	8½" Tallow @ 8⅓		.87
" 23	82" Pork		1.94
July 3	pr. Shoes for Self	2.00	
" "	do " Wife	1.50	3.50
a pension for Betty Phillips			1.25
			$26.06

John Morrow
acct

$38.40
26 00
$12,34

Filed May 27. 1837
J. M. Gill Clerk

April the 5th 1831

Samuel Smedly To John Morrow Dr.

Dr to Plowing Garden	4.50
Dr to 141 lbs flour at 2 cents per pound	2.82
Dr to 2 Days work on road	1.00
Dr to 204 feet of walnut boards	2.04
Dr to 25 feet of boards	0.25
Dr to 6.10 feet of walnut boards	6.10
Dr to 1.75 feet walnut boards	1.75
Dr to 400 feet of fencing boards	3.00
Dr to 275 feet of fencing boards	2.06¼
Dr to 1 tone of hay	3.00
Dr to one pair of sled runners	1.00
Dr to one window frame	0.75
July the 10 1835 Dr to 4 days haying	2.00
Dr to makeing waggon shed	0.75
Dr to makeing steps for sellar	0.75
Dr to Poles for scafling for house	0.50
July the 8 1836 Dr to makeing hay rake	0.75
Dr to 1½ days moing at 75 cents per day	1.12½
Dr to butchering hogs	0.37½
Dr to 2 loads of wood	0.50
Dr to 2 loads of wood	0.50
Dr to 25 days work by sane	6.25
Dr to 2 days chopping wood	0.50
Probate	0.12½
	$38.39¾

State of Ohio Union County, SS.

Personally appeared before the Subscriber the Named John Morrow and Made oath that the above account is Just and true as Stated

John Morrow

Sworn to and subscribed before me this 20th of March 1837

David Burnham J.P.

John Morrow
vs
S Smedley

Sce

Sum due $. 12.34
Filed May 27. 1837
James to Circ Clerk

State of Ohio
Union County ss

Union County Court of Common Pleas
March term 1837

John Morrow Complains of Samuel Smedley in a plea of assumpsit for that whereas the defendant on the 1st day of August in the year 1836 at the County aforesaid was indebted to Plaintiff in the sum of $20.00 for the work and labor care and diligence of the said John before that time done performed and bestowed in and about the business of the said Samuel and for said Samuel and at his request and also in the further sum of twenty dollars for divers goods wares and merchandize by the said John before that time sold and delivered to the said Samuel and at his request and being so indebted he the said Samuel in consideration thereof afterwards on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said John the said several sums of money in this count mentioned when he the said Samuel should be thereunto afterwards requested yet the said Samuel altho. afterwards requested hath disregarded his said promises and hath not paid said several sums of money nor either of them nor any part thereof but he to do hath hitherto neglected and refused and still doth neglect and refuse to the damage of Plaintiff twenty dollars and therefore he brings his suit &c

W. C. Lawrence
his atty

H Kennady
vs
Saml Smedley

Dec

Amt due $15.09

Filed May 27 1837
J. H. Gee Clerk

Union Com Pleas March

State of Ohio
Union County Ss

Hezekiah M Kennady Com Plains of Samuel Smedley in a Plea of Assumpsit for that whereas the said Samuel on the 1st day of August in the year 1836 at the county aforesaid was indebted to the said Plaintiff in the sum of fifty dollars for the work and labor care and diligence of the said Plaintiff before that time done performed and bestowed in and about the business of the said Samuel and at his special instance and request and also for in the further sum of fifty dollars for divers goods wares and merchandise by the said Plaintiff before that time sold and delivered to the said Samuel and at his special instance and request and being so indebted he the said Samuel in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid promised to pay the said Plaintiff the said several sums of money in this Count mentioned when he the said Samuel should be there unto afterwards requested yet the said Said Samuel not regarding his said several promises hath not as yet paid the said several sums of money nor either of them nor any part thereof to the said Plaintiff altho often requested so to do but the said Samuel to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damages of the Plaintiff fifty dollars and therefore he brings his Suit &c

W. C. Lawrence
his Atty

Yet the said Samuel Smedley has also paroled his promise and hath not paid the said Journal dues of money nor either nor any part thereof to the damage of the Plaintiff Two hundred dollars and therewith on his behalf &c

Wm Lockhart Esq
his atty

R. Hawkeway
v
Saml Smedley

Dec

Amt due $145.70

Filed May 27. 1837
J. H. Gier
Clerk

State of Ohio
Union County ss

Union Com Pleas March term 1837

Hatheway
Nicholas, Complains of Samuel Smed
~~[illegible] to wit~~
ley in a plea of assumpsit for that whereas ~~on the~~ the said Samuel Smedley on the twentieth day of March in the year 1835 at the county aforesaid made his promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hatheway or order the sum of forty dollars and interest and the said Samuel Smedley then and there in consideration of the premises promised to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof also for that whereas the said Samuel Smedley on the thirtieth day of April in the year 1835 at the county aforesaid made his certain other promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hatheway or order the sum of forty five dollars. and interest and the said Samuel Smedley in consideration of the premises then and there promised to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof And also for that whereas the said Samuel Smedley on the 14th day of January in the year one thousand eight hundred and thirty five at the county aforesaid made his certain other promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hatheway or order the sum of eight dollars and eighty nine cents with use and the said Samuel Smedley then and there in consideration of the premises to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof Also for that whereas the said Samuel Smedley on the 2nd day of January in the year 1835 at the county aforesaid made his promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hatheway or order the sum of thirty five dollars and interest and the said Samuel Smedley then and there in consideration of the premises promised to pay the amount of the said note to the said Nicolas according to the tenor and effect thereof

Nicholas Mathews

Samuel
Friedly Note

~~[illegible]~~ 89
6
48
48
24
1.10
5.08
5.01
5.62
16.81
28.89
145.70

Filed May 27
1837
J. H. Gill
Clerk

Mill for a Lam the 14 1835

Value Received I promise to pay Nicholas Nathaway or order ~~Seven~~ Eight dollars and Eighty nine Cents with use

Samuel Sweetser

Nicholas Matherlong

Samuel
Tredly

$45.00

6

270.00

270

22

5.62

Filed May 27
1837
J. H. Gill
Clerk

For Value received April 30th 1835 I promise
to pay Nicholas Wathenway or order fourty five
Dollars and Interest

Samuel Lowell

Samuel
Smedley's
Note

$40.00
6
240 00
240
21
5.01

Filed May
Oct. 1837.
J. Holsill
Clerk

Nicholas Matherson

March 20th 1835

Value Recd I promise Nicholas Wathenday

or order Fourty Dollars and Interest

35
8.89
75
40
128.89

Samuel Snedley

Samuel
Imsley

$65.00
6
2.10
2.10
88
5.08

Filed May
27 1837
J. H. Price
Clerk

Nicholas Matheny

For value received Jan the 2th 1835 I promise to pay Nicholas Hathaway or order thirty five dollars and interest

Lamine Pudley

J S Gregory
vs
J S Medley
Dec

Amt due $41.98
Filed May 27 1837
J. H. Lee Clerk

A. Smedley
Note $39

Ilica May 27, 1837
A. W. Gee Clerk

Due J. S. Gregory or bearer Thirty Nine Dollars Eighty Three 3/4 ~~Cts~~ on settlement of Acct & value recd

Milford July 12th 1836

Samuel Smedley

State of Ohio
Union County Ss

Union Com Pleas March term 1839

James A Gregory Com plains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the 12th day of July in the year 1838 at the County aforesaid was indebted to the said Plaintiff in the sum of fifty dollars for money found to be due from the Defendant to Plaintiff on an account stated then and there stated between them and whereas the defendant afterwards to wit on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said sum of money to the Plaintiff on request yet he hath disregarded his promises and hath not paid the said sum of money nor any part thereof to the Plaintiff to the damages of Plaintiff fifty dollars and thereupon he sues &c

W. C. Lawrence
his atty

Jacob Fairfield et als
vs Attachment
Samuel Smedley

All papers

N. Omodley's

Dec. 6 1836

Union Com pleas

Jacob Fairfield
vs Foot of Pub
Saml Smedley

Filed March 31. 1837
S G Strong Clk

Mr. M. Gooding Milford
Pr W. Lawrence Maysville

The State of Ohio
Champaign County ss. Personally appeared before me A. R. Colwell Mayor of the Town of Urbana in the County aforesaid J. R. Reynolds Printer of the Urbana Record a newspaper printed in said County and made oath that that the notice hereto attached was taken from said paper and was published in the Record for the ten successive previous

Union County, Court of Common Pleas,
October Term, 1836.

Jacob Fairfield, Plff.
vs.
Samuel Smedley, Deft.
} In Attachment.

NOTICE is hereby given that a writ of attachment, issued in the above cause on the seventh of September, 1836, against the goods, chattles, lands, tenements, rights and credits, of the said Samuel Smedley; in which the Plaintiff claims $1700; and that said writ was returned on the 10th of October, by the Sheriff of this county, with a report of his doings thereon.

Attest: SILAS G. STRONG, *Cl'k.*

W. C. Lawrence, Atty. 1-6w

Sworn to and
27th day of March
terms whereof I have
hereunto set my hand & seal of the Corporation

A. R. Colwell
Mayor of the Town of Urbana

The State of Ohio
Champaign County ss. Personally appeared before me A. R. Colwell Mayor of the Town of Urbana in the County aforesaid J. R. Raymond Printer of the Urbana Record a newspaper printed in said County and made oath that that the notice hereto attached was taken from said paper and was published in the Record for the time of six weeks successively previous to this date

J. R. Raymond

Sworn to and subscribed this 27th day of March 1837 — In testimony whereof I have hereunto set my hand & seal of the Corporation —

A. R. Colwell
Mayor of the Town of Urbana

Jacob Fairfield
vs
Proof of Pub
Samuel Smedley

Filed March 31. 1807
Ab Strong Clk

uich could be false, and not a hope of
ape was held out to them; the 'Circum-
ucial Evidence' cases, of which there are
, would make us think otherwise. It is
ubject which may well make one ponder
on the law which demands life for life.
e publication was commenced in July,
d the numbers are issued semi-monthly,
ch number containing 120 pages each,
inted on fine white paper, of the size of
e Marryatt Novels, and will be complet-
d in October,—making a volume of 600
osely printed octavo pages. The numbers
ill be sent by mail to any part of the Union,
refully packed. Terms.—$2 for the com-
or three copies for five dollars.

Personally appeared before me John Hellings a justice of the Peace in the township of Zane, County of Logan & State of Ohio Arthur Corkfield publisher of the Peoples Palladium a paper formerly printed in the town of Middleburg & County aforesaid, who being duly sworn says that the appended notice taken from a copy of the said paper, was published for the term of Four weeks successively in the said paper, of which notices the appended is one, & that the publication of the aforesaid paper, was altogether discontinued, after the term of the four weeks as above stated

Sworn & subscribed before me this 29th day of March 1837

John Hellings J P

fees 12½

Union county, Court of Common Pleas
October Term, 1836.

Jacob Fairfield, Plff.
vs.
Samuel Smedley Deft.
} In Attachment,

Notice is hereby given that a writ of attachment, issued in the above cause on the seventh day of September, 1836. against the Goods, chattles, lands, tenements, rights and credits, of the said Samuel Smedley; in which the Plaintiff claims $1700; and that said writ was returned on the 10th of Oct. by the Sheriff of this county, with a report of his doings thereon.

Attest, SILAS G. STRONG, Clk.

W. C. Lawrence, Atty.

n23—6t

Union Com Pleas

Jacob Fairfield

vs Pracipe attachment

David Smedley

Filed Sept 7. 1836

Wm Stuart apt

for D G Strong Clk

Jacob Fairfield vs Samuel Smedley } Union Comm pleas in attachment Damages $1700.00

Issue a writ of attachment returnable at next term Endorse Suit Brot on a promissory note dated August 8th 1836 for three hundred dollars due one day after date given by Deft to Pleaintiff also for goods sold and delivered, work done and performed money had and received paid, laid out, and expended to and for the said Deft and at his special instance and request

To the Clerk of the Court
of Comm pleas Union Ohio

R. B. Lawrence
atty for Pltff

Reuben P. Mann agent of the above named Jacob Fairfield makes oath and says that the above named Samuel Smedley is the debtor of the above named Jacob Fairfield and hath absconded to the injury of his creditors as he verily believes

Sworn to and subscribed before me this 8th day of September 1836 } Reuben P. Mann agent

Samuel B Robinson Justice of the peace

2.31¼

5.6¼
8.7½
2.31¼

2.31¼ 1.25

Satisfied in full
Receipt for execution

Filed June 5th 1837

J H Gill Clk C D

Sam Jacob Fairfield
vs
Samuel Smedley

Union Com Pleas June term
1837 on Judgement

Clk will issue a writ of
venditioni exponas in this case that the sheriff
proceede to sell the property remaining unsold

W C Lawrence
atty for plff

this may certify that I have the within
account to Jacob Friesinger

Spencer Roane

T. Smith

Filed June 3
1837
G. W. Gill C.C.

Milford August 1886 Mr Samuel Smedley Dr
to eight days work 62½cts per day $ 5.00
Personally appeared before me a Justice of the peace in
and for Union County Spencer Reams and made solemn
oath that the above account against Samuel Smedley
is just and true as therein stated Milford March 27th 1887
Andrew J Reyes J.P.

S. Smedley
Account
$11.25

Filed June 3,
1837
G. H. Gill Clk

Samuel Smedley Dr to Jacob Fairfield

July 1836	to Cash lent	$10.00
Aug	to beef	0.50
	to 4 quarts of whiskey at different times	0.75
		11.25

S. Smedley
H. Burnham
Note $1.6.00

424

Filed June 3
1837
J. H. Cain
Clerk

Six months after date we or either of us promise to pay Jacob Fairfield or bearer, one hundred and Six Dollars being for value received as witness our hands

Milford April 5th 1836

Samuel Smedley

Harvey Burnham

300
100
150.00
6
$18.00
4.50
3
13.50

S. Smedley
Note $300.

$13.50

Filed June 3
1837
J. H. Ogle
Clerk

One day after date I promise to pay Jacob Fairfield or bearer three hundred dollars being for value received as witness my hand Cash Lent.

Milford August 30th 1836 Samuel Tweedy

Filed June 3, 1837
J. H. Gillett

Samuel
Smedley
Note $7.50
$7.87½
313.50
160.24
480.61
5
11.25
496.86

Bill for a August th 1836
one day after date I promise to pay Joseph Smedley
or order Seven dollars and fifty cents for value Received
Samuel Smedley

Suit Brot on a promissory note dated aug 30. 1836 for 300$ and one day after date Given by Defd To Pltff also for goods Sold and Delivered work done and performed Money had and received paid Laid out & expended to and for the Said defendant and at his Special instance and request

To the Clerk of the Court of Comn Pleas Mun Co Ohio

W C Vankenen atty for Pltff

Mun Com Pleas

Scott Fairfield

vs attachment

Saml Bradley

Filed Oct 5th 1836

Jno Stroy Clk

Mun Com Pleas

judgment for costs

Agreeable to the Command of the within writ I proceeded on the 7 day of September A D 1836 in presence of two disinterested freeholders Residents of the County of Licking namely Andrew Kyle & William Reed to attach the following property as the Property of Said Samuel Bradley mentioned in said writ To wit

Lot No 12 in the town of Milford with the improvements there on at Six Hundred Dollars		600.00
Lot No 4a in said town with improvements at seventy Dollars		70.00
Lot No 17 do do at one hundred & forty five Dollars		145.00

78 Shoe lasts	10.00	4 vials	12½
12 do	1 25	1 soup dish	37½
1 boot tree	2 50	1 Salt & pepper box	25
1 Shoemakers bench box & tools	5 00	1 Soup & 1 butter plate	25
1 Shot Gunpowder horn & shot bag	5 00	2 plates & 2 tea saucers	25
7 Blacking bottles	75	1 butcher knife	12½
2 Shoemakers aprons	25	1 Glass Lancera	75
1 mule-bag	37½	1 tea Lancia	12½
1 pr boot cramps	25	3 tin cups & 1 dipper	18¾
1 hand saw	1 00	1 pint bottle & camphor	12½
1 pitch fork	62½	1 coffee-mill	75
1 Stirrups	1 25	1 bread bowl	6¼
1 pr Wag-chains	75	1 Sauce dish	25
1 Kitchen table	1 50	1 two qt Jug	25
1 Breakfast Table	5 00	1 pr do. candle moulds	37½
2 Smoothing Irons	1 25	1 tin Grater	25
10 cups & Saucers	62½	1 wooden Water bucket (blue)	75
14 plates	1 50	1 tin bucket	12½
4 bowls	75	1 set fire dogs	1 25
1 two qt pitcher	37½	2 Cleavers	1 25
1 sugar bowl	38	1 half Gallon Jug	12½
1 tea canister	12	1 Basket	50
1 preserve dish	37½	1 Sieve	50
1 tea pot	50	1 axe	1 50
5 tumblers & 1 wineglass	50	1 hand basket	12½
	41 37½		826 12½

Con-Dr

Carried over

State of Ohio Union County ss

To the Sheriff of Said County Greeting We Command you to attach the Lands tenements goods Chattles rights Credits Monies & effects of Samuel Imedley wheresoever they may be found and the Same to keep or so to provide that the Same or the value thereof may be forthcoming to answer the Judgements of our Court of Common Pleas ~~of Said~~ within & for Said County of Union in a certain Action on the Case therein prosecuted by Jacob Fairfield against the Said Samuel Imedley for $1700.00 Damages and in what Manner you Shall execute this writ Make appear to our Said Court of Common Pleas on the first Day of their Next Term and have then this writ

Witness J. R. Swan Esq. President of our Said Court of Common Pleas this 7th Day of Sept 1834

Silas G. Strong Clk

Attest

brot over			brot up		
1 Chest	1	50	1 floor brush	1	50
1 half bushel		18¾	1 furniture brush		25
1 Meal-bag		87½	1 pair candle-muffers		37½
1 pair over shoes		50	4 pillow-cases	1	50
1 Side saddle	12	00	2 do	1	00
1 Saddle blanket		50	1 Table cloth		75
2 bed steds	11	00	6 Shirts @ 75 cts	4	50
2 feather beds	20	00	1 do		75
4 pillows & 1 bolster	5	00	1 Towel		25
2 under-bed ticks	4	00	16 plates	2	25
2 Quilts	4	00	1 Turkey-dish	1	00
2 Sheets	1	25	1 set cups & saucers		75
1 Blanket	4	00	1 Bowl		25
1 Comforter	1	00	1 Sugar bowl		50
1 blanket	4	00	1 Creamer		37½
1 bead stead	2	00	3 Glass tumblers		37½
1 Candle-stand	2	00	1 Salt seller		12½
1 Server	1	50	1 Ladle	1	00
1 pr fire dogs	1	00	1 tin pan		12½
3 fire shovels & 1 pr tongs	2	50	1 Robins journal		25
1 mantle-clock	18	00	1 Coleman's Letters		12½
1 Bureau	14	00	1 key to the Dis-tablishment		12½
1 dozen chairs	12	00	1 New-orleans Directory		25
1 Breakfast table	5	00	1 Salt-seller		12½
9 picture frames & pictures	4	00	1 Clothes brush		25
1 pair brass fire dogs	5	00	1 Lantern		37½
1 Looking Glass	1	25	20 lasts	1	00
3 pr wind[illegible] curtains	3	00	1 piece Leather	1	50
1 Cushion for sand-waggon	1	25	1 do	2	00
1 Lasting Summer coat	4	00	1 side do	1	75
1 Parasol	3	00	1 Lot hides	2	00
1 table cloth	1	50	10 old horse-shoes		75
1 do	1	50	1 axe		50
1 bed quilt	2	00	1 Lot Nails		18¾
1 do	2	00			
1 comforter	1	00		28.	81.
1 do	1	00			
carried up	157.	81.	carried up		

brot up			brot up		
1 tea kettle	1	00	1 Neckyoke	1	00
1 Spider		50	2 leather hallers	1	25
1 dinner pot	1	00	1 Manilla Rope halter		25
1 do	1	25	5 horse shoes		25
1 dish kettle		50	1 hay rake		3¾
1 tin biscuit		25	1 Red wooden bucket		75
5 earthen crocks		3¾	1 Lot of Lathes in shop	1	12½
1 Cange jar		75	1 pr Shoes	1	50
1 pitcher		6¼	1 Coat	3	50
1 Pot-hooks		3¾	1 pr pantaloons	1	50
9 crocks		12½	1 do do	4	00
1 over-coat	28	00	1 vest	1	00
1 pair pantaloons	7	00	1 do	1	00
2 wash tubs	1	00	1 pr Over funders		25
1 Churn	1	25	1 hat	1	50
1 bbl with Cider		75	75 feet ceiling		30
1 meat bbl with about 20 pounds	5	00	1 Spider	1	00
2 Cedar bbls (old)	1	00	1 Gridiron		75
3 bbls (old)		50	1 tin basin		25
1 bbl salt	4	25	1 Coffee pot		25
3/4 do	3	50	1 tin baker	1	50
1 hog 2 gls molasses	1	50	1 Walnut Drawer	1	00
8 crocks		50	1 Rake		25
3/4 bbl soap & bbl	3	00	1 Skimmer		12½
1 three gallon crock filled with lard	1	75	1 hoe		3¾
5 pr Mould Candles with box		75	1 Brass kettle	1	50
half bbl tub full of cucumbers		75	1 Rain bbl		25
1 Lot pieces soal leather in the cellar	2	00	6 Shoats	5	00
1 Waggon & waggon chains & waggon box	42	00	8 pieces Scantling		50
2 Sled tongues & double tree	1	00	1 half bbl. tub (iron hoops)		25
1 Sleigh	3	50	1 Cow bell & collar	1	50
1 dung fork		75	3 account Books Dr. 1.283		
2 pitch forks		75	2 colts	23	00
1 pr Horse Gears	22	00	1 yearling colt	22	
	130	68.5		85	25
Carried up			Carried over		

	$	cts			
brot over					
1 Grey Mare	60	00	1st Column	41	37½
1 Dun Mare	50	00	2 do	826	12½
1 bay horse (charley)	50	00	3 do	175	81¼
3 milk heifers @ 12.00 each	36	00	4 do	25	81¼
2 cows @ 13.50 cts each	27	00	5 do	130	68¾
4 calves @ 3.50	14	00	6 do	88	25
13 two year old heifers @ 11.25	146	25	7 do	815	10
21 head of part 2 & part 3 year old	294	00		$2085	16¼
steers @ $14.00 each	294	00		10	62½
3 yearling heifers @ $7.00	21	00		$2095	78¾
1 Calf @ 3.00	3	00			
one half of 4 ricks of hay supposed to be 13½ tons	23	62½			
three fifths of 13 ricks of hay supposed to be 42 tons (all in Walks meadow)	69	60			
17 shoats @ 6 dollars	10	62½			
4 hogs	10	00			
1 barrow	2	50			
1 sow	2	50			
9 Shoats @ 62½ cts. each	5	62			

We the undersigned freeholders & residentens of the county of Union having been summoned & sworn by C. Wright Sheriff of Union County in the State of Ohio impartially to appraise the above & foregoing property attached as aforesaid do hereby declare the same to be a true inventory of the property attached in our presence together with the true value thereof. Sept. 6th 1836

Andrew Keyes (seal)
Wilson Reed (seal)
C. Wright Sheriff

Costs on the within attachment
Andrew Keys. - - - 2 days
Wilson Reed 2 days
Sheriff Cost
Summoning & swearing freeholders 1.00

Mileage 50

Levy and bond — — — — 30

Levy on Goods & Chattles 4 Seperate places 1.20

Serving as Appraiser 2 days & home 2.00

for taking inventory 100

for writing 125

$7.25

The personal property hereby attacht was left in the hands of Mrs Smedley & Jacob Fairfield by their giving Bond in double the appraised value Condition for the faithfull delivery thereof to the order of the Court

C Winger Sheriff

Union Compleas

Jacob Fairfield

vs

Appraisment

Samuel Smiddy

Filed March 29 1837

D G Strong Clk

47

R P Mann		pr. Steelyards	$	" 75
James Evans		Handsaw		" 75
R P Mann		1 Breakfast table		3 00
Martin Ballou		1 pr. Sad Irons		" 93
Jacob Pathamen		Set cupt saucers		" 50
Wm. Morse	pd.	4 cupt & saucers Old		" 18
David W. Ballou		Tell blue plates		" 87½
M Gooding		do pink do		" 50
Joseph Wattins	pd	do blk do Old		" 75
John Murrow		4 Bowles		" 62½
Robert S Kember		8 plates variety		" 40
do do		1 Blue Sugar bowl		" 15
R. P. Mann		1 Red do do		" 44
M Gooding		1 Blue dish		" 81
R P Mann		1 Red tea pot		" 56
do do		1 do cream ing		" 18
John Murrow		1 Soop dish		" 25
R P. Mann		1 Lamp		1 00
M Gooding		1 tumble 5 vials & ming lass		" 12½
R Cherry		1 Salt Cellar		" 06
Simon Chapman		1 grater		" 06
Aud Keyes		1 wood bucket		" 62½
Ogiel Lapham	pd.	1 tin bucket Old		" 25
R. Cherry		1 Sausage filler		" 31
do do		1 Cleaver		" 43
Martin Ballou		1 do		" 56
R P. Mann		1 coffee mill		" 50
John R McDonald		1 cun Scissors		" 40
R. Cherry		candle molds		" 31
Benj. Libby	pd	Bushel & ½ bushel Do		" 31
James Evans		1 Churn		1 25
Ray Morse	pd	1 Sieve Do		1 00
		over		$18 89

To amt. brot. forwd			$	18	89
Saml. Gibson	—	pd.	1 gall Jug dito	—	10
Wm. Snuffin	—		1 Gen Harrison	—	75
do do	—		1 Camp Music	—	69
Jacob Seaman			1 Josephine	—	87½
do do	—		1 Josephus	—	87½
do do	—		1 Bonaparte & Son	—	89
Wm. Snuffin	—		1 Young Mother	—	95
R. P. Mann	—		1 Judge Grundy	—	50
Jacob Seaman	—		1 Last Supper	1	12½
do do	—		pr. do	—	12½
John Morrow	—		Basket	—	56¼
John R Miller	—		Candle stand	—	75
M Goodwin	—		pr. Men Shoes	—	68¾
R Cherry	—		Waggon cushion	1	00
do do	—		1 Men coat	18	00
R. S. Kenton	—		Shovel hat & hat	—	37½
William Lawson		pd	do do Gun dito	—	25
R. Cherry	—		Merino coat	—	75
Edwd. Morin	—		Casimere pants	1	02
Wm. Gorton	—	pd.	drab do	2	37½
Edwd. Morin			Jaens do & drawers	1	06¼
Wm. Gier	—	pd	Striped vest	—	80
Edwd. Morin			Jaens do	—	75
do do	—		Blue coat	1	57
Jacob Seaman			Sugar chest	1	68¾
David Parks		pd	1 Bag dito	—	50
Garret Harris			Side Saddle	11	00
Ralph Cherry	—		1 Ax	1	75
Wm. Snuffin	—		Saddle blanket	—	78
Jacob Pattemer			table linen hemp	1	76
John Mitchell			do do white fringe	—	43
Jacob Seaman			do do diaper	1	06¼
Truman Kenton		pd.	1 towel linen	—	18¾
Warren Rose	—		Brass andirons	4	00
Aud Keyes	—		Parasol & Silk handkf	—	62½
Chas Cranson	—	pd.	pr. Suspenders	—	25
Edwd. Morin			1 Robins Journal	—	25
D Parks	—	pd	notes on N Orleans	—	18¾
					80.19.

To amt. bro. forwd.			$ 80	19.
Robert Kimber —		1 Key to N Testament —	—	12½
R. P. Mann —		1 Pride of Britannia —	—	12½
Elba Burnham —	pd	1 Old ax —	—	37½
Andr Keys —		1 Counter Brush —	—	25
John Lolly —	pd	1 Clothes do —	—	20
Harry Burnham		1 floor do —	—	31.
Christ Cracson	pd	4 horse Shoes dl. —	—	50
Jacob Gibson	pd	6 do do dl. —	—	25
John R. Miller		1 tin lanthorn —	—	40
Benj. Libby	pd	tot chains & old Iron —	—	27
Elba Burnham	pd	Shingle nails Dl.	—	16
R. P. Mann —		1 Shot gun & Shot bag	4	25
Joseph Watkins	pd	Suspenders dl. —	—	18
R P Mann —		Breakfast table —	3	00
Robt. S Kimber		Cast andirons —	1	50
do do —		tin Reflector —	1	65
do do —		Small bass bellows —	1	87½
John Morrow —		large pot —	1	34
Robert Nelson —		Small do —	—	62½
James Evans —		Griddle —	—	75
R P Mann		Pot hooks —	—	25
Andrew Keys —		Spider & lid —	—	57
Martin Ballou		large Saw —	—	25
Robert Kimber —		Waffle Irons —	—	69
R P Mann		hay rake —	—	06.
John F Sabin		Waggon stay chains & box —	43	56.
R P Mann —		Sleigh —	7	00
James Cochran	pd	5 horse Shoes dl.	—	12½
Martin Ballou		dung fork —	—	47
Jesse Porter	pd	Pitch fork dl. —	—	19
R P Mann —		1 Sett harness old —	4	50
do do —		1 do do good —	10	00
do do —		1 Neck yoke —	—	63
do do —		Chain lines —	1	75
John Anderson	pd	Martingale dl. —	1	26
Andrew Keys	pd	hand rake dl. —	—	12½
		over	$ 164	76.

To amt. brot. forwd.			$	164	76.
R P. Mann	—	Horse bucket	—	—	62
do do	—	Sleigh tongue	—	1	00
Ralph Cherry	—	do do	—	—	12
Martin Ballou		10 pr. Scantlin	—	—	3/2
James Evans	—	Bay horse Charley	—	48	25
David W Ballou		part side leather	—	2	31.
Saml. Hebard	pd	Boot leathers calf skins	—	1	12
Peter Snider	— pd	do do thick do	—	1	18.
Jacob Pathman		lot Sole leather	—	—	81.
Benjn Sibley	— pd	part side upper lea.	—	1	06.
Jacob Pathman	—	do do do	—	—	76
Lorenzo Keyes	—	do do do	—	1	31.
Jacob Pathman		lot Shoe lasts 15	—	1	00
Chris Wilber	— pd	do do do 9 del	—	—	31.
do do	pd	do do do 10 del		—	27
do do	— pd	do do do 7 del	—	—	14
Peter Snider	— pd	do do do 10 del	—	—	20
John R. Miller		do do do 12	—	—	35
John W Lansdown		do do do 35	—	7	00
Chris Wilber	pd	double boot tree	—	1	75
do do	pd	pr. Boot cramps	—	—	37/2
R P Mann		lot board	—	—	12
Garret Harris		Shoe brush & tools	record X	4	00
John W Lansdown		do do ~~do~~	—	—	25
Christ Wilber	pd	qr dy blacking bottles 1 pt full		—	22
James Cochran	pd	Lett hinges & fixtures del	—	—	75
R P. Mann		Mat	—	1	00
do do		Mirror	—	1	00
John Weaver	pd	Comfort del		1	00
Benjn Davenport		quilt	—	1	50
John Weaver	pd	Comfort del	—	—	91
Martin Ballou		Bed Spread	—	.	56
Andrew Keyes		quilt	—	—	25
Martin Ballou	—	do	—	1	75
John Weaver	pd	pr. Sheets del	—	1	28
Benjn Davenport		3 do		1	65
John Weaver	pd	3 pillow cases	—	—	41
				251	66.

To amt. brought forwd.			$ 251	66.
John Wason	pd	2 pillow cases dld	—	25
Olin Kunday		Grey mare	48	25
John Hartwell		Dun do dld settled	34	50
Richard Gabriel		Sucking colt	16	50
do do		Bay 1 year old colt	16	87
Thomas McDonald	pd	Bridle dld	—	76
Andrew Keyes	—	Rope halter	—	25
John Marrow	—	do do	—	12½
John Reid	—	1 Leather halter	—	62½
R P Mann	—	do do	—	81
Isaac McCluney		Bell cow	16	43½
Amos A Williams		Lim bach heifer	17	00
James Evans		do do black heifer	15	00
R P. Mann		Black cow	20	00
Thos. Sprague		Red heifer	13	25
Benj. Hopkins		4 colors dld settled	15	75
R P Mann		2 steers 3 year old	39	00
John R McDowell		1 heifer & calf	15	62½
R P. Mann		1 Red steer	21	25
Martin Ballou		16 steers 1st choice @ 14.18½	227	00
David Witter	—	1 dark red steer	16	87½
R P Mann		1 lim bach do	18	25
David W. Ballou		4 heifers 1st choice @ [illegible] @ 13.31	53	25
David Witter	—	4 do 2d choice @ 12.13	48	52
do do	—	1 Spotted heifer yearling	9	06
John R McDowell		2 yearlings heifer & steer	13	50
do do		3 2 year old heifers	27	25
* R P. Mann		Bedstead & bedding	—	25
* do do	—	Cupboard furniture	—	25
* do do	—	lot in cellar	—	38½
do do	—	Bbl. salt	5	00
John Marrow		part bbl. salt	2	62½
James Evans	—	1 Cider bbl	—	62½
John R Miller		1 do do	—	70
John Marrow		Barrel	—	25
R P Mann		do & cider vinegar	—	13
R Cheney		wash tub	—	37½
		over	$ 968	21

To amt. brought forwd —		$ 968.21
M. Gooding	wash tub	— 12½
Aud Keyes	lot boxes	— 34
Robert S Kimball	3 chairs windsor	1 40
R Cherry	3 do do	1 37½
M Gooding	3 do do	2 68¾
John Mitchell	3 do do	2 68¾
Jacob Patterson	lot leather scraps Sole & upper	2 57
do do	lot lasts	— 25
David Parker	Bed tick Bolster & pillows	19 —
do do	under tick	1 40
do do	Bedstead	5 50
Robert S. Kimball	Mantle clock	14 00
Aud Keyes	1 Bureau	11 87½
R P Mann	3 Lott window curtains	1 50
Abner Ridlon	2 hogs 1st. chain	9 06¼
do do	2 do 2d do	6 60
do do	10 Shoats 1st do	17 50
do do	4 do 2d do	4 81¼
do do	20 more or less (last) @ 100 ea	20 00
Aud Keyes	1 old door	5 12½
David Witter	½ of 1 stack No 1 Hay	6 75
R P. Mann	3/5 of 2 do No 2 do	6 00
do do	½ of 1 do No 3 do	6 31¼
Edwd. Morrill	3/5 of 2 do No 4 do	7 00
R P Mann	½ of 2 do No 5 do	10 81¼
David Witter	3/5 of 1 do No 6 do	1 81¼
Harry Burnham	3/5 of 4 do No 7 do	10 75
John Menow	3/5 of 2 do No 8 do	8 00
Edwd Morrill	3/5 of 2 do No 9 do	6 56¼
David Witter	3/5 of 2 do No 10 do	8 18¾
~~R. P. Mann~~	~~2 Shoats~~	0 00
Martin Ballou	2 steers @ 11.00	22 00
		$ 1190 20.3

Agreeable to the command of the within writ I did on the 24 Octr 1836 expose at Public Sale the Property held by my by virtue of a writ of attachment in the case of J. Fairfield vs Samuel Smedley and Sold the same as the Sale Bill herewith filed will more fully show —

C Winget Sheriff

*R. P. Mann

Bedstead & Bedding viz.

1 Bedstead
1 under bed
1 Feather do
4 Sheets
4 Pillow Cases
2 Pillows
2 Blankets
1 Comforter
1 Quilt

*Lot articles in Cellar

Wash Tub
Crock & Lard
Box with candles
Part Bbl Soap
Pork Bbl & pork
Keg Molasses
1/2 Bbl Cucumbers

*Cupboard Furniture viz

1 Kitchen Table
1 Set Com. Teas
1 do — Plates
2 — Bowls
1 qr Gall Pitcher
1 Sugar & Bowl
1 Tea Canister
1 Tea Pot
3 Glass Tumblers
1 Salt cellar
1 Pepr Box
1 Soup & butter plate
3 table & 2 Tea Spoons
3 tens & 1 ten dipper

1 ten Basin
1 Bread Bowl (Carve)
Part Set Knives & forks
1 Butchers Knife
1 Tin Bucket
1 Pair fire dogs
1 do Shovel & tongs
1 Iron Tea Kettle
1 Spider
1 dish Kettle
1 meal Bag
1 Candle stick
1 pair Snuffers
1 Small Pitcher

Union Com Pleas

Jacob Fairfield
vs order
Samuel Smedley

Filed March 29 1837.
S G Strong Clk

Writ of Sheriff Union Cnty

Union County Court of Common Pleas
October Term AD 1836

Jacob Fairfield Pltff
vs
Samuel Smedley Deft

In Case Attachment

This day came the Pltff by W C Lawrence his attorney and on motion it is ordered by the Court the personal Property attached in this Cause be Offered to Sale and Sold by the Sheriff upon such Notice as is Required by the Statutes in such Cases made [illegible]ded within six weeks from this date

In Testimony whereof I have hereunto Set my hand and Official Seal this 13th Day of Octr AD 1836

Silas G. Strong Clerk

Fees	Advertising	$1.25
	Mileage	25
	Poundage	23 80
	Clerk of Sale	3.00
		$28.20

C Winget Sheriff

James Riddle
vs
Smedley

Dec

Ane. 11. 00

Filed May 27. 1837
J. H. Grier Clerk

James Riddle &c
vs
Saml. Smedley

$ 7.33

Filed May 27. 1837
J. H. Cole
Clerk

Samuel Smedley

To James Riddle

		Dr.	Cr.
May 20th 1835	To balance on Setelment	$7.71	
July 7th "	To Note on John Miligan	2.87½	
March 3rd 1836	To Cash Lent	5.00	
9th "	To Cash lent	2.00	
		$17.58½	
Contra Cr.	by Working on Road, days tax		$0.75
		10.25	
		7.33½	
Oct 5th 1835	by Cash		3.00
March 8th 1836	by Cash		4.00
June 1835	Cr by 1 pr of Shoes		2.50
			$10.25

State of Ohio Union County, SS.

Personally appeared before the subscriber. The above named James Riddle and made oath that the above account against Samuel Smedly is just and true as stated and the above balance of Seven dollars and 33½ Cents is the balance due and that no part there of has ever been paid as he verely believes

James Riddle

Sworn to and subscribed before me this 9th day of March A.D. 1837

David Burnham J.P.

James Riddle
vs
J. Smedley

Dec

Ave. 11. 00

Filed May 27. 1837
J. H. Grier Clerk

State of Ohio
Union County ss

Court of Common Pleas
March Term 1837

James Riddle Complains of
Samuel Smedley in a Plea of assump
-sit for that whereas the said Deft to wit
on the third day of March year of our Lord
one thousand Eight hundred & thirty six
at the County aforesaid was indebted to the
Plaintiff in the sum of Ten dollars for money
then and there lent by the Plaintiff to the defend
-ant at his request

Also in the further sum of ten dol
-lars for money found to be due from the defend
-ant to the Plaintiff on an account then and there
stated between them
and so being indebted he the defendant in
consideration thereof afterwards to wit on the day
and year last aforesaid at the County aforesaid
then and there undertook & promised the Plaintiff
to pay him the said several sums of money
when thereunto afterwards he should be reques
-ted to do so yet the defendant although often
afterwards requested has not paid said several
sums of money to the Plaintiff nor either of them nor
any part thereof to the Damage of the Plaintiff
~~Dam~~ (Twenty) dollars and therefore he brings suit &c

W C Laurence,
atty for Plaintiff

Ulster County

Dan'l. Smith
vs
Samuel Smith
Ac. for Debt
Attch.
Jacob Freefuts
vs
Samuel Smith

Filed March 29th 1837
Peter G. Strong
Clk

Debt. 13 –
Dam 7. 54

The State of Ohio
Union County } Union Common Plea —
March Term 1837.

Daniel Smiley complains of Samuel Smiley of a plea of debt. For that whereas the said Samuel Smiley on the 30th day of September AD 1827 at the 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 said Daniel Smiley and thereby then & there bound himself to pay to the said Daniel or order thirteen dollars in gold or silver for value received one day after the date thereof which period has long since elapsed — yet the said Samuel Smiley hath not paid the said sum of money or any part thereof — To the damage of the said Daniel Smiley ten hundred dollars and therefore he brings suit &c

By J. Sow
Atty.

S. Smedley
Note
$13.00
7.54
$20.54

Merritt

Smedley's note given for collection by
Feb 1
1880

J. Smedley
Note
$13.00

One day after date I promise to pay Daniel Smedley or order thirteen dollars gold or Silver vallue received this 30 day of September 1827

[illegible]

Witness
J. B. Howard

13 00
in 4 75
17 75

13
6
78
26
26
52

78
9
702
702
704

J. Jacobs
vs
S. Smedley

Dec

Amt $192.66
Filed May 27. 1837
J. H. Gill Clerk

1833 April 8th By Ballance on horse -- $48.00

Union Cou. Ohio

Filed May 27 1833
J. Ro. Gill Clerk

Chillicothe April 24th 1834 Received one hundred
$100.00 Dollars in part of the within Note
Thomas Jacobs

G. Smally note to
Thomas Jacobs

$95.57 Ten days after date I promise to pay Thomas Jacob or order Ninty five dollars five cents for Value Received April 6th 1833

Samuel Smedley

3

$200.45 Sixty days after date I promise to pay Thomas Jacob or order two hundred dollars Forty five cents for Value Received April 6th 1833

Samuel Smedley

47.05
6
282.30
4
1129.20
47
11.7620
47 05
58.81.2

133.85
5881
192.66

200.45
6
1202.70
212.47

112.50
6
675.00
3
2025.00
110
112 50
133.85

11111

Union Comm Pleas March term 1839

State of Ohio
Union County Ss

Thomas Jacobs complains of Samuel Smedly in a plea of Assumpsit for that whereas the said Samuel Smedly on the sixth day of April in the year 1838 at the county aforesaid made his certain promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay the said plaintiff or order the sum of twenty five dollars and five cents in ten days after the date thereof which period has now elapsed and the said Samuel then and there in consideration of the premises promised to pay the amount of the said note to the said Thomas according to the tenor and effect thereof Also for that whereas the said Defendant on the day and year aforesaid at the county aforesaid made his certain other promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay the plaintiff or order the further sum of two hundred dollars and forty five cents in sixty days after the date thereof which period has now elapsed and the said Samuel Smedly then and there in consideration of the premises promised to pay to the said plaintiff the amount of the said note according to the tenor and effect thereof yet the said Defendant hath disregarded his said promises and hath not paid the said sums of money or any part thereof to the damage of plaintiff three hundred dollars and therefore he sues

W. C. Lawrence
atty for pltff

Harvey Burnham
vs
Samuel Smedley

Ac

Amt due $19.74

Filed May 27. 1837
J. H. Lyon Clerk

Union Comm Pleas June term 1837

Harvey Burnham
vs
Samuel Smedly

State of Ohio
Union County ss

Harvey Burnham applying creditor in attachment complains of Samuel Smedley in a plea of assumpsit for that whereas the said Defendant to wit on the first day of June in the year 1836 at the County aforesaid was indebted to the plaintiff in the sum fifty dollars for so much money before that time by the plaintiff lent and advanced to and paid said out and expended for the defendant at his request Also for that whereas the Defendant on the first day of June in the year 1836 at the County aforesaid was indebted to the said Plaintiff in the sum of fifty dollars for the price and value of goods then and there Bargained and sold by Plaintiff to defendant at his request and in the sum of fifty dollars for money found to be due from defendant to plaintiff on an account then and there stated between them and whereas the defendant afterwards towit on the the day and year aforesaid at the County aforesaid in consideration of the premises promised to pay the said several sums of money to plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff fifty dollars and therupon he brings suit &c

N. C. Sawdrice
atty for Plff

Saml Smedley a/c
with H. Burnham
$15.12

Recd May 27-1837
J. H. Gill Clerk

Harvey Burnham To Sam Smedley Dr

1831 July 2	To making pr Shoes & finding th	87½
" 18	" making pr boots & finding thre	3.12½
Sept 11	" making pr Shoes for Wife & finding thread	87½
Octo 1	" making pr coarse Shoes for Self	75
Nov. 16	" making pr small Shoes, & thread.	50
" 26	" Making 8 prs. Slippers & thread @ 31.	2.50
1833 May 6th	To making pr Shoes for E. Kennedy	87½
" "	To do " do " Wife	87½
July 1	To do " Slippers " Mary	37½
Aug 17	To mending Shoes	12½
Sept 6	" do do for Wife	50
" 13	" making pr. monroe Shoes for Eliza Kennedy	1.00
" 23	To making Shoes for Wife	1.00
1834 Jany 6	To mending Boots	25
June 2	To 1 Pair Shoes for S. Gibson	2.50
" "	" 1 do do " Hester Long	1.75
" "	" Making pr pumps & thread.	87½
" 10	To Making pr Shoes for E. Kennedy & finding thread	87½
Sept 13	To mending Boots	62½
" "	To do Shoes for Hes Long	12½
" "	" do do " Self	25
		$20.62½
Cr 1831 Aug 21	By Cash 3.00	5.50
1832 Jany 2	By Cash 2.50	$15.12½

H. Burnham's
acct
declared on
Filed May 27. 1837
J. H. Gill Clerk

Samuel Smedley to Harvey Burnham Dr

Novr 1832 to keeping horse 2 days - 37½ to drink 12½	0.50
to 1 side of upper leather	1.62½
to 1 dresd deer skin 1.00 to 1 bushel Oats 25 -	1.25
to hauling Wood 0.50 to brandy 25	0.75
to County order 1.00	1.00
Oct 1833 to pd Muster fine	1.25
to keeping horse 37½ to 1½ bushel oats 37½ -	0.75
to board 6 days for hired hand	1.00
to Cash lent May 1834	3.00
to Interest on the same	0.54
to Cash lent April 6th 1835	40.00
to 1 bushel Oats 0.25 to brandy 25	.50
to horse kept over nt & lodging	.31¼
to 1 gallon Whisky Aug 14th 1836 - 0.62½	.62½
to 2½ gallons do 62½	1.56¼
to Cash lent Aug 1836	10.00
to Int on ten dollars 9 months	.50
to Int on the forty dollars	4.10
	$69.26¼
Amt of Cr	49.52½
Bal due	$19.74

Samuel Smedly Cr

By Cash Sept 5th 1835	$15.00
By Cash March 21st 1836	4.40
By Cash April 16th do	15.00
	$34.40
By amt of your Bill Recd	15.12
	$49.52½

Harvey Burnham

State of Ohio Union County SS

Personally appeared before the Subscriber the foregoing named Harvey Burnham and made oath according to law that the foregoing account against Samuel Smedly is just and true as stated

Sworn to and subscribed this 15th day of May 1837

Daniel Burnham J.P.

Fairfield
vs
J Smedley

Declaration

filed May 1st 1809
James W. Gill
Clerk

State of Ohio
Union County Ss

March Term 1837.
Union Com Pleas

Samuel Smedley was attached in his Lands tenements goods Chattels rights credits moneys and effects to answer unto Jacob Fairfield in a plea of assumpsit and thereupon the said Jacob Fairfield complains of the said Samuel Smedley for that whereas the said Samuel Smedley on the 30th day of August in the year 1836 at the County of Union aforesaid made his promisory note in writing and delivered the same to the said Jacob Fairfield and thereby promised to pay the said Jacob Fairfield or bearer the three hundred dollars in one day after date thereof which time has now elapsed and the said Samuel Smedley then and there in consideration of the premises promised to pay the amount of the said note to the said Jacob Fairfield according to the tenor and effect thereof Also for that whereas the said Samuel Smedley on the 5th day of April 1836. at the County of Union made his certain other promisory note in writing and delivered the same to the said Jacob Fairfield and thereby promised to pay to the said Jacob Fairfield or bearer one hundred and six dollars in six months after date which period has now elapsed and the said Samuel Smedley then and there in consideration of the premises promised to pay the amount of the said last mentioned note to the said Jacob Fairfield according to the tenor and effect thereof. Also for that whereas the said Samuel Smedley on the 15th day of August in the year 1836 made his promisory note in writing and delivered the same to Joseph Dunlap and thereby promised to pay the said Joseph Dunlap or order seven dollars and fifty cents in one day after date which time has now elapsed and the said Joseph Dunlap then and there endorsed the same to the said Jacob

Fairfield Whereof the said Samuel Smedley then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Jacob Fairfield according to the tenor and effect thereof
Also for that whereas the said Samuel Smedley on the 1st day of September in the year 1836 at the county aforesaid was indebted to the said Jacob Fairfield in the further sum of three hundred dollars for the price of goods then and there Bargained and sold by the plaintiff to Defendant at his request and in the sum of three hundred dollars for money then and there lent by plaintiff to Defendant at his request and in the sum of fifty dollars for work then and there done and materials for the same provided by the said Jacob for the said Samue at his request
And whereas the said Samuel Smedly afterwards to wit on the 1st day of September in the year 1836 in consideration of the premises then and there promised to pay the said several sums of money to the said Jacob Fairfield last mentioned on request yet he hath disregarded his promise and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the said Jacob Fairfield seventeen hundred dollars and thereupon he brings suit &c

W C Lawrence attys for pltff

W Robe

vs

Saml Smedley

Dec

Amt due $27.85

Filed May 27. 1837

J. H. Gill Clerk

One Day after Date for Value
Recived I promise to pay Warren
Rose or Beaver Twenty Eight Dollars
& thirty five cts

Milford Jany 18 ~~1848~~ 36 Lewis Priestley

28.35
4.12
24.23
6
145.38

24.23
1.45
62
26.30
125

2755

J. Smedley
Note to W. Rose

Filed May 27. 1837
J. H. Gill Clerk

J. Smedley
note &c
May 25 "35

Warren Rose act
vs
Sam. Imedly

$1.25

Filed May 27. 1837
J. H. Gill Clerk

Samuel Smedley to Warren Rose Dr

1836 June 23 To 1 Calfskin — $3.00

July To Lice of Coltskin — .25

3.25

July 5 Contra Cr

By Cash — $2.00

Union County SS personally appeared before the subscriber a Justice of the peace Warren Rose and made solum oath that the above account is against Samuel Smedley is just and true as he verily believes

Andrew Reyes J.P.

State of Ohio Union County ss.) Union Com Pleas March term 1837

Warren Rose complains of Samuel Smedly in a plea of assumpsit for that whereas the said Samuel on the 18th day of January in the year 1836 at the county aforesaid made his promisory note in writing and delivered the same to the said Warren and thereby promised to pay the said Warren or Bearer twenty eight dollars and thirty five cents in one day after date which time has now elapsed and the said Samuel then and there in consideration of the premises promised to pay the amount of the said note to the said Warren according to the tenor and effect thereof. And also for that whereas the said Samuel on the day and year aforesaid at the county aforesaid was indebted to the said Warren in the sum of two dollars for the price and value of goods then and there Bargained and sold by the said Warren to the said Samuel at his request. And whereas the said Samuel afterwards on the first day of August in the year aforesaid in consideration of the premises then and there promised to pay the said last mentioned sums of money when requested by plaintiff yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of plaintiff fifty dollars and thereupon he brings suit &c

W. C. Sawdrnee
his atty

Levi Lyon

vs

Paul Smedley

Ice

Amt due $. 25. 00

Filed May 27. 1837

J. H. Gee Clerk

Samuel Smedley To Levi Lyon Dr.
To Rent of Pasture in the summer of 1836 $25,00

State of Ohio Union County, SS.
Personally appeared before the subscriber an acting Justice of the peace within and for the afore said County, the above named Levi Lyon and made oath that the above account is just and true as stated and that no part thereof has ever been paid as he verely believes

Levi Lyon

Sworn to and subscribed before me this 6th day of March A.D. 1837

David Burnham J.P.

Levi Lyon acct
vs
Isaac Smedley
$25 00

Filed May 27, 1837
J. H. Gill Clerk

State of Ohio } Union Com Pleas March term 1857
Union County ss }

Levi Lyon Complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the first day of Nov in the year 1856 at the county aforesaid was indebted to the said Levi in the sum of twenty five dollars for the use of certain pasture lands of the said Levi and the eatage of the grass thereon growing by him the said Levi Before that time let to the said Samuel Smedley and at his special instance and request and by the said Samuel according to such letting had and used in and for the depasturing of cattle for a long time before then elapsed and being so indebted he the said Samuel in consideration thereof afterwards to wit on the day and year last aforesaid in the county aforesaid undertook and then and there faithfully promised the said Levi to pay him said sum of money when he the said Samuel should be thereunto afterwards requested yet the defendant altho. often requested has not paid said sum of money to the plaintiff nor any part thereof but he to do so has wholly neglected and refused and still does neglect and refuse to the damage of the said plaintiff one hundred dollars and therefore he sues &c

W. C. Lawrence
his atty

Martin Balou
vs
Samuel Smedley

Dec

Dec 5. 45

Filed May 27. 1837
J. H. Gill Clerk

Martin Ballou
acct $5.00

Filed May 27
1837
J. M. Gill
Clerk

Samuel Smedley to Martin Ballou Dr

June 5 1836	To Cash lent thirty Dollars	$30.00
July 11	Cr. by Cash - - -	25.00
		$5.00

State of Ohio Union County. SS.

Personally appeared before the subscriber the above ~~[illegible]~~ named Martin Ballou and made oath that the above account is just and true as stated

Martin Ballou

Sworn to and subscribed before me this 13th day of May 1837

David Burnham J.P.

State of Ohio
Union County ss

Com Pleas union County March term 1837

Martin Ballou Com plains of Lanne Lumedly in a plea of assumpsit for that whereas heretofore to wit on the on the first day of August in the year 1836, at the County aforesaid said Defendant was indebted to the plaintiff in the sum of one hundred dollars for money before that time lent and advanced by plaintiff to and for the use of Defendant at his request and whereas the defendant afterwards to wit on the day and year aforesaid at the County aforesaid in consideration of the premises promised to pay the said sum of money to plaintiff on request yet the said Defendant hath disregarded his promises and hath not paid the said sum of money nor any part there of to the damage of plaintiff fifty dollars and thereupon he brings suit &c

W C Lawrence
his atty

Edward Moran
vs
S. Wheelley

Dec

Dec $8.05
Filed May 27. 1857
J. W. Gill Clerk

Personally appeared Edward Moren before the subscriber a Justice of the Peace and made solemn oath that the within account against Samuel Somedley is Just and true

Andrew Keyes J P

E. Moren acct
as mad Jmedly
$8.04

Filed May 27. 1837
P. B. Gee Clerk

April the 3d 1835

Samuel Smedley to Edward Moran debtor

to balance of cash lent — — — per bill	90 37	12
for for 18 and one half pounds of Veal at three cents	0 55	12
Cheese 18 and one half pounds at 7 cents per pound	1 29	12
Oats five bushels at 31 cents per bushel — — —	1 55	
Veal 18 pounds at three cents per pound — — —	054	
to Veal 17 pounds at Do — — — — — —	051	
Oats two and one half bushels at Do — —	077	12
Oats two and one half bushels at Do — —	077	12
Cheese July the 30th 1836 - 17 pounds at 8 cents per —	136	
to whiskey for haying two quarts — —	031	
total	8 04	12

Edward Moran

State of Ohio
Union County ss

Union Com Pleas March term 1837

Edward Moran Complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel on the first day of August in the year 1836 at the county aforesaid was indebted to the said Edward in the sum of one hundred dollars for goods wares and merchandize before that time sold and delivered by plaintiff to defendant at his request and being so indebted he the said Samuel on the day and year aforesaid at the county in consideration thereof promised to pay the plaintiff the said sum of money on request yet the said Samuel hath disregarded his said promise but to pay him the said sum of money hath hitherto wholly neglected and refused and still doth refuse though often requested to the damage of plaintiff one hundred dollars and therefrom he brings suit &c

W. C. Lawrence
his atty

361

S. Smedley

D 600

Sept 13

S L B 2

609 6

06.54

1218

24.36

609

638.36

Received payment for Matthew Gooding & Reuben Mann

Stay 600

Elkanah Shute 9

609

Sept 13 1836

Interest from 13th Sept on 609

Filed May 27. 1837

J. H. Geck

Clerk

$600 —

18.30
581.10

March 10. 1836.

Six Months after date we or either of us promise to pay to the President Directors &c of the Franklin Bank of Columbus or order, Six Hundred Dollars at the Schuylkill Bank Philadelphia, for value received

Cedar Run & Smedley
Per [illegible]

Samuel Smedley
Reuben P. Mann
Matthew Gooding

M Goodenough & P Mann
vs
Samuel Smedley
Dec

Amt due $.633.06

Filed May 27 1837
J. W. Gill Clerk

State of Ohio
Union County Ss

Union Com. Pleas March term 1837

Mathew Goading and Reuben Pman Com plain of Samuel Smedley in a plea of assumpsit for that whereas the said Defendant on the first day of October in the year 1836 at the County aforesaid was indebted to the Plaintiffs in the sum of one thousand dollars for money then and there paid by Plaintiffs for the use of defendant at his request and whereas the the Defendant afterwards on the day and year aforesaid at the County aforesaid in Consideration of the premises then and there promised to pay the said sum of money to the Plaintiffs on request yet he hath disregarded his promises and hath not paid the said sum of money nor any part there of to the damage of Plaintiff one thousand dollars and thereupon they bring suit &c

W C Lawrence
their Atty

Josiah Gabriel

v

J Medley

Dec

Pltf due $20.90

Filed May 27. 1837

J. H. Lee Clerk

State of Ohio } union Common Pleas march
union County ss } Term 1837
Josiah Gabriel vs Samuel Smedley } in assumpsit Damages 25 dollars

Joseph Gabriel Complains of Samuel Smedley in a Plea of assumpsit

For that whereas the said Samuel on the twenty ninth day of August 1836 at the County aforesaid became indebted to the Plaintiff in Twenty dollars for money then and there lent & advanced by the Plaintiff to the Defendant at his request

And whereas afterwards on the day & year aforesaid in Consideration of the Premises the said Defendant then & there Promised to pay the said sum of money to the Pltff on request yet he hath disregarded his Promise & hath not paid the said sum of money nor any part there of to the damages of the Pltff twenty five dollars & therefore he brings suit &c

W C Lawrence
atty for Plaintiff

August 29th 1836

Samuel Smiddy
Josiah Gabriel Money lent. $10.00

Josiah Gabriel

Filed May 27. 1837
J. H. Gill Clerk

Milford March 20th 1837 Personally appeared before me a Justice of the peace in Union County Josiah Gabriel and made solum oath that the within account against Samuel Smedley is just and true as therein stated

Andrew Keyes J P

Josiah Gabriel
vs
Smedley
$20

Benj Hopkins
vs
Jamme Smedley

Ma

Ans $14.14

Filed May 28. 1857
J. W. Gill Clerk

State of Ohio }
Union County } ss

Union County Court of Common Pleas
March term 1837

Benjamin Hopkins Com plains of Samuel Smedley in a plea of debt for that whereas the said Samuel Smedley on the 11th day of November in the year one thousand eight hundred and thirty four at the County aforesaid made his writing obligatory of that date sealed with his seal (and now to the court here shewn) and then and there delivered the same to the said Benjamin Hopkins and thereby bound himself to pay to the said Benjamin Hopkins or Bearer fifty two dollars by the first day of April next (meaning the next thereafter the date thereof) which time has now elapsed.

And in the sum of fifty two dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request yet the defendant hath not paid the several sums of money or either of them nor any part thereof to the damage of plaintiff fifty two dollars and thereupon he brings suit &c

W. C. Lawrence
his atty

Received on the within Note twenty one Dollars July 26 1835

Received on the within Note ten Dollars March 3rd 1836

Received on the within 1810 August the 23

Received on the within note to discharge in full the 22nd day of July 1837

D. Hopkins

Smedley's Note $52 00

$10 00

Smedley & Hopkins

By the first day of April Next I promise
to pay to Benjamin Hopkins or Bearer fifty two
Dollars ~~It Bearer~~ for value Received November
11th 1834

Samuel Smedley (Seal)

Filed May 28 1837
J. H. Gill Clerk

Rec'd June 14th 1837
Provided to ~~[illegible]~~ tiff B in lots in
the Town of Milford and sold on the 28th
day of July — to R P Mann } lot No 18 for $535
~~Mathew Goodrich~~ Jacob Fairfield } lot " 40 " " 56
and to James Riddle lot No 17 " $150,06¼
Cash not Rec'd

R Clark Sheriff

Check Fairfield et al
vs
Samuel Smealey

Serv	35
Att'l	25
Judgment	2,00
G Fees	225
Poundage	14 82
	$19,67

Filed Oct 4th 1837
Ja[illegible] Clerk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that the property of Samuel Smedley attached by you to satisfy Jacob Fairfield and others and which yet remains unsold you expose to sale upon such notice as is required by the Statute in such case made and provided. And of this writ make legal service and due return

Witness S. R. Swan President Judge of our said Court of Common Pleas this 14th day of June A.D. 1837

James H. Gill Clerk C.P.

Civil/Domestic Case File

Case No. 1836-CV-0022

No. 36-CV-22

Union Common Pleas Court.

J V & J Swearingen, Plaintiff,

AGAINST

Alex Cogill, Defendant.

OCT TERM, 1837

JUD'G VS PLAINT'F

Journal 1 Page 340

Record No. No Record Page

Ex. Doc. Page

Transcript

J. V. & S. Swearingen
vs
Alexander Cargill

Amt. $10. 59 3/4

Filed Oct. 5th
1836 M. Strong Clk

T. V. & S. Swearingen } This action was brought to recover an Note of hand
Alexander V. Cowgill } made payable on the 20th June 1819 —

Amt. Note called for — $4 = 31 1/4
Interest — — — 4 . 33 3/4

July 25th 1836. Summons issued made returnable 30th at 2 o'clock
P.M. 28th Summons returned Exed. by reading Cost — 25 Cts
30th — The defendant Cowgil appeared, pleed the Statute of
Limitation of actions, but from his own Statement
and acknowledgement, of his leaving the country when
Note given shortly after the Note was given; and had
still remained out of the same, Judgement found
for Plaintiffs for the above demand as it stands
docketed; against the above named defendant; &
Justice costs — — — 3 77 —

Cts
Cont. Costs — 25
Justice Do
Summons — 12 1/2
Judgement — 25
Appeal bond — 25
Transcript — 31 1/4
1.88 3/4
31 1/4
25
2.45

I do hereby certify that the foregoing is a correct statement of the proceedings had before me in the trial of the above cause —
Given under my hand and seal this 30th day of July 1836 —

Saml. Lafferty (L.S.)
Justice of the peace

This transcript $31 1/4
Bond on Appeal — 25
56 1/4

Alex.d Cowgill's
Appeal
Bond - $50.00

Filed Oct. 10 1856
M. G. Strong Clk

In the action of J. V. K. Swearingen against Alexander Cowgill I. George Cowgill do acknowledge myself bail for the appellant in the sum of fifty dollars to be levied of my goods and chattels, lands and tenements, in case the appellant shall be condemned in the action and shall fail to pay the condemnation money, ~~&c~~ and costs that have accrued or may accrue, in the Court of Common pleas.

George Cowgill

Taken signed and acknowledged, on this fourth day of August A.D. 1836 before me,

Saml. Lafferty J.P.

Transcript.

U. S. Swearingen

vs

Alexander Cowgill

Filed March 15 1837.

A. G. Strong Clk

Y. V. & S. Swearingen
vs
Alexander Cowgill

July 25th 1836. — This action was brought to recover on a Note of hand, made payable on the 20th day of June 1819 - Amt. Claimed $4-31¼
Interest — " 4.39¾
$8.71
Summons issued, Made returnable on the 30th at 2 O'clock P.M. directed to L. Spencer Const.

" " Summons returned Executed by reading.

" 30th " The defendant Cowgill appeared, plead the limitation of actions, but from his own Statement and acknowledgement of his leaving the Country shortly after the Note was given, and had remained from the same untill the present time Judgement is therefor rendered against the defendant Cowgill for the above demand as it stands docketed, and costs of suit

Const. Costs — 25.0
Justice Costs
Summons — " 12½
Judgement — " 25
Transcript — " 31¼
Bail bond — " 25

" 30 - Notice of appeal given, Transcript made out.

In the action of Y. V. & S. Swearingen against Alexander Cowgill I. George Cowgill acknowledge Myself bail for the appellant, in the sum of Fifty — dollars. to be levied of my goods and Chattels. lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs have accrued or may accrue in the Court of Common Pleas.

George Cowgill.

Taken, signed and acknowledged, on this fourth day of August in the Year 1836. before Me
Sam'l Lafferty
Justice of the Peace

I do hereby certify that the foregoing is a Correct Statement of the proceedings had before me in the trial of the above Cause, Given under My hand and Seal this 1st day of Feb, in the year 1837.
Sam'l Lafferty (Seal)
Justice of the peace

This Transcript - 31¼ Cents.

Amount 1st June 1837
$ 8.75

Alun. Connell
$4.31/74 ts
due 20 June 1819

Green Township
survey town and
land co. by.
near Delaware
on the Radnor
road

Geo. Stewart — Assignee
Chas. L. Ash 1836
Geo. Mc. Donald Attorney

Three Months after date, I promise to pay to J. V. & S. Swearingen, the just and full sum of four dollars, thirty one and a fourth cents, witness my hand this twenty 4th day of March 1819.

Pennsylvania $4.31¼ Alex. Cargill

John Nichols

Union Com Plea

J. V. Schlwarenger
v. Certiorari
Alexander Cowgill

Returnable Spring Term
1839

State Of Ohio Union County ss

To Samuel Lafferty Esq a Justice of the peace within and for Leesburg Township in Said County of Union Greeting

We Command you; that a certified Transcript of the Record and proceedings of a certain Suit lately pending before you Wherein J. L. & S. Swearingen are Plantiffs and Alexander Cowgill is Defendant you on the 30th Day of July 1836 Rendered a Judgement for the Above Demand as the Same stands Docketed Damages & Eighty seven & a half cents cost in favour of the Plantiffs and against the Said Defendant. With all Things touching the Same, as fully as the Same are now before you; you Send, Sealed and Enclosed with this writ. To Our Court of Common Pleas within and for the County of Union On the 1st Day of next Jan-

Witness the Hon Joseph Rowan Esq President of Our Said Court at the Court House this 17th Day of Jany 1837.

Silas G. Strong Clerk

J. V. D. Schweninger
vs
A. Conklin

Ans

Filed Nov 18, 1837
S. H. Gill
Clerk

Union Comm^n Pleas March term 1857

State of Ohio
Union County ss)

Thomas V. and Samuel Swearingen late partners in merchandising under the Stile of T. V. & S Swearingen Complain of Alexander Cowgill in a plea of assumpsit for that whereas the said Alexander Cowgill on the 20th day of March in the year 1819 at the County of Union aforesaid made his promisory note in writing and delivered the same to the said plaintiffs and thereby promised to pay to the said plaintiffs four dollars & 81/4 cents three months after date thereof which period has now elapsed and the said defendant then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof And also for that whereas the said Alexander Cowgill on the twentyeth day of March in the year 1819 at the County aforesaid was indebted to the said plaintiffs in the further sum of four dollars and thirty one & one fourth cents for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request and whereas the defendant afterwards to wit on the twenty fifth day of June in the year of our Lord 1819 in consideration of the premises then and there promised to pay the last mentioned several sums of money to the plaintiffs on request yet he hath disregarded his promise and hath not paid the said several sums of money nor either of them nor any part thereof to the damages of the plaintiffs 12 dollars and thereupon they bring suit &c

W. B. Lawrence
atty for pltffs

J. D. & L. Lucaunger
vs.
Alexander Cowgill

Plea

filed June 27 1837
James H. Gill Clerk

Hall for Deft

T. V. & S. Swearingin
vs
Alexander Cargile

Union Common Pleas March Term 1837

And the said Alexander by A. Hall his Atty
now comes & defends the wrong & injury when &
and prays judgment of the said Pltffs Declaration
because he says that by the summons in this case
issued ~~by which~~ the said Alexander was called
upon to answer unto T. V. & S. Swearingin and not
unto Thomas V. & Samuel Swearingin late partners
in merchandizing under the stile of T. V. & S. Swear-
ingin — and whereas by said Declaration the said
several promises of any were made were and
each of them ~~was~~ made as it appears by said
Decl. to Thomas V. & Samuel Swearingin late partners
in merchandizing under the stile of T. V. & S.
Swearingin and not to the person who by said
summons said ~~Cargile~~ Alexander was called upon to
answer and this he the said Alexander is
ready to verify wherefore and in consequence
of said variance between said summons &
Declaration which appears of record he
the said Alexander prays Judgment of the
said Declaration and that the same
may be quashed

By A. Hall
Pltffs Atty

Union Com. Pleas

Alexander Cowgill
adm fi fa

J. V. & S. Swearingen

11,094
Execution 35
$11,144

Parties not found
no property found
R. Clark Sheriff
Serv — 35
Mil — 45
80

Filed April 18. 1838
James H. Gee Clk

Rec'd Nov 1st 1854

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. T. R. & S. Swearingen the sum of $11.094 which by the Judgment of our Court of Common Pleas within and for said County of Union at the Oct Term thereof 1837 Alexander Cowgill recovered against the said T. R. & S. Swearingen as costs with interest thereof from Oct 3d 1837 until paid and the accruing costs. and for want thereof that you cause the same to be levied of the lands and tenements in your Bailiwick of the said T. R. & S. Swearingen and have that money before our Court of Common Pleas on the first day of their next Term to render unto the claimants. and have then there this writ

Witness James H. Gill Clerk of ~~our~~ the Court of Common Pleas within and for said County of Union this 19th day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1836-CV-0023

No. 36-CV-23

Union Common Pleas Court.

Thomas J. Lewis
Plaintiff,

AGAINST

A. M. Adow
Defendant.

OCT TERM. 1836

Settled & Dismissed

No Record.

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

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

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

Mun. Con. pleas

Thos J Lewis

vs } Appraisement

A McAdow

Filed Oct. 8 1886

J G Strong Clk

T J Lewis

We the undersigned being called upon by the Sheriff of Union County to appraise the following property taken by a Writ of replevin ~~for~~ in the case of Thomas L Lewis Vs Andrew McCadow after being duly sworn as the law directs proceeded to appraise the ~~following articles~~ the property as follows

1	Bureau	$ 25 00	6	Tin Tumblers	Lot	87½
1	Do	15 00	3	Salts	"	37½
1	Table	6 00	12	Tea Plates		44
1	Do	6 00	1	Sett Knives & forks		37½
36	Winsor Chairs 100	36.00	3	Carvers		37½
1	Rocking Chair	2 50	4	pr and Irons	100	4 00
1	Looking Glass	2 00	2	Candle Sticks	Lot	25
1	Settee	5 00	4	Chambers	"	25
1	Candle Stand	4 00	10	pr Slips	"	1 00
2	Do Do 175	3 50	1	qt Measure		12
1	" Do	1 25	1	Funnel		8
5	Window Blinds 100	5.00	1	pt Measure		12
1	Large Waiter	1 50	2	Candle Sticks		25
1	Smaller Do	1 00	1	Hair Brush		12½
1	Map of Ohio	3 00	1	pr Shovel & Tongs		1 00
1	Bar Room Table	1 75	3	Horse Blankets	50	1.50
1	Kitching Do	75	8	Bed quilts	125	10 00
15	Bedsteads 5.50	82 50	10	Feather Ticks & Pillows	3.50	35.00
1	Glass Lanthorn	50	5	Swilling under Bed	1.25	6.25
2	~~Tin~~ Hanging Candle Sticks 18¾	37½	7	under Ticks do	1.25	8 75
3	Wash Basons 20	60	20	Sheets	31½	6.25
8	Cups & Saucers	75	20	Pillow Slips	Lot	1 87½
1	Sett Large Plates	62½	2	Bed Spreds	125	2 50
~~11~~	~~plates 2 Sizes~~ Lot	~~1 37½~~	~~3~~	~~Small Beds~~ Do	112½	~~3 37½~~
8	Do 3 " "	75	3	Bed Comfortables	112½	3 37½
6	" " "	62½	4	yds Carpeting		1 00
11	Tea Spoons Lot	25	5	Liquor Kegs		4 00
1	Large Fish Plate	75	34	yd window Curtains		5 00
3	Small Do	25	1	Candle Stand		87½
3	Blue Pitchers	1.12½	1	Milk Cup		12½
1	Coffee Boiler	37½	7	Glass Decanters		3 25

Carried up

1 Root for wash		
1 Gallon Pitcher		62½
4 Glass Tumblers		3½
1 Cooking Stove & utensils	22	00

~~To certify~~ Cyprian Lee }
Levi Robins } Appraisers

Union Com Pleas

Thos S Lewis

vs Replevin

Andrew McCulloch

that you summons the Said Andrew McAdow to appear at the next Term of our Court of Common Pleas to be held within and for the Said County of Union to Answer unto the Said Thos T Lewis for the unlawful Detention of the Said Goods and Chattles aforesaid Damages five hundred Dollars and have you then there this Writ

Witness J R Sloan Esqr President of our Said Court at the Court House aforesaid this 5th Day Sept AD 1836

Silas G Strong Clk

Union Com Pleas

Thos T Lewis
vs
Andw McAdow
Replevin

Filed Oct 8 1836
S G Strong Clk

Settled
Nonsuit
Stay

Agreeable to the commend of the within writ I proceed on the 5 day of Sept AD 1836 to replevy to

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 Thos. I Lewis the goods
and Chattles following to wit One Beaureau —
One Letter three and one half Stands one Rocking Chair one Breakfast Table
One Looking Glass three window Blinds thirty
four & one half yards window Curtains 2
Waiters 2 pair Snuffers, one Map of Ohio
three Sets window Chairs one piece Carpeting
two Dining tables one kitchen Table twenty Bed
steads four Light Stands one Bar room Table
Six Kegs Seven Quart Decanters One Gallon
Pitcher two hanging Candle Sticks one tin
Lanthorn One Glass Lanthorn one Cooking
Stove and Appar-atus two Set of tea Spoons
forty two plates two Sets Cups & Saucers one
half Dozen plates one Large fish plate three
Small plates one Coffee Boiler four Cream
Cups four Small pitchers two Large pitchers
One Tea pot Six tin Tumblers three Salt Sellers
twelve Teaplates one Set Knives & forks three Car
vers four pair of Andirons two window blinds
two Candle Sticks Seven Chambers ten pair
Slips one Quart Measure one Gunnell
One pint Measure four Glass Tumblers two
Candle sticks one Brush one pair Shovel & tongs
three Wash basins four horse Blankets Eight
Quilts two Bed Spreads three Small Bed Spreads
one Beaureau ten feather ticks & pillows five
Drilling under-beds Seven under-ticks twenty
Sheets twenty pillow Slips three Bed Com
fortables four Sugar Bowles & four Earthen pans
which Andrew McAdow wrongfully detains
from the Said T Lewis as is Said and also

(Continued over)

Civil/Domestic Case File

Case No. 1836-CV-0024

No. 36-CV-24

Union Common Pleas Court.

Joseph Plummer
Plaintiff,

AGAINST

Edgar Arnold
Defendant.

MAR TERM, 1837

JUD'G VS PLAINT'F

Journal 1 Page 311

Record No. No Record Page

Ex. Doc. Page

John Doe Ex Dem Joseph Plummer

vs

Richard Rao Ebenezer } Ejectment
& Arnold Lenant &c

Calvin Wright Sheriff of Lincoln County makes oath & says that he on the 29 day of September 1836 did Personally serve Ebenezer & Arnold Lenant in Possession of the Premises in the within Declaration mentioned or of part thereof with a true Copy of the within Declaration & Notice & at the same time acquainted the said Ebenezer & Arnold with the intent & meaning of the said Declaration & Notice

C Wright Sheriff

Sworn to & subscribed before me this 10th day of Oct 1836

William S. Stein J. P.

Lincoln County Ss

John Doe Ex Dem
Joseph Plummer
vs Declaration Ejectment
Richard Rao Ebenezer
& Arnold Lenant

Filed Oct 10 1836
J. G. Strong Clk

Sheriff Fees
Service — 50
Mileage — 5 miles 50
C Wright Sheriff

Sept 29

Clk Statement

The State of Ohio Union County Court of Common Pleas of the Term of October in the year of our Lord Eighteen Hundred & Thirty Six

Union County } ss

John Doe Complains of Richard Roe for that Joseph Plummer on the first day of January in the year of our Lord Eighteen hundred & Thirty four at Union County aforesaid had Demised to the said John the following Lands & Tenements Lands Fifty Acres of Land lying in Milford Surveys Number 8151 & 5291 lying & being in Union County aforesaid and also Fifty Chestnuts Fifty Cabbages Fifty Barns Fifty Stoves Fifty 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 & Fifty Acres of other Land with the appertenances situate in said County of Union to have & to hold the same to the said John from the said first day of January Eighteen Hundred & Thirty four aforesaid for & during the Term of Seven years next ensuing by virtue of which Demise the said John entered into the said Tenements with the appertenances & was possessed thereof for the Term aforesaid And the said John being so thereof possessed the said Richard afterwards Came on the Tenth day of January in the year Eighteen hundred & Thirty four with force & arms entered into the said Tenements with the appertenances & Ejected the said John therefrom and other wrongs to the said John then & there did to his Damage Ten hundred Dollars & therefore he sues &c

Moses Bloomin Attorney for the Plaintiff

Ebenezer Arnold

Sir I am informed that you are in Possession of an 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 & having no Title to the said Premises as aforesaid you to appear at the next Court of Common Pleas within & 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 & you will be Liable and of Possession

Richard Roe

19th September 1836

Ex Arnold
vs
Plummer

Plea

John Doe ex dem of
Joseph Plummer
vs
Richard Roe

On motion to the court it is ordered that Ebenezer Arnold be made defendant herein in the place of the non defendant Richard Roe

John Doe ex dem of
Joseph Plummer
vs
Ebenezer Arnold

and the said Ebenezer Arnold comes and confesses the Lease Entry and ouster in the said declaration mentioned and admits himself to be in possession of the premises in the said declaration mentioned and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him and of this he puts himself upon the country and the said John Doe doth the like

By M. C. Laurence
his atty

Union Com. Pleas

Ebenezer Arnold
vs } Fi Fa
Joseph Plummer

Costs	8,66
Increase	120
This writ	35
	$10,21

Made Sept. 18th 1837
Ten dollars –
also Made Sept 25. one Dollar
seventy three cents in
full of the within & costs

Sheff fees	Writ	35
	Mileage	65
	Pound	23
		$1.23

A Vanmeter Sheff C.C.

1021	1021
123	173
1144	20
	193

Rec'd this writ 25th August 1837

State of Ohio
Union County ss

To the Sheriff of Champaign County Greeting
We command you that you cause to be levied
of the goods and chattels in your Bailiwick
of Joseph Plummer the sum of Eight Dollars
and Sixty Six Cents which by the Judg
ment of our Court of Common Pleas within
and for Said County of Union at the March Term there
of AD 1837 Ebenezer Arnold recovered against the Said
Joseph Plummer with Interest thereon from March 29 1837
until paid and the accruing costs, and one dollar and
twenty cents costs of increase 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 Joseph Plummer
and have that money before our Said Court of Common
Pleas on the first day of next to render unto the Said
Arnold and have then there this writ.
Witness the Honorable J. R. Swan President of said Court this 19th day
of August AD 1837

James H. Gill Clerk protem

Union Com Pleas

Ebenezer Arnold

v Writ fa

Joseph Plummer

Costs	8,66
This writ	,35
	$9,01

Filed July 14th 1837

Certificate of Judgment for costs in favor of Defendant and against Plaintiff

Sept 14th 1837

	3,5
	12,0
	38
Milage	13
Fees	35

Title changed 19th 1837

J. H. Ewing Clerk pro tem

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 chattels in your bailiwick ~~the sum of~~ Joseph Plummer the sum of Eight Dollars and sixty six cents which by the Judgment of our Court of Common Pleas of Union County at the March term thereof A.D. 1837 Ebenezer Arnold recovered against the said Joseph Plummer with interest thereon from March 29th 1837 until paid 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 Joseph Plummer. and have that money before our said Court of Common Pleas on the first day of next term to render unto said Arnold and have you then there this writ

Witness J. R. Swan President of said Court this 17th July 1837

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1836-CV-0025

No. 36-CU-25

Union Common Pleas Court.

John Smith
Plaintiff,

AGAINST

Hiram Parker
Defendant.

MAR TERM, 1837

Discontinued

Journal 1 Page 312

Record No. No Record Page

Ex. Doc. 1 Page 78

Clerk of the Court of Comm Pleas Union County Ohio Dec 2nd 1836 W B Lawrence atty for Pltff

The above named John Smith makes oath and says that ~~the above~~ he has good right to the possession of the above articles described in the praecipe and that the same are are wrongfully detained by the said Hiram Parker and that the said Goods and Chattels were not taken on any Judgement in execution against the said John Smith nor for the payment of any tax fine or amercement assessed against him

John Smith

Sworn to and subscribed before me this 2nd day of Dec 1836

A B Johnson J. P.

fee .25

John Smith
vs
Hiram Parker

praecipe

Filed Decr 2nd 1836
W W Stub apt
Clk

John Smith
vs
Hiram Parker

In Replevin Damages $300.00

Came a writ of replevin for the following goods and Chattels to wit one Feather Bed. 15. $. one underticke 8 dollars one red and white Coverlid value 3. dollars one do. Blue & Red value 3 dollars ~~[illegible]~~ 4 3 quilts one flannel quilt value 4 dollars one Cotton or Callico, value 5. dollars one Box waive Callico value 5. dollars one Table value 4 dollars one set Knives & forks value 2 dollars 5. Red flowered plates value 1 dollar 3. smaller plates green and Blue value 50 cents one glass Salter value 25 cents tin pepper Box value 20 cents one Coffee Mill 1 dollar one Coffee pot value 50 cents one teapot White and blue value 1 dollar 5 White teacups & Saucers value 25 cents 3. do with pale vine round value 50. cents one Small Kettle value 2 dollars 1 Small pot value 1 dollars one Skillet value 1 dollar one do Smaller value 50 cents one tea kettle value 1 dollar one Blue Bucket value 1 dollar 1 tin Bucket and lid value 50 cents one tin Bucket larger value 1 dollar 1 flour Barrel and one hundred weight of flour value 4 dollars one Small Pickle tub value 2 dollars one Barrel and 50 pounds Buckwheat flour value 1 dollar 1 vine colored dress value 7 dollars 1 white Cambric dress value 10. dollars one light colored callico dress value 5 dollars one red figured do value 5. dollars one Black Bombazett dress value 8 dollars 1 leg horn Bonnet value 7 dollars one pair shoes value 2 dollars 2½ lbs rolls of wool value 1.50 one red silk hndkf value 1 dollar one dress hndkf value 1 dollar. one Red wooden shovel value 2 dollars one Small Box paper covered containing divers article of cloth. hndkfs Stockings gloves &c, value 5. dollars one Brown mare aged about 5 years val 50. dollars one Bridle 1 dollar one Saddle 10 dollars

Mr. John Smith pr Lady
Bot of Miller & McLain

15 yds Muslin	16⅔	value	2.50
5 3/8 lb Coffee	18¾	"	1.00
1 " Tea		"	.75
9 yds calico	25	"	2.25
1½ " "	12½	"	.18¾
1½ " "	18¾	"	.28
1 lb Shot		"	.12½
2 " Tobacco	18¾	"	.37½
2 yds flannel for Parker	50	"	1.00
1 Black veil		"	.75
1 Dufs Handkerchief		"	.37½
1 pair side combs		"	.25
1 Bottle Godfreys Cordial		"	.12½
1 Hair comb		"	.31¼
3½ lb No 8 Yarn	40	"	1.40
2 oz Indigo	16⅔	"	.33⅓
1½ yds changable silk	88	"	1.32
1 pair Gloves		"	.50
3½ yds Sattinett	125	"	4.37½
1 " Bleached Shirting		"	28
1 Silk Handkerchief		"	1.00
1 Doz needles		"	.06
1¾ yds calico	50	"	.88
4 " Circassian	1.12½	"	4.50
7 " Cole Cambric	.16	"	1.12
2 Skeins Silk	6¼	"	.12½
5 yds calico	20	"	1.00
1/3 " Velvet	75	"	.25
1/4 " Gracianett	56	"	.14
1/4 " Bobbinett	50	"	.12½
1½ " Lace	10	"	.15
4 Sheets Wadding	12½	"	.50
1 Doz Buttons		"	.06¼
5 1/8 yds Pink Florence	50	"	.31
1 Skein Silk		"	.06¼
1 pc piping		"	12½
1 1/2 yds flannel	75	"	.68¾
[illegible] 1836.			29.59

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 Smith the Goods and Chattles following Towit 1 feather Bed 15 # 1 underpick 3.00 one red and white Coverlid valued 3.00 1 Do Blue & Red 3.00 3 Quilts 1 Flannel Quilt 4.00 1 Cotton or Calica 5.00 one Bookwaese Calico 5.00 1 Table 4.00 1 Sett Knives & forks 2.00 3 Red flowered Plates 1.00 3 Small plates Green & Blue .50 1 Glass Tumbler .25 ten Pipes ~~Bancr .20~~ 1 Coffee Mill 1.00 1 Coffee pot .50 1 tea Pot white and Blue 1.00 5 White tea cups & Saucers .25 3 Do with flat rim round .50 1 Small Kettle 2.00 1 Small pot 1.00 1 Skillet 1.00 one Do smaller 50 1 tea Kettle 1.00 1 Blue Bucket 1.00 1 tin Bucket & Lid .50 1 tin bucket Dauger 1.00. 1 flour Barrel & one hundred weight of flour 4.00 1 Small Pickle Tub 2.00 1 Barrel & 50 pounds Buckwheat flour 1.00 1 wine Colored Dress 7.00. 1 White Cambric Dress 10.00 1 Col Light Calico Dress 3.00 1 Red figd Do .50 1 Black Bombazett Dress 8.00 1 Leghorn Bonnet 7.00 1 pr Shoes 2.00 2½ lb Rolls of Wool 150 1 Red Silk HKdff 1.00 1 Dress HKdff 1.00 1 red woollen Shawl 2.00 1 Small Box Paper Covered Containing Divers Articles of Caps. HKdffs Stockings Gloves &c &c Value 5.00 1 Brown mare aged about 5 years 50.00 1 Bridle 1.00 1 Saddle 1.00 1 Clock value 5.00 15 yds Muslin 2.50. 5⅓ lb Coffee 1.00. 1 lb Tea .15 9 yds Calico @ 2.25 1½ 18¾ 1½ Do .28 1 lb Shot 12½ 2 lb Tobacco 37½ 2 yds Flannel 100 1 Black veil .75 1 Dress HKdff 37½ 1 pr Side Combs 25 1 Bttle Godfreys Cordial 12½ 1 Hair Comb 31¼ 3½ lb No 8 Yarn 140 2 oz Indigo 33 1½ yd Changeable Silk 132 1½ Gloves .50 3½ yds Satinett 437½ 1 yd Bleached Shirting 28 1 Silk HKdff 1.00 1 Doz Needles .06 1¾ yd Calico 88 4 yd Crecapin 450. 7 Col Cambric 112 2 Skeins Silk 12½ yd Calico 1.00 ⅓ Velvet .25 ¼ Grecianett 14 ¼ Bolinett 12½ ½ Lace 15 4 Sheets Wadding .50 1 Doz Buttons 6¼ 5⅛ yd Pink Florence 31½ 1 Skein Silk .6¼ 1 pr Suspenders 12½ 1½ yd Flannel 68¾ Which Hiram Parker wrongfully Detains from the said John Smith as is said and also that you Summons the said Hiram Parker to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union to Answer to answer unto the said John Smith for the unlawful Detention of the Goods and Chattles aforesaid Damages $3.00 & in this writ

Witness I R Swan Esqr Presidt Judge of our said Court this 2nd Day of Decr AD 1836

Silas G Strong Clk

(u) (m) (u)

I John Smith Plaintiff in the above Case do hereby prefant to Sheriff Ransom Clark Sheriff to return the above Writ without further process

Dec 3d 1836

John Smith

Union Com Pleas

John Smith

Writ Replevin

Hiram Parker

Damage $3.00

Received the within on the 2nd day of Dec 1836 and provided the same day to execute the same by searching and by delivering to said Parker a copy of the premises of Hiram Parker for said Writ the Goods and Chattles discribed in said writ and found the Mare Saddle and Bridle thus described in the possession of said Parker and on next to wit on the 3d day of Dec I called Hemantoly and Aaron Shirk two disinterested men to Appraise said property so Replevied — the Plaintiff came and Ordered the this Writ returned without further process

William Clark
Sheriff Un Co

Service — 35
Milage — 80
Copy — 40
Callen Fees — 100
2,65

Dec 3d 1836

Rec'd July 18th from Dr Smith to search for property and found none

R Clark Sheriff

Hiram Parker

v } fi fa

John Smith

Costs $4,13

This write 35

4,48

Serv — 35

Mil — 55

90

Filed Oct 8th 1837

J. M. Giles Clerk

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 chattels in your bailiwick of John Smith the sum of four Dollars and thirteen cents which by the Judgment of our Court of Common Pleas of said County of Union at the March Term thereof 1837 Hiram Parker recovered against the said John Smith as costs in a suit lost by said Smith against the said Parker with interest thereon from March 29th 1837 until paid and for want of goods &c that you cause the same to be levied of the lands and tenements in your bailiwick of the said John Smith and have that money before our said Court of Common Pleas on the first day of next term to render unto the claimants and have you then there this writ Witness I K Shan President of said Court this 18th day of July 1837

James H. Gill Clerk

Union Com. Pleas

Hiram Parker

vs

John Smith

Costs	$4.13
Increase	1.25
Writ	35
	$5.13

No property found whereon to levy

R Clark Sheriff

Serve	35
Milage	55
	90

Filed April 18th 1838

James V. Giddings

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 John Smith the sum of $4,13 which by the Judgment of our Court of Common Pleas within and for said County of Union at the March Term thereof 1837 Hiram Parker recovered against the said Smith as costs in a suit brot by the said Smith against the said Parker with interest thereon from March 29th 1837 until paid, and for want of goods &c that you cause the same to be levied of the lands & tenements in your bailiwick of the said Smith and have that money before our said Court of Common Pleas on the first day of next Term to render unto the claimants and have then there this writ

Witness James C. Gill Clerk of the Court of Common Pleas within and for said County this 14th day of Nov. 1837

James C. Gill

Civil/Domestic Case File

Case No. 1836-CV-0026

No. 36-CV-26

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

Pearson Clark et al
Defendant.

JUN TERM. 1837

JUDGMENT VS DEFENDANT
$527 00

Journal	B 1	Page	39 320
Record No.	3	Page	53
Ex. Doc.	1	Page	85

Served on the within by leaving copies at their respective dwellings March 22 1837 –

James W Steele Coroner

Service of writ	,35
Three additional Depts, 15 each	,45
Milage ,5	5
	5

Service	80 ~~,85~~
4 copies	66⅔
Milage	5
	$1,51⅔

Union Com. Pleas

Urbana Banking Co
vs
Summons
Parson Clark et al

Filed March 22nd 1837
Dy Stanley Clk

Cost file more

"The just demand of Israel & the injustice of gamesters from Aug. 1836
RR Monsure atty
Sept 5th 1836"

State of Ohio Union County ss

To the Coroner of Said County Greeting
We Command you that to Summons
Ranson Clark Alexander Pollock
Silas G Strong & Levi Phelps to
be and appear before our Court of
Common Pleas of the County afore
said at the Court House on the first Day of their
next Term to answer unto the President Directors
& Company of the Urbana Banking Company in
a plea of the case Damages $700 and have you
then there this writ Witness J K Swan President
of our Court of Common Pleas aforesaid this 20th
Day of Decr AD 1836

Attest — — — Silas G Strong Clk

Com. Pleas.

Urbana Bank

vs.

Ransom Clark et al

Praecipe

Filed Decr 20. 1836

S G Strong Clk

Issued upon

The Prest. & Directors
of the Urbana Bank Co.

vs.

Ransom Clark. A. Pollock
Silas G. Strong & Leo. Phelps

Case Dam.
$700.

Issue a Sum.s returnable
to next term: Endorse "This suit is on a note of defts.
for $500 at 90 days from 1 Apl. 1836. dte 6 Jly 1836

R R. McNemar atty

Dec. 21. 1836

To the Clk of Com. Pleas
of Union Co.

to do to the damage of the said Defendants & Executors of the
Urbana Banking Company in the sum of Seven thousand
Dollars & therefore they bring suit &c

Chas. R. Beaumont Atty
for the Plaintiffs

Urban Brannon Pltfs
vs
Urbana Banking Co
vs Deft in Case
Nansam Clark & others

Filed March 31. 1857
S G Strong Clk

Chas R Beaumont Atty

The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred & thirty seven

Union County } ss

Hansom Clark & Pollock Silas G Strong & Levi Phelps were summoned to answer unto the President & Directors of the Urbana Banking Company in a Plea of Trespass on the Case &c And thereupon the said President & Directors of the Urbana Banking Company by Elias & Carmen their Attorney complain that whereas the said Hansom Clark & Pollock Silas G Strong & Levi Phelps on the ninth day of April in the year of our Lord Eighteen hundred & thirty six at Urbana Limit at the County of Union aforesaid made their certain Note in writing commonly called a promissory note thereunto Proper hand writing being thereto signed bearing date the same day & year aforesaid & thereby ninety days after the date thereof promised to pay to the said President & Directors of the Urbana Banking Company or order at their Banking House five hundred Dollars for Value Received by them the said Hansom Clark & Pollock Silas G Strong & Levi Phelps & then & there delivered the said note to the said President & Directors of the Urbana Banking Company whereby & by reason whereof & by force of the Statute in such case made & provided the said Hansom Clark & Pollock Silas G Strong & Levi Phelps became liable to pay to the said President & Directors of the Urbana Banking Company the said sum of Money mentioned in the said note according to the Tenor & effect of the said note & being so liable they the said Hansom Clark & Pollock Silas G Strong & Levi Phelps in Consideration thereof afterwards Limit on the same day & year aforesaid at the County aforesaid undertook & faithfully promised the said President & Directors of the Urbana Banking Company to pay them the said sum of Money mentioned in the said note according to the Tenor & effect of the said note when they should be thereto afterwards requested nevertheless the said Hansom Clark & Pollock Silas G Strong & Levi Phelps altho often requested the said sum of five hundred Dollars mentioned in said note have not yet paid to the said President & Directors of the Urbana Banking Company or any part thereof but the same to pay or any part thereof to them the said President & Directors of the Urbana Banking Company they the said Hansom Clark & Pollock Silas G Strong & Levi Phelps have hitherto wholly refused & still do refuse

Civil/Domestic Case File

Case No. 1836-CV-0027

No. 36-CN-27

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

Silas G Strong et al
Defendant.

JUN TERM. 1837

JUDGMENT VS DEFENDANT
$1582 20

Journal 1 Page 322

Record No. 3 Page 49

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Urbana Bank

vs

S. G. Strong et al

Precipe

Filed Decr 20th 1836

S G Strong Clk

$ 15,82,50

Cost bill made

J H Gilchrist

The Prest & Directors
of the Urbana Banking Co.
vs –
Silas G. Strong, Cyprian
Lee, & Stephen McLain

Case
Dam.
$2000

Issue a summ.
returnable to next term: Endorse. This
suit is brot. on note of defts. to pfs. for $15.00
at 60 days. from May 5. 1836 – due 4 July
1836 –

R. R. McNeman
atty

Dec. 20. 1836

This Suit is Brot on note of Defts to Plffs for $13.00
at 60 Days from May 5 1836 Due July
R R McNemar Atty
Decr 20, 1836

Union Com Pleas

Urbana Banking Co
vs } Summons
Elias G Strong et al

Served by reading
in the presence and
hearing of each of
the Defendants
and by delivering
to each a certified
Copy R Clark
Sheriff Un Co

Dec 24th 1836

Serv —— 65
Copy —— 37½
Mil —— 5
107½

State of Ohio Union County ss

To the Sheriff of Said County Greeting
We Command you to Summons
Silas G. Strong Cyprian Lee & Stephen
McLain to be and appear before
the Court Common Pleas Union County
at the Court House in Marysville
On the first Day of their Next Term to Answer
unto the President & Directors of the Urbana Banking
Company in a Plea of the Case Damages $2000.
And have you then there this Writ Witness S
R Swan President of our Court aforesaid this
20th Day Decr AD 1836

Attest Silas G. Strong Clk

Union Commercial Bank

vs } Deed in Case

Selah Strong & others

Filed March 31 1837
O G Strong Clk

Clk to have in Atty

The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred & thirty nine

Union County ss

Silas G Strang Cyprian Lee & Stephen McLean late of the County of Union were summoned to answer unto the President & Directors of the Urbana Banking Company in a Plea of Trespass on the Case and thereupon the said President & Directors of the Urbana Banking Company by Moses B Newman their Attorney. Complain that whereas the said Silas G Strang Cyprian Lee & Stephen McLean on the fifth day of May in the year of our Lord Eighteen hundred & thirty one at Urbana aforesaid at the County of Union aforesaid made their certain note in writing commonly called a promissory note their own proper hand writing being thereto signed bearing date the same day & year aforesaid & thereby sixty days after the date thereof promised to pay the President & Directors of the Urbana Banking Company or order at their Banking house fifteen hundred Dollars without deduction for value Received by them the said Silas G Strang Cyprian Lee & Stephen McLean & then & there delivered the said note to the said President & Directors of the Urbana Banking Company whereby & by reason whereof & by force of the Statute in such case made & provided the said Silas G Strang Cyprian Lee & Stephen McLean became liable to pay to the said President & Directors of the Urbana Banking Company the said sum of Money mentioned in the said note according to the tenor & effect of the said note & being so liable they the said Silas G Strang Cyprian Lee & Stephen McLean in consideration thereof afterwards to wit on the same day & year aforesaid at the County aforesaid undertook & faithfully promised the said President & Directors of the Urbana Banking Company to pay them the said sum of Money mentioned in the said note according to the tenor & effect of the said note when they should be thereto afterwards requested. Nevertheless the said Silas G Strang Cyprian Lee & Stephen McLean altho often requested the said sum of fifteen hundred Dollars to them the said President & Directors of the Urbana Banking Company have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said President & Directors of the Urbana Banking Company they the said Silas G Strang Cyprian Lee & Stephen McLean have hitherto wholly refused & still do refuse to the Damage of the said President & Directors of the Urbana Banking Company in the sum of Two thousand Dollars & therefore they bring suit &c

Moses B Newman Atty for Plff

Union Common Pleas

Urbana Bank

vs

Silas G. Strong et al

Judgt	$1582.50
Costs	9.25
Writ	.35
	$1592.13

Filed April 19th 1838

James H. Gee Clk

And April 1st 1839 came Defendants to
search for goods and chattels and found none
April 4th 1839 filed affn. that following in lieu in
the Bank of Mary to wit No 58 & 59 and the
Tax the half of 57 and not [illegible] the rent
of time

R Clark Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of June A. D. 1837 the President & Directors of the Urbana Banking Co.

recovered against Silas G. Strong Cyprian Lee & Stephen McLain

as well the sum of Fifteen hundred Eighty-two dollars and Fifty cents, for their damages, as the sum of $ ~~[illegible]~~ 92 8 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong Stephen McLain & Cyprian Lee

you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1837, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President & Directors of the Urbana Banking Co

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this Second day of April A. D. 1838

Attest: James H. Gill *Clerk.*

Union Common Pleas

Urbana Bank

vs

Silas G. Strong et al

Judgt	$1582.50
Costs	9.28
Increase	7.85
mnt	35
	$1599.98
Serv	35
Court Adv	225
Atty Adv	200
Mil	5
	465

Filed oct 26. 1838

J. H. Gill Clk

465
35
500

And August 2nd 1838

Shuttfield ~~[illegible]~~ Sheriff to sell on the 26th day of October 1838 offered property at the appraisal to satisfy amount and costs and costs

E Clark Sheriff

No 18

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of day A. D. 1837 The President and Directors of the Urbana Banking Company recovered against Silas G. Strong Cyprian Lee & Stephen McLain as well the sum of Sixteen hundred Eighty two dollars and Fifty cents, for their damages, as the sum of $ 9.28 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said Strong Lee & McLain which you lately according to our command took into your hand and which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1837, until paid. Also, the sum of $7.85 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President & Directors of the Urbana Banking Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 30th day of July A. D. 1838

Attest: James H. Gill Clerk.

Rec'd May 11th 1888

June 8th 1888

there being no appraisement of said Lots proceeded to appraise the same by the oath of S B Jackson Calvin Wright and Alexander Pollock Lot No 58 at 1350 Dollars Lot No 59 at 300 Dollars and the south half of Lot No 57 at 1066 Dollars

Advertised to sale on the 14th July 1888

July 14th 1888 offered the Property for sale equable to advertisement and found no Bidders

R Clark Sheriff

Marion County, Plaintiff

Indiana Bank

vs

Silas G. Morris etc

Judgt	$1082.50
Costs	9.85
Interest	.35
Accr'd	.35
	$1092.45
Fees	
Call & inquest	1.00
Aff fees	1.50
6 Aff. Dep.	2.40
Brief & Dep.	2.00
	7.15

Sheriff's Deed July 14. 1888

Filed 16 Oct 1888

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of June A. D. 1837 The President & Directors of the Urbana Banking company

recovered against Silas G. Strong Cyprian Lee & Stephen M Lain

as well the sum of Fifteen hundred eighty two dollars and Fifty cents, for their damages, as the sum of $ 9.28 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, ~~that of the goods and chattels, and for want thereof~~, of the lands and tenements of the said Defts which you lately according to our command took into your hands and which remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the First day of June A. D. 1837, until paid. Also, the sum of $ .35 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President & Directors of the Urbana Banking company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 11th day of May A. D. 1838

Attest: James H. Gill Clerk.

Union Common Pleas

Urbana Bank

vs

Silas G. Story et al

Damages	$1582.50
costs	9.28
increase	12.85
	$1604.63
mit	.35
	$1604.98

Serv	75
1st Alt Adv	225
1 Nad Adv	200
Mit	10
2nd Alt Adv	225
2nd Not Adv	200
	9.35

Filed Apl 26. 1839

Jas H. Gill Clk

Filed Apl 19th 1838 Summons issued & property to be sold on the 4th day of March 1838 & returned to April term to Sheriff Levied upon property for all sale and found no bidders

T Clark Sheriff

Levied P. & Alias Venditioni exponas in the hands of Sheriff to offer property for sale on 25th day of March 1839 and found no bidders

T Clark Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of June A. D. 1837 The President & Directors of the Urbana Banking company

recovered against Silas G. Strong Cyprian Lee & Stephen McLain

as well the sum of Fifteen hundred and Eighty two dollars and fifty cents, for their damages, as the sum of $ 9.25 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof~~ of the lands and tenements of the said S. G. Strong heretofore levied on and not sold

you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1837, until paid. Also, the sum of $ 12.85 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President & Directors of the Urbana Banking company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 19th day of Dec A. D. 1838

Attest: Jas. H. Gill Clerk.

Civil/Domestic Case File

Case No. 1836-CV-0028

No. 36-CV-28

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

Ambrose Meekerebel
Defendant.

JUN TERM, 1837

JUDGMENT VS DEFENDANT
$950 00

Journal 1 Page 323 327

Record No. 3 Page 47

Ex. Doc. 1 Page 88

Union Common Pleas

Urbana Banking Co
vs
Dedrick et al

Urbana Bank Checker & others

Filed March 31 1837
Als Strong Clk

Same $958,50

Cost bill made

C M B Cannon Atty

Albert Mason have hitherto ceased to appear & this do appear to the Court of the said Provisional Directors of the Urbana Banking Company in the Town of Brothertown Dallas & therefore they bring suit &c

Chase & Cannon Atty
for the Plaintiffs

The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred & thirty seven

Union County } ss

Ambrose Clucker Luther M. Davis Silas G. Strang & Ellain Wason were summoned to answer unto the President & Directors of the Urbana Banking Company in a Plea of Trespass on the Case &c And thereupon the said President & Directors of the Urbana Banking Company by Allen & Lawrence their Attorney Complain that whereas the said Ambrose Clucker Luther M. Davis Silas G. Strang & Ellain Wason on the fourth day of February in the year of our Lord Eighteen hundred & thirty six at Urbana Limit of the County of Union aforesaid made their Certain note in writing commonly called a Promissory note their own proper hand writing being thereto signed bearing date the same day & year aforesaid & thereby ninety days after the date thereof promised to pay to the said President & Directors of the Urbana Banking Company or order at their Banking house Nine-hundred Dollars without defalcation for Value Received by them the said Ambrose Clucker Luther M. Davis Silas G. Strang & Ellain Wason & then & there delivered the said note to the said President & Directors of the Urbana Banking Company whereby & by reason whereof & by force of the Statute in such case made & provided the said Ambrose Clucker Luther M. Davis Silas G. Strang & Ellain Wason became liable to pay the said President & Directors of the Urbana Banking Company the said sum of Money mentioned in the said note according to the tenor & effect of the said note and being so liable they the said Ambrose Clucker Luther M. Davis Silas G. Strang & Ellain Wason in Consideration thereof afterwards Limit on the same day & year aforesaid at the County aforesaid undertook & faithfully promised the said President & Directors of the Urbana Banking Company to pay them the said sum of Money mentioned in the said note according to the tenor & effect of the said note when they should be thereto afterwards requested Nevertheless the said Ambrose Clucker Luther M. Davis Silas G. Strang & Ellain Wason the said sum of Nine-hundred Dollars to them the said President & Directors of the Urbana Banking Company have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said President & ~~Directors of~~ Director of the Urbana Banking Company they the said Ambrose Clucker Luther M. Davis Silas G. Strang and

Urbana Bank
vs
A. Meeker et al.

Praecipe
Filed Oct 20 1856
J G Strong Clk

Issued for

Sharp & Harrison
Fees $2.25
Silas Gibbons

The Prest. & Directors
of the Urbana Banking Co.
v.
Ambrose Checker, Luther M.
Davis, Silas G. Strong & Marius Mason

Com. Pleas
Union County.

case Sum. $1000.

Issue a summons returnable to next Term. Endorse "Suit brot. on note of defts. for $900 at ninety days. from February 4. 1836. due 4/7 May 1836"

R. R. McNemar atty.

Sept. 20. 1836

To Sh. of Union Co.
Ohio

Prest & Directors of the
Urbana Banking Co
v } Case 1200
Ambrose Meeker & others

Precipe

J. Whitt Jones

The President & Directors
of the Urbana Bank Co
v
Ambrose Meeker
Luther M Davis
Silas G. Strong
Marius Mason.

Case. Dam 1200 Dols

Issue a Summons returnable
forthwith: the suit on a note
of the Defts for 900 Dols due at
90 days from 4 Feb 1836

John St James atty
27 June 1836

To the Clerk of Com Pleas
Union Co. Ohio

This writ Rec'd Dec 20th 1836 and served by Reading to the within named A Meker & Co Strong & Wafer and delivering to each a Copy L. M. Davis not found

Mil — 05 Dec 24th 1836 R Clossa Sheriff

serv — 80

4 Copys 50

$1,35

Union Com Pleas

Urbana Banking Co

vs

Luther M Davis et al

Dec 17

Filed Dec 17th 1836

R. R. McKinney atty

Dec 17th 1836

State of Ohio Union County ss

To the Sheriff of Said County Greeting
We Command you to Summons
Ambrose Meaker Luther M Davis
Silas G Strong & Mains Wason
to be and appear before our court
of Pleas at the Court House on the first
Day of their next Term to answer unto the
President & Directors of the Urbana Banking Co
in a plea of the Case Damages $1000. and have
you then there this Writ Witness I R Swan
President of our Court aforesaid this 20th Day
of Decr AD 1836

Attest Silas G Strong Clk

Rec'd Dec 20th 1837
Advertised land for sale on the 20th day
of April 1838 April 20th Sheriff sold the
land for sale appraised to Advertisement
and not sold for the amount of Bidders
R Clark Sheriff

Union Common Pleas

Urbana Bank

v

Vendi

Ambrose Muker etals

Judgment	$967.77½
accruing costs	9.71½
This writ	35
	$977.84

Credit

September 29th 1837	$14.50
Serve	.35
Print	1.75
mail Adv	2.25
Mil	[illegible]
	4.40

Filed April 21. 1838
James H. Gill Clk.

	4.40
	8.36
	13.76

Decr. 37.

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

We command you that those lands and tenements of Ambrose Meeker which you lately according to our command took into your possession and which remain unsold you expose to sale to satisfy the President and Directors of the Urbana Banking Company the sum of $967,77½ which by the Judgment of our Court of Common Pleas in and for said County of Union at the June term thereof AD 1837 The President and Directors ~~and company~~ of the Urbana Banking company recovered against the said Ambrose Meeker together with Luther M. Davis Silas G. Strong and Marius Wason with interest thereon from June 1st 1837 until paid and have the money arising from such sale before our said ~~Supreme~~ Court of Common Pleas on the first day of their next term to render unto the said President and Directors of the Urbana Banking Co and have you then there this writ

Witness James R. Lee Clerk of the Court of Common Pleas within and for said County of Union this 23th day of December AD 1837

James R. Lee

held August 8th 1837 Same day proceeded to levy
upon one field of Corn in minor goods found
proceeded same day to levy upon the lot of land
containing 115 acres part of Survey No 40 & 69 and Appraised the same by
the oaths of Stephen M Hane Levi Phelps and
Cyprian Lee at $16 dollars pr acre

Advertised to sell land on the 3d day of Oct

Advertised Corn for sale Sept 29th

Corn offered for sale agreable to notice and
struck off to David Churchill the
highest bider for $14,50

Oct 3d offered land for sale agreable
to Advertisement and found
no bidders R Clark Sheriff

Union Com. Plas

Indiana Bank
vs
Ephr Mockbee

Assp

Costs —
Fees

$1,358,50
1,27½c
35
$1,681,24c

Filed Oct 3
A.D. 1837
Jno. Q. Lee
Clk

Aug 37

Tenr — 35
Sargent — 100
Spurgeon — 1,50
Contingt Fee 2,00
Wm Stanton
Will Land 2,25
Do Dowell land 1,875
Do
Ground rent — 2,00
Clk — 1,50
8,36,50

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that of the goods and chattels in your Bailiwick of Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Tarson you cause to be levied the sum of $967.77½ which by the Judgment of our Court of Common Pleas within and for said County of Union at the June Term thereof 1837 The President and Directors of the Urbana Banking Company recovered against the said Defendants with interest thereon from June 1st 1837 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 Defendants and have that money before our said Court of Common Pleas on the first day of their next Term to render unto the said Urbana Banking Co and have then there this writ

Witness J. R. Swan President of said Court this 31st day of Aug 1837

James H. Gill Clerk protem

Union Common Pleas

Urbana Bank

vs

Ambrose Mucker et al's

Judgt	$958.50
Costs	9.27½
Increase	19.46
Int	.35
	$987.58½
Serve	35
Mil	10
Call Sequest	100
Atty fees	1,50
6 mont Adv	2 25
Int Adv	2 01
	$7,20

Filed Oct 25. 1838

Jas H Gill Clk

July 38

And August 2nd 1838

Came to convene to convene of Court
August 3rd 1838 and Appraised by the Court
to be manifest and land Appraised by the Court
Plaintiff Surrie Sheriff Shunic & Capt Martin
at 2 Dollars per acre — Advertised land to
sell on the 20th day of Oct 1838 offered
land to sale appraised to Advertisement
and found no bidders

Clerk Sheriff

No 16

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of June A. D. 1837 The President & Directors of the Urbana Banking Company recovered against Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Mason as well the sum of nine hundred and fifty eight dollars and fifty cents, for their damages, as the sum of $ 9.27½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof, of~~ those lands and tenements of the said A. Meeker, Davis, Strong & Mason which you lately accordingly to our command took into your hands and which remain yet unsold you cause to be appraised anew and that of the same you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1837, until paid. Also, the sum of $ 19.46 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President & Directors of the Urbana Banking Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 30 day of July A. D. 1838

Attest: James H. Gill Clerk.

19.46
.35
7.20
27.01

Union Com. Pleas

Urbana Bank
v
Ambrose Mikesell

Judgt	$958.58
costs	9.27½
Increase	14.46
writ	35¢
	$982.58¼

Credit.

Sept 22 1837	14.50
	$968.08½

Serv	35
Mil	6
6 wks Ad	225
8 wks Adv	200
	$4,65

Filed July 13 1838
W Gill Clk

14.46
35
465
19.46

May 38.

Filed May 11th 1838 Dismissed the suit to take on the 15th day of July 1838 July 13th offered the lands for sale appraised to Montgomery and found no bidders
R Clark Atty

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of June A. D. 1837 The President & Directors of the Urbana Banking Co.

recovered against Ambrose Meeker Luther M. Davis Silas G. Strong and Marcus Mason

as well the sum of nine hundred and fifty eight dollars and fifty cents, for their damages, as the sum of $ 9.274 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said A. Meeker. L. M. Davis. S. G. Strong & M. Mason

you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1837, until paid. Also, the sum of $14.46 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President & Directors of the Urbana Banking Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 11th day of May A. D. 1836

Attest: James H Gill Clerk.

Union Common Pleas

Urbana Bank

vs

Ambrose Makeretal

Damages	$958.50
costs	9.27½
increase	27.01
	$994.78½
mit	35
	$995.13½
Sevin	95
1st Mot Adm	2.25
1st Mot Adm	2.50
2nd Mot Adm	2.25
2nd Mot Adm	2.75
Mit	10
	10.80

Filed Apl 26. 1839

Jas H Gill Clk

Docket 38

Rec'd Dec 19th 1839 Admitted property sold on the 4th Day of March 1839 for four hundred and fourteen dollars and fifty cents to Thirty cents

Rec'd Oct 11th 1839 Amount in execution to the satisfaction for sale under the mind of the Plaintiff Twenty Three dollars and Thirty cents

4 March 1839 Sold Property for sale upon the Defendant and found no bidders

J Clark Sheriff

J Clark Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the first day of June A. D. 1837 The President & Directors of the Urbana Banking company

recovered against Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Mason

as well the sum of nine hundred and fifty eight dollars and fifty cents, for their damages, as the sum of $ 9.27½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof~~, of the lands and tenements of the said A. Meeker heretofore levied on but not sold having the same reappraised you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1837, until paid. Also, the sum of $ 27.01 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The Presidant & Directors of the Urbana Banking company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 19th day of Dec A. D. 1838

Attest: Jas H. Gill Clerk.