Civil/Domestic Case File

Case No. 1837-CV-0001

No. 37-CW-1

Union Common Pleas Court.

John McLaughlin
Plaintiff,

AGAINST

Moses Fullington
Defendant.

JUN TERM. 1837

JUD'G VS PLAINT'F

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Record No. No Record Page

Ex. Doc. Page

John McLaughlin

v

Moses Hullington

Precipe & affidavit

Filed May 9th 1836

Silas G Strong

C.P.

John McLaughlin
vs
Moses Fullington

In trespass
Damages $500.00.

Issue a capias ad respondendum returnable at next term Endorse suit Brot by plaintiff to recover damages on the 9th day of January 1839 in the County of Union Ohio in taking and removing by force and arms from plaintiff Seventy nine Bank bills of the value and denomination each of five dollars Issued by the ~~[illegible]~~ Bank of Michigan and payable on demand also for taking in like manner and at the same time and place three hundred and ninety five dollars in Bank bills of the personal property of plaintiff

W C Lawrence atty for plff

Clerk Court Com Pleas Union County Ohio

The State of Ohio
Union County

The above named John McLaughlin makes oath and says that he is damaged by the act of defendant in the above precipe described more than the sum of one hundred dollars John his + McLaughlin mark

Sworn to and Subscribed this 9th day of January 1839. before me

W B Johnson J. P.

fee, 25

John McLaughlin

v

Moses Fullington

Capias ad Resp. Dem

Damages $500

Served on Defendant

Bond taken to Appear

M Dee & W Fulington Sur

R Clark Sheriff

Jan. 24th 1837

Serv	35
Mil	50
Bond	50
Copy of Bond	~~$1,25~~ 15
	$1,50

Cost bill made

B. F. Wilsey

And Brought to recover damages on this 6th day of June 1837 in the County of Union Ohio, In Safety and recovery by force & arms from Plaintiff County Aforesaid Bank Bills of the value of five Denomination Each of five Dollars Issued by the Bank of Michigan One hundred Dollars on Demand — Also for Taking in Exchange Manner and at the same time & place Thirty Hundred and twenty five Dollars in Bank bills of the same Denomination & property of Plaintiff

G. G. & B. McGhee

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to take Moses Fullington if he may be found in your Bailiwick and him safely keep so that you have his body before the Honorable the 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 John McLaughlin in a plea of Trespass Damages $500.00 and have you then there this writ

Witness Joseph R Swan Esq President of said Court at the Court House this 9th Day of January AD 1836

Silas G. Strong Clerk

Ex. Fees

Moses Pettingrew
To Batt Bond
Sheriff —

Know all men by these presents that we Moses Fullington & Madison Dee are held and firmly bound unto Ranson Clark Sheriff of the County of Union in the Sum of One thousand Dollars to be paid to the Sheriff or his Executors Administrators or Assigns for which payment well and truely to be made we do hereby Jointly and Severally bind ourselves our heirs executors and Administrators Sealed with our Seas & dated this 26 day January AD 1837. the Condition of the Above Obligation is Such that if the above Bound Moses Fullington do Appear before the Court of Common pleas at the County of Union at the Court House in Said County on the first day of their next Term or on the Succeeding day to Answer unto John McLaughlin in a plea of Trespass Damages 500$ then this Obligation to be void otherwise in full force & virtue

Moses Fullington Seal
Madison Dee Seal

A true Copy of Original Bond
R Clark Sheriff

Civil/Domestic Case File

Case No. 1837-CV-0002

No. 37-cv-2

Union Common Pleas Court.

Silas Strong Plaintiff,

AGAINST

William Cheney Defendant.

MAR TERM 1837

DECREE FOR PLAINTF

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Ex. Doc. Page

within and for the County of Union and State of Ohio and make yourself defendant in my stead otherwise Judgement will then be entered against me by default and you will be turned out of possession

Your Loving Friend

Richard Roe

dated this 15th day of March 1837

State of Ohio Union County ss

This Day came Ranson Clark Sheriff of said county and after being Duely Sworn says that he Did on the 18th day of March A D 1837 Leave a true and accurate copy of the forgoing Declaration & Notice at the Dwelling house of Wm Cheney the Tenant in possession on the within mentioned premises –

R Clark Sheriff

John Doe Ex Dem
Silas G Strong
vs
Richard Roe
Wm Cheney Tenant

Filed March 18th 1837
Silas G Strong Clk

Received by leaving a copy of the Declaration with the Tenant in the Dwelling house of Wm Cheney

R Clark Sheriff Union Co

Serve ——— 25
Mile ——— 15
90

State of Ohio } Union County Court of Common
Union County ss } pleas October term 1836

John Doe complains of Richard Roe for that Silas G Strong on the first day of September in the year 1836 at the County of Union aforesaid had demised to the said John the following lands and Tenements to wit Being part of Virginia Military Entry No 6211 Beginning a hiccory Beech and Sugar tree in the south line of said Survey and in the line of survey No 5586 thence North 20° West 221 poles to a stake thence South 73° West 223 poles to two Beeches thence S 20° East 69 poles to two hiccories the South west corner of said Survey thence S 83° East 250 poles to the beginning containing 179 acres and also twelve messuages twelve cabins ten Barns ten stable ten orchards ten out houses ten yards ten gardens two hundred acres of arable land two hundred acres of meadow land two hundred acres of pasture land two hundred acres of wood land two hundred acres of land covered with water and two hundred acres of land other land with the appurtenances situate in said County of Union To have and to hold the same to the said John from the 1st day of September 1836 aforesaid for and during the term of ten years then next ensuing by virtue of which said demise 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 20th day of September in the year 1836 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 damages five dollars and therefore he sues

By W C Lawrence
his atty

Mr William Cheney Sir

I am informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as casual Ejector and having no title to the said premises do advise you to appear at the next term of the Court of Common Pleas

Civil/Domestic Case File

Case No. 1837-CV-0003

No. 37-CV-3

Union Common Pleas Court.

James Sutton
Plaintiff,

AGAINST

John D Pollock
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$25 00

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Record No. 3 Page 87

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James Sutton
vs
John D Pollock

Transcript $0.31¼

Recognizance $0.25
Filed March 20th
1837 Silas G Strong
Clk

State of Ohio

Union County SS

James Sutton
vs
John D Pollock

Dameges	$16.00
Justices fees	$01.15
Constable fees	$00.97
Witnesses	$03.50

December 8th 1836

action of Damages for tresspas on personal property in this Case a Summons ishued November 30th 1836 returnable on the 8th Day of December Inst at 11 O'clock A.M. Summons returned served on the 5th Day of December 1836 by a Copy left at the defendents place of Residence Sined James Thompson Jnr Constable

December 8th 1836 the parties attended and after hering the testimony on the Case I adjourned the Case Myself until the 13 Day of December 1836 and on the aforesaid 13th Day of December the parties attended and after due deliberation on the testimony Judgment is hereby Rendered against the Defendent for the Sum of Sixteen Dollars Damages and Costs of Suit taxed at five Dollars and Sixty two Cents

In the action of James Sutton against John D Pollock I Stephen Dysert acknowledge Myself Bail for the appellant in the Sum of fifty Dollars to be levied on My goods and Chatels Lands and tenement in Case the appellant shall be Condemned in the action and shall fail to pay the Condemnation Mony and Costs that have accrued or May accrue in the Court of Common pleas Sined Stephen Dysert

taken signed and acknowledged on this 22nd Day of December in the year 1836 before Me Wm Hickey Justice of the peace

I Certify the above to be a true Copy of My proceedings in the above Case
Given Under My hand and seal this 22nd Day of December A D 1836

Wm Hickey
Justice of the peace Seal

Union County Ohio

Jany Sullen
vs
Wm D. Pollock
& Nathl L. Jackson

Filed March 31 1837
M G Strong Clk

Cost Bill made

The State of Ohio }
Union County ss } Union County Court of Common Pleas
March Term 1837.

The cause was appealed from the decision of a justice of the peace in and for said County and thereupon James Sutton complains of John D. Pollock of a plea of Trespass &c. For that the said John D. Pollock on the first day of ~~November~~ A.D. 1836 at Union County aforesaid with force and arms then & there by kicks and with clubs battered and wounded a certain horse of the said plaintiffs of great value to wit of the value of twenty dollars of which said blows, wounds and wounds the said horse died - Count at the County aforesaid - Also for that the said J. D. Pollock with force and arms in the same first day of November AD 1836 at Union County aforesaid then & there beat wounded and killed a certain other horse of the said plaintiffs of great value to wit of the value of twenty dollars ~~and also the~~ damages of the plaintiff ninety dollars & the costs by him in this behalf expended &c.

By J. Sowers
Atty for Plff

Union Com. Pleas

James Sutton
vs
John D. Tollack

Precipe for writ

Filed May 22d 1837
James H. Bill
Clerk

James Sutton

List of Witnesses to be summoned in the case James Sutton vs John D. Pollock for June term 1837

Richison Bowen
Isaac Dodd
John W. Gutteage
Jane Halyerop

Union Com Pleas
James Sutton
v } Suppoena
John D. Pollock

Served by Reading to R Bonner
Jane Hady crops & M Gutredge
and by Copy on S Dead John
Bonner not found in the County
May 30th 1837 R Clark Sheriff

Serv ——— 50
Cop ——— 13
Mil ——— 25
88

Filed May 31. 1837
J. H. Gill Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Richison Bowen. John Bowen Isaac Dodd John W. Gutridge and Jane Holy[illegible] to be and appear in their own proper persons before the Judges of our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of their next term then and there to testify what they and each of them may know in a certain action in said Court pending wherein James Sutton is plaintiff and John D. Pollock defendant and this let them do under the penalty of the Law

Witness P. K. Swan President Judge of our said Court of Common Pleas this 26th day of May 1837

James H. Gill Clerk C. P.

Bud
Pathenly.
Sullor
&
Pollock.

~~Mr. A D Drum~~
John Lee
1837
J. H. Clerk

Manquella June 1. 1837.

John D Pollock

To James Sutton Dr.

To Damage by killing or causing the death of one heifer -- 25.00

James Sutton

Union Com. Pleas

James Sutton
v. } Subpoena
John D. Pollock

Service	1,00
3 copys	45
Mileage	90
	2,35

Filed Sept 30th 1837
Wm Lee Clerk

Served by reading to the Clerk the within writ & that I did & do leave and by copy to John D. Pollock & Jesse Holycroft & Jesse Collumber Charles Hamlin not found

R Clark Sheriff

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Alex Richardson
Bowen Sebe Collumbus Ransom Clark
John W. Gutridge Isaac Dodd Jane
Holycrop Charles Hamlin and Samuel H
Dodd to appear before the Judges of our Court of
Common Pleas within and for the County of Union
at the Court house in said County on the 3d day
of October next at ten oclock forenoon then and there
to testify what they and each of them may know
in a certain action in said Court pending wherein
James Sutton is Plaintiff and John D. Pollock is
Defendant. and this they shall in no wise omit under
the penalty of the Law.
Witness N. R. Brown President of said Court this 27th
day of September A.D. 1837

James H. Gill Clk

Union Com. Plea

John D. Pollock
adv
Sol Sutton

Serv — 25
Copy — 15
Mil — 20
60

Filed Oct 2 1837.
Jos H Lee Clerk

Served by copy
to Mr Clark
by reading to
the Same

R Clark Sheriff

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon William
Clark, Joseph Sutton to appear before our Court of Common
Pleas within and for the County of Union at the
Court House in said County on the 3d day
of Oct next at ten o'clock forenoon to testify what he may
know in a certain action in said Court pending wherein
James Sutton is Plaintiff and John D. Pollock is Deft
hereof he may not fail under the penalty of the Law
Witness S. R. Bran President of said Court this 30th day
of Sept 1837

Jos H. Gill Clerk

Sir please to pay the bearer my
fee in the Case of Sutton and Pollock
January 4 1839 John Bower

Dec the 21 1837

Received of John D polick my fees in full where in James Sutton is plantiff and John D polick is Defendant

James Thompson
Const

John M Gutridge 0.50
Benjamin Anders 0.50 x
Jane Holycrass 0.50 x
Alexander K Bowen x 0.50 x
John Bowen 0.50
Isaac. Bodd 0.50
Jenis Lane 0.50

Witnesses in the Suit of James Sutton against John D Pallock before me Wm Pitchey J P

Rec[illegible] my fees in full of W. D. Pollock
Where in Sidney Luton is Plaintiff & W. D. Pollock
Defendant Dec 1 1871 Joseph Stinson

Rec[illegible] my fees in full of W. D. Pollock
Where in Sidney Luton is Plaintiff & W. D. Pollo[illegible]
Defendant Dec 1 1871

his
Benjamin + Mo[illegible]
mark

Assessors for Town of Hancock 1600

Assessors of the Town of Hancock

James Cf

James Cf

1	
4	6
3	4
1.2	2.00
4	0.00
1	6.00
2	3.50
	2.50
4	0.00
4	0.00
1	6.00
1	6.00
1	3.00
1	3.50
1	3.25
1	6.00
27	2.75
2	50
3.5	7.75

Recd of John D Pollack 75 cents in full of my fees at Oct Term in the case of James Sutton vs J D Pollack

Nov 4th 1837

William Clark

Received of John D Pollock
My fees in full in the case wherein
James Dalton was plaintiff and John D.
Pollock was Defendent oct 4th 1834
Alexander R Bowen

Received of John D Pollock my fees in full as a witness in a suit at law in a case of Damage wherein James Sutton is plantiff and J. D Pollock was Defendant by me December 5th 1837

Test
James Holycross
marke

Rec.d of John D Pollock
My fees in full in the Case wherein
James Sutton was plaintiff and John D Pollock
was defendent . October ~~2~~ 14th 1837

his
Benjamin + Anders
Mark

Received at John
Bolac[illegible] a Medicin
l Chest in his Care
and Subsons
Wm. Clark

John D Polk
Adm
vs
James Sutton

Plea

Hale & Lawrence
p Deft's

State of Ohio Union County ss

John D Polk
vs
James Sutton

In Union Common Pleas
March Term AD 1834

And the said John D Comes & defends the and says that he is not guilty in manner & form as the said James hath complained against him & of this he puts himself upon the country & said Pltff doth the like

By Hall & Lawrence
Atty's for Defts

Minor Com pleas

James Sutton
v Summons
John D Pollock.
Serve Thos Reading
R Clark Sheriff
Serve —— 12½
Milage —— 5
17½

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Benjamin McDowell to appear forthwith before our Court of Common Pleas within and for the County of Union at the Court House in said County to testify what he may know in a certain action in said Court pending wherein Jas Sutton is Pltff and John D. Pollock is Deft. and bring this writ
Witness J. R. Swan. President of said this 30 day of Oct 1837

Jos H. Gill Clerk

S. Sutton
v. precipe
L. D. Pollock

James Sutton
v
John D. Pollock

the Clerk will issue subpoenas for the following persons returnable next Term to wit Richison Bowen Pepe Collumbus Ransom Clark John W. Partridge Isaac Dodge Jane Holycroft Charles Hamlin. Samuel H. Dodge. on the part of the Plff

James Sutton

Rec'd of John D Pollock my fees in the case in which he was Def & James Sutton Plaintiff Com pleas Oct 5th 1837

John Sewd

Received of John D Pollock my fees in the case in which he was Def & James Sutton Plaintiff Com pleas Oct 5 1837.

Samuel H Dodd

Union Com. Pleas

James Sutton

vs } fi fa

John D. Pollock

Debt	25.00
Costs	40.25
Writ	35
	$65.60

Credit as per receipts

$8.97

Serv	35
Mileage	10
Poundage	90
	1,35

Filed april 20. 1838

James B. Gill Clk

Rec'd Oct 18th 1839

June 17th 1838 Rec'd Plaintiff's Receipts for — $540

June 20th 1838 Rec'd Plaintiff's Receipt 25.54

" " Rec'd Cash 11.00

Summons money made

R 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 chattles in your bailiwick of John D. Pollock the sum of Twenty five Dollars which by the Judgment of our Court of Common Pleas within and for the County of Union at the Oct Term thereof 1837 James Sutton recovered against the said John D. Pollock. and the further sum of Forty Dollars 25/100 as Costs. with Interest on the whole amount from Oct 8a 1837 until paid. and the accruing Costs and for want of goods and chattles that you cause the same to levied of the lands and tenements in your bailiwick of the said John D. Pollock 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 W. Gill Clerk of the Court of Common Pleas within and for said County of Union this 13th day of Oct AD: 1837

James W. Gill

Union Common Pleas

James Sutton

vs

John C. Pollock

Judgt	$25.00
Costs	40.25
Increase	1.70
Writ	35
	$67.30
Cr. April 20 1838.	55.42
	$11.88
Serv	35
Writ	50
	85

Filed Aug 26. 1838

Jas. H. Lucas Atty

Filed August 2nd 1838 on merry much

R. Clark Sheriff

No 21

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 third day of October A. D. 1837 James Sutton

recovered against John D. Pollock

as well the sum of Twenty five dollars and cents, for his damages, as the sum of $ 40.25 for his 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 John D. Pollock

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $1.70 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 James Sutton

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 3rd
day of August A. D. 1835

Attest: James H. Gill Clerk.

Union Common Pleas.

James Sutton
vs.
John D. Pollock.

Judgment	$25.00
Costs,	40.25
Increase,	2.91
Mit,	0.41
	$68.56
Cr. April 20, 1838.	55.42
	$13.14

Stayed by R Clark
to whom the above belongs
W W Steele Shff

Fee	35
Mile	05
	40

Filed Nov 8. 1842
John Capil Clk pro tem

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 third day of October, A. D., ~~184~~ 1837,

James Sutton

recovered against John D. Pollock

as well the sum of Twenty Five Dollars ~~dollars~~

and cents, for his ——— damages, as the sum of $ 40. 25

for his ——— 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

John D. Pollock,

you cause to be made the damages and cost aforesaid with interest thereon from the third day of October, A. D., 1837, until paid. Also, the sum of $ 1. 20 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 James Sutton.

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

WITNESS ~~JAMES H. Gill~~ John Cassil, pro tem. Clerk of said Court, at the Court-House aforesaid, this 26th day of September, A. D., 1842.

Attest: John Cassil, CLERK, pro tem.

Union Common Pleas.

James Sutton
vs.
John D. Pollock.

Judgment,	$25.00
Costs,	40.25
Increase,	3.71
Mit,	0.41
	69.37
Cr. April 20, 1838,	55.42
	$13.95

Rec'd this writ Dec 29. 1843
Made 6/8 to apply on this
Ex, in Conjunction with one
in favor of Wm Thauf — apl. 15.
1843. W. W. Steele Sheriff

Serv	35
Mile	5
	40

Filed April 15, 1843.
John Cassil,
Clerk.

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 3d day of October, A. D., ~~184~~ 1837, James Sutton

recovered against John D. Pollock

as well the sum of Twenty five ——— dollars ~~and~~ ——— ~~cents,~~ for his ——— damages, as the sum of $40.25 for his ——— 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

John D. Pollock,

you cause to be made the damages and cost aforesaid with interest thereon from the 3d day of October, A. D., 1837 until paid. Also, the sum of $2.71 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 James Sutton.

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 29th day of December, A. D., 1842

Attest: John Cassil, CLERK.

Upson Common Pleas.

James Sutton

vs.

John D. Pollock.

Precipe for Execution.

Filed Sept. 26, 1842.

John Cassil,

Clerk protem.

James Sutton
vs.
John D. Pollock.

Trespass - of Oct. Term, 1837.

Issue execution for my costs as Sheriff in the above case, forthwith.

R Clark

To J. Carrel, Clerk
of Court Comm. Pleas
of Union Co. Ohio.

Sept. 23, 1842.

Civil/Domestic Case File

Case No. 1837-CV-0004

No. 37-CU-4

Union Common Pleas Court.

Lyne Starling Jr Plaintiff,

AGAINST

Jason Rice Defendant.

JUN TERM. 1837

JUDGMENT VS DEFENDANT

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Record No. 3 Page 41

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Union Com Pleas
John Doe ex dem Lyne Starling
v
Rich Roe
Jason Rice tenant
Man in Possession
(original)
Served on Jason Rice
on the premises
March 9th 1837

Filed March 28th 1837
Matthew Clark

S.F.

John Doe Ex dem Lyne Starling
v
Richard Roe

of Franklin Co. Ohio
Josiah A Wallace makes
oath and says that he did on the 9th day of March
1837 personally serve Jason Rice tenant in possession of
the premises in the within declaration mentioned or of a part
thereof with a true copy of the within declaration and notice
and at the same time acquainted the said Rice with the intent
and meaning of the said declaration & notice

Subscribed & sworn
Mar 6th 1837 Before me
Thos Wood J P

Josiah A. Wallace

Just Peace Franklin Co. Ohio.

Mr. Jason Rice

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 ~~Franklin~~ Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 28 day of February A.D. 1837

RICHARD ROE.

State of Ohio, } COURT OF COMMON PLEAS,
~~Franklin~~ Union County, ss. } October Term, A. D. 1836

John Doe complains of Richard Roe, for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at Franklin county aforesaid, had demised to the said John the following lands and tenements, to wit: Survey No Two Thousand Nine Hundred and Eighty one (2981) in the Virginia Military District so called, entered in the name of Andrew Forbow Containing One thousand acres of land

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, One thousand acres of arable land, One thousand acres of meadow land One thousand acres of pasture land, One thousand acres of wood land, One thousand acres of land covered with water, and One thousand acres of other land, with the appurtenances, situate in said county of ~~Franklin.~~ Union To have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that the said Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at the county of ~~Franklin~~ Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards ten gardens, One thousand acres of arable land, One thousand acres of meadow land, One thousand acres of pasture land, One thousand acres of wood land, One thousand acres of land covered with water, and One thousand acres of other land, with the appurtenances, situate in said county of Franklin: to have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed the said Richard, afterwards, to wit, on the second day of January in the year of our Lord one thousand eight hundred and thirty seven with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage One thousand dollars.

And therefore he sues, &c.

By Starling & Gilbert
his attys

J Doe ex dem S Starling

vs

~~[illegible]~~

Jafon Rice

Comment Rule

Filed April 1st 1837

Silas L Sterling

Clk

John Doe ex dem Lyne Starling } Macon Com Pleas March term 1837

vs

Richard Roe

On motion to the Court it is ordered that Jason Rice be made defendant herein in the place of the now defendant Richard Roe

John Doe ex dem Lyne Starling

vs

and the said Jason Rice 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

B H & Lawrence

his atty

Union Com. Pleas

Sterlings Lessee

a } Fi fa

Jason Rice

Costs . .	7.81
Writ	35
	$8.16

Filed April 18. 1838

James H. Gill Clk

Rec'd Nov 21st 1839

Due 4th Mon 8 days

Money. Mad. R 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 chattles in your Bailiwick of
Jason Rice the sum of $7.81 which by the
Judgment of our Court of Common Pleas within
and for the County of Union at the June Term thereof 1837
Lyne Starling recovered against the said Jason Rice as
costs with Interest thereon from June 1st 1837 until paid
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 Rice 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 H. Gill Clerk of the Court of Common
Pleas within and for said County of Union this 21st
day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1837-CV-0005

No. 37-CV-5

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

John Dawson Defendant.

JUN TERM. 1837

JUDGMENT VS DEFENDANT

Journal 1 Page 324

Record No. 3 Page 44

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio

Union Com: Plea
John Doe lyd & Sterling
v
Richard Roe
John Dawson tenant
Mary in fact tenant
original
Served on Dawson on the premises March 28th 1837
Geo Mann Sheriff
By Bottinger Dep

John Doe ex dem Lyne Sterling
v
Richard Roe

Isaiah A Wallace makes oath of Franklin Ohio and says that he did on the 7th day of March 1837 personally serve John Dawson tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Dawson with the intent and meaning of the said declaration and notice

Subscribed & sworn
This 11th 1837 Before me Thos. Wood J P

Isaiah A Wallace

Just Peace Franklin Co. Ohio

Mr. John Dawson

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 ~~Franklin~~ Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 28th day of February A. D. 1837 RICHARD ROE.

State of Ohio,
~~Franklin~~ Union County, ss.

COURT OF COMMON PLEAS,
October Term, A. D. 1836

John Doe complains of Richard Roe, for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at ~~Franklin~~ Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Survey No Two Thousand Nine Hundred and Eighty (2981) in the Virginia Military District so called Entered in the name of Andrew Torbert, and Containing One thousand acres of land

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, One thousand acres of arable land, One thousand acres of meadow land One thousand acres of pasture land, One thousand acres of wood land, One thousand acres of land covered with water, and One thousand acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union. To have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that the said Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at the county of ~~Franklin~~ Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards ten gardens, One thousand acres of arable land, One thousand acres of meadow land, One thousand acres of pasture land, One thousand acres of wood land, One thousand acres of land covered with water, and One thousand acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union: to have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed the said Richard, afterwards, to wit, on the Second day of January in the year of our Lord one thousand eight hundred and thirty seven with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage One thousand dollars.

And therefore he sues, &c.

By Starling & Gilbert
His Attys

John Doe ex dem
Lyne Starling
vs
John Dawson

Consent Rule
Filed March 1st 1837
Silas G. Strong
Clk

John Doe ex dem Lyne Starling } Union Com Pleas March
vs } term 1837
Richard Roe

On motion to the court it is ordered that John Dawson be made defendant herein in the place of the now defendant Richard Roe

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John Doe ex dem Lyne Starling
vs
~~Richard Roe~~ John Dawson

and the said John Dawson ~~Smith~~ 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 first count of said Declaration mention 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 W C Lawrence his atty

Civil/Domestic Case File

Case No. 1837-CV-0006

No. 37-CU-6

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Valentine F. Shover Defendant.

JUN TERM, 1837

JUDGMENT VS DEFENDANT

Journal 1 Page 325

Record No. 3 Page 39

Ex. Doc. 1 Page 94½

Union Com Pleas
John Doe by Ass Sterling
v
Richard Roe
Valentine F Shover
Tenant
Martin Gechman
original
Recd on Shover
at his house Feb 28th
1837

Filed March 28th 1837
N Strong Clk

Sheriff

John Doe ex dem Lyne Sterling }
v } of Franklin Co Ohio
Richard Roe } Josiah A Wallace

makes oath and says that he did on the 28th day of February 1837 personally serve Valentine F Shover tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Shover with the intent and meaning of the said declaration and notice

Josiah A Wallace

Subscribed & Sworn
Mar 6th 1837 Before me Thos Wood JP

Just Peace Franklin Co: Ohio

Mr. Valentine F Shover

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 ~~Franklin~~ Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 28th day of February A. D. 1837 RICHARD ROE.

State of Ohio,
~~Franklin~~ Union County, ss.

COURT OF COMMON PLEAS,
October Term, A. D. 1836

John Doe complains of Richard Roe, for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at ~~Franklin~~ Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Part of Survey No Two Thousand Nine Hundred and Ninety one (2991) in the Virginia Military District so called bounded as follows Beginning at two beeches a buck Eye Elm and Sugar tree North East Corner to the original Survey thence S 80° W 174 poles to two ashes and an Elm, thence S 10° E 176 poles to a beech dog wood and iron wood thence N 80° E 174 poles to two Sugars and a beech in the East line of the original Survey thence N 10° W with said last line to the beginning Containing One Hundred and Eighty Six Acres of land

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, two hundred acres of arable land, two hundred acres of meadow land two hundred acres of pasture land, Two Hundred acres of wood land, Two hundred acres of land covered with water, and Two Hundred acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union. To have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that Said Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at the county of ~~Franklin~~ Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards ten gardens, two hundred acres of arable land, two hundred acres of meadow land, two hundred acres of pasture land, two hundred acres of wood land, two hundred acres of land covered with water, and two hundred acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union: to have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed the said Richard, afterwards, to wit, on the Second day of January in the year of our Lord one thousand eight hundred and thirty seven with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage One thousand dollars.

And therefore he sues, &c.

By Starling & Gilbert
His Attys

Valentine F Shown

Recd Nov 1st 1837
Nov. 22nd Levied on one Colt and take
back for Delivery
Janr 30th 1838 Money made in full
R Clark Sheriff

Union Com. Pleas
Lyne Mallings Defdt
Writ of Possession
R. H. Collins
Costs 7,33½
35
Writ
$7,68½
Filed Octobr 15. 1838
James H. Leib Clk

Nov 22nd 1838 Served the within writ of Possession by puting Mr Wm Everfole into possession by the order of Plaintiffs Attorney
R Clark Sheriff

State of Ohio
Union County ss

To the Sheriff of Said County Greeting

Whereas at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union on the first day of June 1837 in the Case of Lyne Starlings Lessee vs Valentine F. Shover Tenant. It was considered by said Court, neither party requesting a Jury that the Defendant was guilty of the Trespass and ejectment laid to his charge in manner and form as the said John Doe hath complained against him. Thereupon It was considered that the said John Doe recover against the said Valentine F. Shover his said Term yet to come of and in the following tenements to wit, part of survey No of 2991 in the Virginia Military District so called bounded as follows Beginning at two Beeches a Buck eye elm and Sugar tree Northeast Corner to the original Survey thence S 80° W. 174 poles to two Ashes and an elm thence S. 10° E. 176 poles to a beech Dogwood and Iron wood thence N. 80° E. 174 poles to two Sugars and a beech in the East line of the original Survey thence N. 10° W. with said last line to the beginning containing One hundred and Eighty Six acres of land Therefore we command you that taking with you the force of the County if necessary you cause the said Valentine F. Shover to be forth with removed from the premises and the said Lyne Starlings Lessee to have the peaceable possession of the same, and also that you levy of the goods and chattles of the said Shover the sum of $7,43½ the costs taxed against him in the trial aforesaid together with 35 cents for this writ. and satisfy yourself your legal fees and of this writ make legal service and due return

Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 1st day of Nov 1837

James H. Gill

Civil/Domestic Case File
Case No. 1837-CV-0007

No. 37-CV-7

Union Common Pleas Court.

Lyne Starling Jr
Plaintiff,

AGAINST

Samuel Martin
Defendant.

JUN TERM 1837

JUDGMENT VS DEFENDANT

Journal 1 Page 324

Record No. 3 Page 42

Ex. Doc. 1 Page 95

Union Com Pleas

John Doe Ex, &c Stanley

vs

Richard Roe

Samuel Martin Tenant

Now in Richland

original

Served on Samuel Martin

on the premises

March 3d 1837

Filed March 28th 1837

W. Thompson Clk

S. C.

John Doe Ex &c Lyne Stanley
vs
Richard Roe

Josiah A Wallace of Franklin County Ohio makes oath and says that he did on the 3d day of March 1837 personally serve Samuel Martin tenant in possession of the premises in the within declaration mentioned or a part thereof, with a true copy of the within declaration and notice and at the same time acquainted the said Martin with the ~~true~~ intent and meaning of the said declaration and notice.

Josiah A Wallace

Subscribed & Sworn
Mar 6th 1837 Before me
Thos. Wood JP

Just Peace Franklin Co. Ohio

Mr. Samuel Martin

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 ~~Franklin~~ Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 28th day of February A. D. 1837 RICHARD ROE.

State of Ohio, } COURT OF COMMON PLEAS,
~~Franklin~~ Union **County, ss.** } October Term, A. D. 1836

John Doe complains of Richard Roe, for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at ~~Franklin~~ Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Part of Survey No Two Thousand Six hundred and Seventy five in the Virginia Military District So called Bounded as follows. Beginning at a Sugar tree and an elm north east corner to Mr Wingates land thence N. 52° 30' E along the south line of the original Survey 170 poles to a stake in said line thence N 37° W 120 poles to two sugar trees corner to Woods land thence S. 52° 30' W with said Woods line 170 poles to said Wingates North west corner thence S 37° E with Wingates East line 120 poles to the beginning Containing One hundred and twenty seven acres of land

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, Two Hundred acres of arable land, two hundred acres of meadow land Two Hundred acres of pasture land, Two Hundred acres of wood land, Two Hundred acres of land covered with water, and Two Hundred acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union. To have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that the said Starling on the first day of January in the year of our Lord one thousand eight hundred and thirty seven at the county of ~~Franklin~~ Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards ten gardens, Two hundred acres of arable land, Two Hundred acres of meadow land, Two Hundred acres of pasture land, Two Hundred acres of wood land, Two Hundred acres of land covered with water, and Two Hundred acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union to have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed the said Richard, afterwards, to wit, on the Second day of January in the year of our Lord one thousand eight hundred and thirty seven with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage One thousand dollars.

And therefore he sues, &c.

By Starling & Gilbert
His attys

John Doe ex dem
Lyne Starling
vs
Saml Martin

Consent Rule
Filed April 1st 1837
Silas G Strong
Clk

John Doe ex dem Lyne Starling } Union Com Pleas March
vs } term 1837
Richard Roe

On motion to the Court it is ordered that Saml Martin be made defendant herein in place of the non defendant Richard Roe

John Doe ex dem Lyne Starling
vs

and the said Samuel Martin
and confess. 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 said trespass and Ejectment in the said Declaration
mentioned and alleged against him and of this he
puts himself upon the Country and the said John
Doe doth the like

By W C Lawrence his atty

Union Com. Pleas

Sterlings Lessee
v } Fi fa
Samuel Martin

Costs 7,85
Tax 35
$8,20

Filed april 21. 1838
James H. Gillespie

Rec'd Nov 14th 1838
March 13th 1839 Rec'd $8,00 money made R 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 chattles in your bailiwick of Samuel Martin the sum of $7,87 which by the judgment of our Court of Common Pleas within and for the County of Union at the June Term thereof 1837 Lyne Starling recovered against the said Samuel Martin as costs in a suit of Ejectment brought by the said Starling against said Martin with Interest thereon from June 1st 1837 until paid 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 Martin and have that money before our said 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 the Court of Common Pleas within and for said County of Union this 21st day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1837-CV-0008

No. 37-CV-8

Union Common Pleas Court.

Ichabod Shafer
Plaintiff,

AGAINST

David Smith
Defendant.

JUN TERM. 1837

DECREE FOR PLAINTF

Journal 1 Page 322

Record No. 3 Page 55.

Ex. Doc. 1 Page 82

Jonathan Shaw
" } Transcript
David Smith

Filed March 29th 1837.

Silas G Strong
Clk

Rehabed Shaffer
— pla — —
David Smith
in trespass and
Damage $3=00
justice fee - 1=42
Constable fee 1=07
Witness fee - 4 50
this copy - 31
8.50

Feb the 6 AD 1837
Suit brought on trespass and Damage of which
the following is a copy — — — —
— — — — — — — —
Feb the 6 AD 1837 summons issued for David
Smith for $3 99=99 cts which was served
and returned by Sanford W Hill Constable
— — — — — — — —
Feb the 11 AD 1837 — —
the parties appeared and went in to trial
and after hearing the testimony and due —
consideration it is considered that the —
Defendant pay to the plaintiff the sum of three dollars —
and the cost of suit — — — — — — —
— — — — — — — —
the above trespass and Damage was for taking and hauling
a certain lot of shingles — — — — — —
— — — — — — — —
State of Ohio union county } ss —
Samuel Lawrence one of the justices of the peace in — and
for the township of Milcreek in said county do hereby certify
that the foregoing is a true copy in substance from my —
docket of the proceedings and judgement in the above case
given under my hand and seal this 16 Day of Feb AD 1837
Samuel Lawrence justice of (Seal)
the peace — —

State of Ohio union county } ss — — — —
in the action of Rehabed Shaffer against David Smith —
I Aaron Jolsey do acknowledge my self bail for the appealant
in the sum of fifty Dollars to be levied on my goods and chattels
lands and tenaments in case the appealant shall be condemned
in the action and shall fail to pay the condemnation money
and cost that has accrued or may accrue in the court
of common pleas — — —
his
David + Smith (Seal)
Mark
— — — — — — — —
Aaron Jolsey — (Seal)
witness signed and acknowledged on the twentieth
Day of Feb AD 1837 —
Samuel Lawrence —
justice of the peace

Richard Shofer
vs
David Smith

Declaration

Filed apl 25. 1837.
W. Seal clk

Hace pa

Ichabod Shafer }
vs }
David Smith }

State of Ohio Union County ss
In Union common Pleas March
Term AD 1837

This cause comes into court by way of appeal from the decision of a Justice of the Peace whereupon Ichabod Shafer complaining of David Smith in a plea of Trover for that whereas the said Ichabod on the 30th day of January AD 1837. was lawfully possessed as of his own property of a certain lot of Sugar Troughs. Cowt five hundred sugar Troughs and being so possessed he afterwards Cowt on the day & year last aforesaid took the same & the same afterwards Cowt on the day & year last aforesaid came into the possession of the said David by finding Yet the said David though he well knew the same to belong to the said Ichabod yet intending to injure & defraud the said Ichabod thereof refused to deliver the same to the said Ichabod, though thereunto requested but afterwards on the day & year last aforesaid converted the same to the use of the said David to the damage of the said Ichabod ninety nine dollars & ninety nine cents therefore he sues &c

H Hall
Atty for Pltff

Union Com. Pleas

Ichabod Shaler

v. } ~~Affidavit~~

David Smith

Praecipe for Mandamus

Filed May 12. 1837

J. H. Gill Clerk

Richard Shafer
vs
David Smith

In Union C.P. March Term 1837

Send for William Death Lyman Shafer ~~George~~ Leon & Jacob Smith to come & testify at the June Term of said in the above case on the part of Pltff

To Clerk U. C.P.

A. Hall
Atty for Pltff

Union Com. Pleas

David Smith
vs } Precipe
Jehabed Shafer

Filed May 12. 1857
J. H. Bell Clerk

Union Common Pleas
March Term 1837
in Chancery

David Smith
ads
Jehabad Shafer

Issue a subpoena returnable next term for Christian Myers & Thomas Crippin as witnesses in the above Cause on behalf Deft

To the Clerk of Union Common Pleas
May 12. 1837

P. B. Cole Atty
for Deft

union Common Pleas

D. Smith
vs
J. Shafer } Trover

Plea

Filed May 12. 1837
J. H. Gile
Clerk

David Smith } Union Common Pleas March Term 1837
vs } in Trover
Ichabod Shafer }

And the said David Smith comes & defends &c and says that he is not guilty of the said supposed grievances laid to his charge in manner & form as the said Ichabod hath complained against him and of this he puts himself upon the Country &c and the said Ichabod doth the like

P. Z. Cole
atty for Deft

Union Com. Pleas

David Smith
vs fi fa
Jehabed Shafer

Costs $27 24
Writ 35
$27,59

Filed August 8th 1837
J. H. Gill Clerk

2924
303
6,21

303
394
6.97.

Recd July 14th 1837
of Christian Cornelison on the within execution the sum of Twenty
dollars & the Costs of Suit & Sixty
Dollars Constables on the 3rd of August
following viz. on the within execution Sixty dollars & twenty
five cents for Costs & Sixty dollars & twenty five cents
for Debt Interest & Costs 1837 August 1st
To Debt for $120 R. Beale Sheriff
Mileage 60 $6,97 Paid Cl
Fees 35 on a mat
Advertising 225 R Beale Sheriff
Mileage 60
Commission 14
3,94

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 of in your bailiwick of Ichabod Shafer the sum of $27,24 which by the Judgment of our Court of Common Pleas within and for the County of Union at the June Term thereof 1837 David Smith recovered against the said Shafer as costs in a suit brot by the said Shafer against the said Smith with interest thereon from June 1st 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 Shafer 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 there this writ Witness the Honorable S. R. Bair President of our said Court this 5th day of July A.D. 1837

Test

James H. Gill Clerk

Union Com. Pleas

Ichabod Shafer

v } Subpoena

David Smith

Served by Reading to M Death and
by Copy to G Wagoner
L Shafer & J Smith not found
May 18th 183 R Clark Sheriff

Serv	40
Copy	15
Mil	60
	$1,15

Filed May 31. 1837
J. H. Gill Clerk

State of Ohio Union County ss

To William Death, Lyman Shafer, Zeen and Jacob Smith & George Waggoner

We command and strictly enjoin you and each of you that laying aside all manner of business and excuses whatsoever you and each of you be and appear in your own proper persons before the Judges of our Court of Common Pleas of the said County of Union at the Court House in said County on the first day of June next at ten Oclock forenoon then and there to testify what you and each of you may know in a certain action in said Court pending wherein Ichabod Shafer is Plaintiff and David Smith Defendant, and this do you under the penalty of the Law

Witness J.K. Swan President Judge of our Court of Common Pleas aforesaid this 12th day of May A.D. 1837

Attest James H. Gill Clerk protem

Union Com. Pleas
Davia Smith
adv } Subpoena
Ichabod Shafer

Served by Reading
May 17th 1857
R Clark Sheriff
Serv — 20
Mil — 60
,80

Filed May 31. 1857
J. H. Gill Clk

State of Ohio Union County ss

To Christian Myers and Thomas Crippin Greeting

We command and strictly enjoin you and each of you that laying aside all manner of business and excuses whatsoever you and each of you be and appear in your own proper persons before the Judges of our Court of Common Pleas of the said County of Union at the Court House in said County on the 1st day of June next at ten o'clock forenoon, then and there to testify what you and each of you may know in a certain action in said Court pending wherein Schabra Shafer is Plaintiff and David Smith Defendant and this do you under the penalty of the Law

Witness C. K. Swan President Judge of our said Court of Common Pleas this 12th day of May A.D. 1837

Attest

James H. Gill

Clerk protem

Civil/Domestic Case File

Case No. 1837-CV-0009

Received May 18th 1836 the within writ for $100,00
May 29th Levied on one Grey gelding Hand one
Chaise Harness and Harness one ox Wagon
one yoke of oxen one Durham cut Bull six
head of two year old Steers six Heifers
Property not taken for want of time

E. Clark Sheriff

Union Com. Pleas

D. O. Copeland
v. Fi. Fa
Silas G. Strong

Damages	$329.75
Costs	6,32
This writ	,35
Serv	35
Mil	5
Poundage	200
	240

Filed May 31. 1837
J. H. Gill Clk

E. Clark Sheriff

9.07
300
4.07

State of Ohio Union County }

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 Silas G. Strong the sum of Three hundred and thirty six Dollars and seven cents, which by the Judgment of our Court of Common Pleas within and for said County of Union at the March term thereof A.D. 1837. D.O. Copeland recovered against the said Silas G. Strong with Interest thereon from March 30th 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 Silas G. Strong and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said D.O. Copeland and have you then there this writ

Witness W.K. Swan President Judge of our said Court of Common Pleas this 18th day of May A.D. 1837

Attest

James H. Gill Clerk

Union Com. Pleas

D. O. Copeland
vs } Precipe. Fi Fa
Silas G. Strong

Filed May 15th 1837

J. H. Gill
Clerk

D. O. Copeland } Union Com. Pleas
vs } March Term 1837
Silas J. Strong } Judgt $329.75

Dr Sir In the above case issue execution immediately, returnable to next term

J. H. Gee Esq
May 8th 1837

Marling & Gilbert
Attys for Plff

Civil/Domestic Case File

Case No. 1837-CV-0010

No. [illegible]

Union Common Pleas.

STATE OF OHIO

against

Peter Dorkenbill

Defendant.

MAR TERM. 1837

Judg. for Defendant

& 150 &c

Journal No. 1 *Page* 315

Record No. 6h *Page* 35 30

Ex. Doc. 1 *Page* 75

Union Com Pleas

State of Ohio

vs

Peter Lookingbill

Filed March 29 1837
S G Strong Clk

To the States
Attorney of
Union County
Ohio

State of Ohio
on Complaint of
Sarrah Brown
vs
Peter Lukenbill

justice fees 1, 37½
This Copy 31½

Constables fees 45
assistance 50

Bastardy
on the 2nd day of June
AD 1836 Sarrah Brown an
unmarried woman entered
complaint under oath
against Peter Lukenbill
the defendant setting
forth that she the said
complainant is now
pregnant and that Peter
Lukenbill is the father
of said child
Whereupon on the same
day a warrant issued directed to Sand
ford W Hill a constable of Union County
and on the same day said Constable
made return June the 2nd AD 1836 served
the within warrant by bringing the accused
before the justice a commanded fees for
serving 25 cents mileage 10 cts and fifty cents
assistance to martin Brown a subpoena
issued for complainant which was served
by reading by S Hill const by reading fees
for serving 10 cts the accused and complai
then both being present and failed to
effect a compromise and it is therefore
adjudged that the said Peter Lukenbill
give bond for his appearance before the
court of common pleas on the first day
of the term thereof in the sum of Three
Hundred Dollars

and the said peter Lukenbill and
John Lukenbill were bound according by
and Sarah Brown was bound in the sum
of twenty Dollars to appear and give
evidence

The examination of Sarah Brown
an unmarried woman resident in the
County of Union upon her Complaint
of Bastardy against peter Lukebill
Taken before me on the 3rd day of
June AD 1857 C Kristian Meyers (Seal)
justice of the peace

To Wm. C. Lawrence
States Attorney
of Union County

State of Ohio
vs
Peter Buckenbale
Filed Oct 10th 1836
John G. Storey
Clk

Examination of Sarah Brown an unmarried Woman

Bastardy

Questions by Justice
~~Who is the~~ Where do you live Sarah Brown
Ans.. in Millcreek Township at Martin Browns
Quest.. who is the father of the child you are pregnant with
Ans.. Peter Eckenbill
Quest.. how old are you Sarah
Ans.. Eighteen years old the 16th day of this June

Questions by the accused
Q. Where was your child conceived
Ans.. on the 25th or the 26 days of last March
Quest.. Where was it conceived
Ans.. at Martin Browns house
Quest.. Was you not promised to ~~some other person~~ be married to some other person at the same time
I was not but I told you so but thought it was for my own benefit
Did you ever tell any other person so
Ans.. No Sir

The examination of Sarah Brown an unmarried woman resident in Union County upon her complaint of bastardy against Peter Eckenbill before me the 2nd day of June A.D. 1836

Christian Myers Justice of the Peace of Millcreek Township

Recognizance
Sarah Brown
to appear before
Court to give evidence
Filed June 7th 1836
Silas G Strong
Clk

State of Ohio Union County ss

Be it remembered that on the third day of June in the year 1836 Sarrah Brown personally appeared before me Christian Myers one of the justices 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 land and tenements if default be made in the condition following to wit — The condition of this recognizance is such that if the above bounden Sarrah Brown 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 evidence and the truth to say on behalf of the State 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 — —

Sarrah her mark Brown

Taken signed and acknowledged before me this 3rd day June AD 1836

Christian Myers — justice of the peace

State

v

P. Lukenbill

Filed March 29
1837 Atty

Issued

State on the Complaint of
Sarah Brown
vs
Peter Longenbell

Bastardy

Subpoena for Catharine Longenbell
March 29, 1837.

J. D. Powell
atty for Deft.

Mar[illegible] Com. pleas

State of Ohio

vs Summons

Peter Lookingbill

Served by reading

R. Clark Sheriff

Serv — 10

Mil — 75

State of Ohio Union County ss

To the Sheriff of said County
Greeting

We Command you to summons
Catharine Sookingbill to appear
~~before~~ forthwith before the Honorable
Court ~~at the Court~~ of Common
Pleas at the Court House in Marysville
To Testify in the Case of State of Ohio v
Peter Sookingbile & of this she shall not fail under
penalty of One hundred Dollar and have you
then there this writ Witness J R Swan President
of our said Court this 29 March 1857

D G Strong Cl R

Recognizance
Peter Lakenbill
Returnable to Court June
Dam

Filed June 27th 1836
Silas G Strong
Clk

State of Ohio Union County Ss

Be it remembered that on the third day of June in the year 1836.. Peter Lukenbill and John Lukenbill personally appeared before me Christian Myers one of the justices of the peace in and for the County aforesaid and jointly and severally acknowledged themselves to owe the State of Ohio the sum of three Hundred dollars to be levied of their 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 bound Peter Lukenbill shall personally be and appear before the court of common pleas on the first day of the term thereof to be holden in and for the County aforesaid then and there to answer a charge of Bastardy and abide the judgement of the court and not depart the court without leave then this recognizance shall be void otherwise to it shall be and remain in full force and virtue law

Peter his X mark Lukenbill

Taken signed and acknowledged befor me this 3rd day of June AD 1836

John his X mark Lukenbill

Christian Myers... Justice of the Peace

State of Ohio
on Complaint of
Sarah Brown
vs
Peter Lukenbill
~~Affid~~ fees
Affidavit 25
Subpoena 12½
and Warrant 25

Filed March 29 1887
S G Strong Clk

Came the 2nd day 1886 Served the within warrant by bringing the accused before the Justice as Commanded fees for serving 25 mileage 10 and fifty cents assistance to Martin Brown

Samuel M Kile
Constable

State of Ohio Union County ss
To any constable of said 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 Sarrah Brown that she is now pregnant with a child which if Born alive may be a bastard and that Peter Lukenbill is the father of said child These are therefore to command you to take the said Peter Lukenbill if he be found in your County or if he shall have fled that you pursue after the said Peter Lukenbill into any other County within this State and take and safely keep the said Peter Lukenbill 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 2nd day of June AD 1836

Christian Myers (Seal) justice of the peace

State of Ohio
on Complaint of
Sarrah Brown
vs
Peter Lukenbill
Affidavit
fee - 25

Filed Jan 27th 1836
Silas G Strong
Clk

State of Ohio Union County ss
Personally Came before me Christian-
Myers one of the justices of the peace ~~of~~ in
and for the County aforesaid Sarrah ~~Brown~~
Brown an unmarried woman of Millcreek
Township in Said County and made oath
that She is now pregnant with a child which
if born alive may be a bastard and that
Peter Lukenbill is the father of Said child

Sarrah her mark Brown

Sworn to and Subscribed
before me this 2nd day of June AD 1836

Christian Myers ... justice of the peace

Rec'd July 15th 1837 Proceeded forthwith to search for property and found none
Rec'd Plaintiffs receipt for the full amount of her Claim on Judgment
August 28th Rec'd ~~[illegible]~~ $9,60
Balance of money made in full
R Clark Sheriff

Union Com Pleas
State of Ohio
vs } f. fa
Peter Lackington

Amount	25,00
costs	13 51½
Int	35
	$38,92½

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 Peter Luckinghill you cause to be levied the sum of twenty five Dollars Judgment and thirteen Dollars and fifty seven and a half cents which by the Judgment of our Court of Common Pleas at the March term thereof A.D. 1837, Sarah Brown recovered against the said Peter Luckinghill with interest thereon from March 28th 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 Peter Luckinghill and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said Sarah Brown and have you then there this writ

Witness J. R. Dean President Judge of our said Court of Common Pleas this 15th day of July A.D. 1837

J. H. Gill Clerk C. P.

Civil/Domestic Case File
Case No. 1837-CV-0011

No. 37-CV-11

Union Common Pleas Court.

Urbana Banking Co. Plaintiff,

AGAINST

Hezekiah Bateselle Defendant.

JUN TERM. 1837

JUDGMENT VS DEFENDANT

$206 00

Journal 1 Page 323

Record No. 3 Page 57

Ex. Doc. 1 Page 90

Union Common Pleas

Urbana Bank
vs Praecipe
&c
Ezekiah Foster
S G Strong &
Lear Churchill Jr.

Filed March 29 1837
S G Strong Cl.

Issued

C M Kleinman atty

Union County Ohio 1837

The President & Directors of the Urbana
Banking Company
[illegible] vs
Hezekiah Bates Silas G Strang
& Levi Churchhill Jr

Case Damage $300

Summons returnable forthwith
& Endorsed "This suit is brought to recover
the Principal & Interest due on a Promissory
Note given by the Defendants to the Plaintiffs
for $200.00 bearing date 16th Nov 1836
payable Ninety days after date"

Myers & Bonnell
Plffs atty

29th March 1837

S G Strang Oth

Union Com pleas

Urban v Bank

ss Summons

Hezekiah v Bates et al

Filed March 30. 1837

S G Strong Clk

Served by Reading to each of the Defendants and by Copy to each

H Clark Sheriff

Serv —	6
Copys —	4
Mil —	1
	11

This suit is Brought to recover the price of land and interest due a promissory note given by defendant to the plaff for $200.00 bearing date 10 Nov 1836 payable twenty days after date

Owens & Thomas
Plffs atty

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you to Summons Hezekiah Bates Silas G Strong & Lewis Churchill Jr to appear before our Court of Common Pleas of the County aforesaid forthwith to Answer unto the President Directors of the Urbana Banking Co in a plea of the Case dam $300.

Witness J R Swan President of our Said Court aforesaid this 29. day of March AD 1837 Silas G Strong clk

Union Common Pleas

Urbana Banking Co

vs } Declaration in assumpsit

Hezekiah Kelsey & others

Filed March 31st 1837

Jas G Strong
Clk

Cost bill made

C M 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

Hezekiah Bates Silas Strong & Levi Churchill Jr. 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 &c And thereupon the said President & Directors of the Urbana Banking Company by Moses Kboomin their Attorney complain that whereas the said Hezekiah Bates Silas Strong & Levi Churchill Jr. on the Tenth day of November in the year of our Lord Eighteen hundred & thirty six at Urbana Ohio 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 ninety days after the date thereof promised to pay to the President & Directors of the Urbana Banking Company or order Two hundred Dollars in Eastern Funds without defalcation for Value Received by them the said Hezekiah Bates Silas Strong & Levi Churchill Jr. & then & there delivered the said note to the said President & Directors of the Urbana Banking Company whereby & by reason whereof & also by force of the Statute in such case made & provided the said Hezekiah Bates Silas Strong & Levi Churchill Jr. 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 thereof & being so liable they the said Hezekiah Bates Silas Strong & Levi Churchill Jr. 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 Hezekiah Bates Silas Strong & Levi Churchill Jr. altho often requested the said sum of Two 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 said Hezekiah Bates Silas Strong & Levi Churchill Jr. have hitherto wholly refused & still do refuse to the damage of the said President & Directors of the Urbana Banking Company in the sum of Three hundred Dollars & therefore they bring suit &c

Moses Kboomin atty
for the Plff

Civil/Domestic Case File

Case No. 1837-CV-0012

No. 37-CV-12

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Thomas McLeung Defendant.

MAR TERM, 1837

JUDGMENT VS DEFENDANT

$667 22

Journal 1 Page 302

Record No. 3 Page 11

Ex. Doc. 1 Page 78

Union Com Pleas

Lyne Starling

v

Thomas McClung

Debt. Nav

Debt $665.06

Damg 2.06

Confessed by Mr Bates

Atty for Deft.

Execution to be stayed

'till next term

STATE OF OHIO,
Union **County, ss.**

Court of Common Pleas, of the term of March A.D. 1837

Union COUNTY, SS. In a suit amicably entered Lyne Starling by Starling & Gilbert his attorneys complains of Thomas McClung in a plea that he render to the said plaintiff the sum of Six Hundred Sixty five dollars and Six cents, which he owes to and unjustly detains from the said plaintiff

For this, to wit: that whereas the said McClung heretofore, to wit; on the fourth day of March in the year of our Lord one thousand eight hundred and thirty seven at the ~~within~~ said county, by his certain writing obligatory, sealed with his seal now here in court produced, the date whereof is on the same day and year aforesaid, acknowledged himself to be bound and indebted unto the said plaintiff, in the sum of Six Hundred and Sixty five dollars and Six cents above demanded, to be paid to the said plaintiff when he should be thereto afterwards requested.

Yet the said McClung although often requested so to do, to wit, afterwards, on said 4th day of March 1837 aforesaid, at Union County aforesaid, has not yet paid the sum of Six Hundred and Sixty five dollars and Six cents, above demanded, or any part thereof to the said plaintiff; but to pay the same or any part thereof to the said plaintiff the said McClung has hitherto wholly refused, and yet refuses to the damage of the said plaintiff, of One Thousand dollars; wherefore he brings his suit, &c.

By Starling & Gilbert *Plaintiff's Attorney*

Lyne Starling

vs

Thomas McClung

Bond & Mas atty

To Lyne Starling Jr. Esq. and to any Attorney of record in the State of Ohio, or elsewhere.

I hereby authorise and empower you, in my name to appear before any Court of the State of Ohio, or elsewhere, of competent jurisdiction, whether such Court be of record of not, and in my stead to enter an amicable action in debt, at the suit of Lyne Starling

and therein to receive a declaration upon a certain bond, or writing obligatory, bearing date on the fourth day of March A. D. 1837, by me sealed and delivered to the said Starling for the sum of Six Hundred Sixty five dollars, and fifty five cents, and to suffer judgment to be rendered against me by default, *cognovit, nil dicit, non sum informatus*, or otherwise, for the sum of Six Hundred and Sixty five dollars and fifty five cents, debt, and for such damages as from said bond may appear due at the time of rendition of said judgment, and to release all errors of such judgment. and waive all benefit of appeal

Witness, my hand and seal this 4th day of March A. D. 1837.

Thomas McCleary Seal

Know all men by these presents, That I Thomas McCleary of Union County Ohio am

bound and indebted unto Lyne Starling in the sum of Six Hundred Sixty five dollars, and fifty five cents, well and truly to pay which to the said Starling his executors, administrators or assigns, I hereby bind my self my heirs, executors, and administrators, firmly by these presents.

Witness, my hand and seal this 4th day of March A. D. 1837.

Thomas McCleary Seal

Union Com. Pleas

Lyne Starling
vs } fi fa
Thomas McLung

~~Judgt Debt~~ & dam.

Costs	7,094
Judgt debt	$665,06
Damages	2,66
this writ	35
	$675,16¼

Serv —	35
Mil —	50
	85

Filed Sept 28 1837
Chs. H. Gill Clk

Rec'd June 15th 1839 Discharged forthwith to
Search for property and found none, neither
Goods nor lands

C. 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 & chattels in your bailiwick of Thomas McLung the sum of six hundred & seventy four Dollars eighty one cents, 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 Lyne Starling recovered of the the said Thomas McLung with interest thereon from March 29th 1837 until paid. 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 in your bailiwick of the said Thomas McLung and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said Lyne Starling. and have you then there this writ

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

James W. Gill Clerk C.P.

Civil/Domestic Case File

Case No. 1837-CV-0013

No. 37-cv-13

Union Common Pleas Court.

Hezekiah Bardick
Plaintiff,

AGAINST

Pausine Clark
Defendant.

APR TERM, 1838

JUDGMENT VS DEFENDANT

Journal 2 Page 4

Record No. 3 Page 118

Ex. Doc. Page

Ransom Clark
vs Transcript
A Bunchek
Filed March 29th 1837
Silas G Henry
Clk

Ransom Clark
vs
Hezekiah Burdick
Debt $ 27 - - 80

justice fees $1 - 50
constables fees $.2 - 27½
Witness on 1st trial $1, 00
on last trial $1. 50
and this copy 31½
$6.58¾

Suit brought account of thirty five Dollars
February the 1st 1837 Summons issued directed S W Hill Constable at the request of plantiff Subpoenas issued for John Calaway and Phillip Plumer
Subpoenas returned served by party
Constable returned Summons served by reading to defendant fees mileage 25 cts serving 10 cts S. W. Hill const..
Parties both attended and the defendant was not ready for trial both parties agreeing to adjourn the above suit until the 25th day of this month at 1. oclock. P.M.. of said day at the request of plantiff Subpoena issued for John Calaway served by party at the request of defendant Subpoena issued for Wm Sirpleys served by party and service verified by oath of party the witness failed to attend at the request of defendant attachment issued for Wm Sirpleys returned by party not served the above Cause adjourned untill the 22nd day of March 1837 at 2 oclock. P.M. both parties agreeing thereto and defendant agreeing to pay the costs on the above at the request of Defendant Subpoenas issued directed to S W Hill const.. for Wm.. Sirpleys Nathan Richardson John Calaway and George Thompson constable served Subpoenas on the three by reading and George Thompson by copy mileage $1,50 cents and serving 25 cents March the 21st 1837. S. W. Hill
The the parties being both present and ready for trial and from the testimony of John Calaway and from a settlement one one of the bills of particulars filed in the above suit it is adjudged that the plantiff recover a judgement against said defendant Hezekiah Burdick of twenty Seven Dollars and eighty three cents and costs of suit March the 22nd 1837
In the action of Ransom Clark against Hezekiah Burdick I Samuel Parnum do acknowledge myself bail for the appellant in the sum of Sixty four Dollars and eighty cents 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 and costs that may accrue in the Court of Common Pleas
Signed Samuel Parnum
Taken signed and acknowledged before me this 28th day of March AD 1837
Christian Myers — Justice of the Peace

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

do hereby certify that the within is a correct transcript of the proceedings and judgement in this cause before me given under my hand and seal this 28th day of March AD 1883

Christian Myers (seal)
justice of the peace

Union Common Pleas

Ransom Clark
vs
Hezy Burdick

assumpsit

Declaration

Filed April 22. 1887
James R. Gill
Clerk C.P.

State of Ohio } Union Common Pleas March
union County ss } Term 1837
Ransom Clark } in assumpsit Damages forty
vs } six dollars forty three cents
Hezekiah Burdick }

This Cause comes into Court on an appeal from the Docket of a Justice of the Peace And thereupon the said Ransom by P. B. Cole his attorney complains of the said Hezekiah in a Plea of assumpsit for that whereas the said Hezekiah on the 28 day of august 1834 at the County aforesaid became indebted to the said Ransom in the sum of $46.43 cents for the Price & value of divers goods wares merchandize & Chattles then & there bargained sold & delivered by the Plaintiff to the Defendant at his request

And whereas also afterwards on the day & year last aforesaid at the County aforesaid the Defendant was indebted to the Plaintiff in the sum of $46.43 for money then & there received by the Defendant for the use of the Plaintiff

And whereas afterwards on the day & year last mentioned at the County aforesaid the Defendant was indebted to the Plaintiff in the further sum of $46.43 for money found to be due from the Defendant to the Plaintiff on an account then & there stated between them

And whereas ~~on~~ the defendant afterwards on the 1st day of Dec. 1834 in consideration of the Premises then & there Promised to pay said several sums of money to the Pltff on request yet he hath disregarded his Promises & hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the Pltff $46.43 & thereupon he brings suit &c

P. B. Cole atty for Pltff

Union Com. Pleas

Ranson Clark
vs
Hezekiah Burdick

Filed May 12
A.D. 1837
J.H. Gill Clerk

Ransom Clark } Union Common Pleas March Term
vs } 1837
Hezekiah Kendrick } in assumpsit

Issue a subpoena returnable next Term for John Calloway as a witness in the above Cause on behalf Pltff

To the Clerk of Union Common Pleas

May 12. 1837

P. B. Cleveland
for Pltff

Union Com Pleas

~~Ransom C~~

Hezekiah Burdick

agns

Ransom Clark

Plea

Filed May 12.

1837

J. H. Gill

Clerk

Hezekiah Burdick
vs
Ranson Clark

Union Common Pleas March Term 1857

And the said Hezekiah comes and defends &c and say that he did not assume and promise in manner and form as the said Ranson hath declared against him and of this he puts himself upon the Country and the said Ranson doth the like

W C Lawrence Atty
D & T

Filed Oct 11th 1837

Jas. H. Gier Clerk

In the action of Ransom Clark against Hezekiah Bundick
I Ralph Graham acknowledge myself bail for the appellant
in the sum of Seventy five Dollars to be levied of my goods and chattels
lands and tenements in case the Defendant shall be condemned
in said action and shall fail to pay the condemnation money
and the costs that have accrued or may accrue in the Court
of Common Pleas

Ralph Graham

Taken and acknowledged
before me Oct 11. 1837
James H. Gill Clerk

Union Com. Pleas

H. Barnett
adv } State
R. Clark

Served by Reading
R. Clark Sheriff

Serv ——— 25
Mil ——— 80
1,05

Filed April 18. 1838
James H. Gibbs

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Nathan Richison and William Sumples to be and appear in this our proper persons before our Court of Com Pleas within and for said County of Union at the Court House in said County on the first day of their next term to testify in a certain action in said Court pending wherein ~~the~~ Ransom Clark is Plaintiff and Hezekiah Burdick is Defendant and this they shall in no wise omit under the penalty of the Law and have you then there this writ

Witness James H. Gee Clerk of the Court of Com. Pleas within and for said County this 15th day Feb 1838

James H. Gee

1834. Contra Cr. D. C.

Sept.	By 5 Pairs of Coarse Shoes 2.00	10.00	
	" 10 Pair Dito —	19.87½	
	By 1. Murrin Calf Skin —	2.00	
	" ½ Hip Skin —	1.50	
	" ½ Calfskin —	1.12½	
	" 2 Sides of Upper @ 3.37½ —	6.75	
	" 15 lb of Sole @ 25 —	3.75	
	" 1 Pair Mens Gloves —	" 75	
	" 1 Racoon Skin Tan'd —	" 31½	
		46.06¼	
May 2nd 1835	this day Canceled Boots with Ransom Clark and found I owe him —	25,00	
	the deal and Accompt of Recharge to be canceled here after		

The above is the bill of Particulars used in the trial of Ransom Clark vs Hezekiah Burdick on the 22nd of March 1835 — before me — Christian Rogers J.P.

15.00
27.18

1834. Ransom Clark Dr. Dr

Oct. 7th	To 1½ yds Bobinett @ 50	.75	
"	½ lb Tea @ 1.00	.50	
"	6 yds Shirting 15	.90	
	1 Pcg Judkins ointment	.12½	
23rd "	To 13 lb of Quails @ 10	1.30	
"	1 Beef hide 55½ lb @ 5	2.77½	
x "	1 Dito Dito 44 lb 5	2.20	
x "	1 Dito Dito 58 lb 5	2.90	
x "	1 Dry hide 26¾ lb 10	2.68	
"	10 lb nails 10	14.13	
"	6 sk silk 5	01.00	
"	1 Calf skin 8 lb 15	.30	
x "	1 hide 45 5	1.20	
		2.25	
		18.88	

125
100½
260
4,87½

13,56
4,87½
18,43½

John Galloway

Clerk } Depositaire
to
Berwick

1837

Deposition of John Calaway of Clabourn Town Ship in the County of Union Taken on the 10th day of Feb. 1857 between the hours of ~~ten~~ one and four in the afternoon of said at the office of Christian Myers a justice of the pursuant to a notice given to be read in evidence in a Cause pending before Christian Myers a justice of the peace Between Ransom Clark plantiff and Hezekiah Burdick defendant The said John Calaway being first duly sworn deposeth and saith that

Questions by plantiff

do you know any thing of a certain bill of particulars filed by R Clark in the above named suit ans. I do Quest. did you receive the property charged in said bill ans. I did receive that property

Quest. did you receive that property for the benefit of Burdicks Store in Richwood

Ans I did

Quest in what way was the property disposed of Ans it was sold as the other goods were and what money I got for said goods I put in to the store drawer and I sold the property the same as the other goods

Question did mr Burdick receive the avails of the sale of said goods

Ans. I consider that he did the same as the other goods exactly

Question here is a bill of credits exhibited do you know any thing about said credits

Ans I stated that I did the goods were got at different times by you or your orders in part payment on mr Clarks bill of parts here filed

Quest ~~do~~ do you consider the balance between the two bills due me

Ans -- I considered the store in debted to mr Clark to the amount of the difference between the two bills

Question does the writing on the bottom of a bill here filed exhibit the balance due me on settlement and was said settlement made while you was in the employment of said Burdick in the Store

Ans it was Sir

Quest what was the amount allowed for transporting hides and taking in the same

Ans - it was considered that $2 and some cents be allowed which left the balance $12.5

Questions by defendant

Did you consider that you was interested in the taking in of the hides charged in said Bill

Ans. I did not consider my self any more interested in the deal of said hides than I did in any other part of the store

Question who did you take in these hides for

Ans I took said hides in for the use of Mr Burdicks Store

Question did I not forbid your taking in said hides or doing business for Mr Clark on my account

Ans I do not recollect of mr Burdicks telling me so

Quest did you not agree to take the hides hatter and shoes on your own account and clear me

Ans. I think not

Quest. was I present at the time that you and mr Clark made your contract in said business

Ans. you was not

Questions by plantiff. Did Mr Burdick have you in the store to transact business in his absence such as buying and selling for the store

Ans. he did

John Calaway

Continued to another page

I Christian Myers justice of the peace for Millcreek Township in Union County Ohio do hereby Certify that John Calaway was by me duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by subscribed was reduced to writing by me the subscriber and taken at the time and place in the notice specified

Christian Myers
justice of the peace

Union Com. Pleas

Raymond Clark
v
Z Deb

A. T. Dunc Ad
Served by Reading
R Clark Sheriff

Serv ——— 25
Mil ——— 85
1,10

Filed April 18th 1838
James H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Phillip Plummer and John Calloway to be and appear in their own proper persons before our Court of Com. Pleas within and for the County of Union at the Court House in said County on the first day of their next term to testify in a certain action in said Court pending wherein Ransom Clark is Plaintiff and Ezekiah Barnick is Deft and this they shall in no wise omit under the penalty of the Law and have you then there this writ Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 15th day of Feb 1838

James H. Gill Clk

Union Com. Pleas

F. Burdick

acc

R. Clark

Summons

Serv by Reading

April 13th 1838

R Clark Sheriff

Serv —— 37½

Mel —— 80

1,17½

Filed April 18 1838

James H. Gillett

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon David Hawk Isaac Richardson, & John T. Brockins to bring with him the merchant books of Hezekiah Burdick late merchant of Richwood

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next term, to testify and the truth to speak on behalf of Hezekiah Burdick in a certain matter in controversy in our said Court depending: wherein Ransom Clark is plaintiff, and Isaac Burdick defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 10th *day of* April *A. D.* 183 8

James H. Gill *Clerk.*

Served by Reading
June 1st 1837
R. Clark Sheriff
Serv — 30
Mile — 75
1,05
Filed June 2, 1837
J. H. Gray Clerk

State of Ohio Union County ss

To the Sheriff of said County
Greeting We command you to
summon Nathan Richeson
David Hauk and Wm Surplee
to be and appear before the
Judges of our Court of Common
Pleas at the Court House in said County
on the first day of their next term
to testify what they may know in
in a certain action in said Court pending
wherein Ransom Clark is Plaintiff and
Hezekiah Bardick Defendant and this
let them do under the Penalty of the
law Witness J. R. Swan President Judge
of our said Court of Common Pleas this
31st day of May 1857

James H. Gill Clerk

Union Com. Pleas
Ransom Clark
vs } Suppoena
Hezekiah Burdick

Served by Copy
May 30th 1837
R Clark Sheriff

Ser	10
Copy	12½
Mil	85
	1,07½

Filed May 31. 1837
J. H. Gill Clk

State of Ohio Union County ss

To John Calloway Greeting, We command and strictly enjoin you that laying aside all manner of business and excuses whatsoever you be and appear in your own proper person before the Judges of our Court of Common Pleas of the Said County of Union at the Court House in Said County on the 1st day of June next at ten oclock forenoon then and there to testify what you ~~and each of~~ may know in a certain action in Said Court pending wherein Ransom Clark is Plaintiff and Hezekiah Burdick Deft and this do you under the penalty of the Law

Witness D. K. Swan President Judge of our Court of Common Pleas of said this 12th day of May A.D. 1837

Attest James H. Gill Clerk

Union Com Pleas

Ransom Clark
v } Subpoena
Hezekiah Burdick

Served by Reading
Sept 15th 1837
R Clark Sheriff

serv — 12½
Mil — 85
97½

Filed Sept 28 1837

Jos. H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon John Calloway to appear before the Judges of our Court of Common Pleas within and for the said County of Union at the Court House in said County on the 3d day of October next at ten oclock forenoon then and there to testify what you may know in a certain action in said Court pending wherein Ransom Clark is Plaintiff and Hezekiah Burdick, and this let him do under the penalty of the Law Witness A. R. Swan President of said Court this 11th day of Sept 1837

James H. Gill Clerk

Article of an
agreement between
Henry Rich Bush
&
John Calloway

An article of an agreement made and confirmed this the fourth day of August A.D. one thousand Eight hundred and thirty four, by and between Hezekiah Burdick of the one part and John Callaway of the other part, said Burdick on his part doth agree to employ said Callaway to act in his store for the consideration of the one fourth part of the proffits arising from said store, after deducting the one half the proffits of seventy dollars, that said Callaway has paid into said store by said Callaway finding himself, that is bearing his own expenses, said ~~Burdick~~ Callaway on his part doth agree to act in said ~~store~~ Burdicks store for the consideration of the one fourth part of the proffits arising from said store after deducting out the one half of the proffits of seventy dollars, that he has paid into said store — said Callaway doth further agree to act in said store, and do all the business in the store or if he cannot do said business he is to be at the expense of getting it done

Test

Levin H. Hastings

Hez Burdick Seal

John Callaway Seal

Union Com Pleas

Hezekiah Burdick
vs } Specific performance
Ransom Clark

Filed Sept 11th 1837
S. H. Gill Clerk

Hezekiah Burdick } ll Com Pleas
vs
R Clark

Clerk will issue Subpoena for
Nathan Richardson and Dorfe pltff
Surplis land

to testify and the truth to day
on behalf of Dft at next term W. B. Lawrence
Atty for Dft

Union Com Pleas

Ezekiah Burdick
adv } Subpoena
Ransom Clark

Serv —— 37½
Copy —— 15
Mil —— 75
$1,27½

Filed Sept 28 1837
Jas. H. Gill Clk

Received by Ezekiah Burdick & H. Ransom Clark
and by Copy to Ransom Clark
Oct 15th 1837
C Clark Sheriff

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Nathan Richison
~~and wife~~ William Sunplis and David Hauk

To appear before the Judges of the Court of Common Pleas within and for said County of Union at the Court House in said County on the third day of October next at ten o'clock forenoon then and there to testify what they and each of them may know in a certain action in said Court pending wherein Ransom Clark is Plaintiff and Hezekiah Burdick Defendant. and this they shall in no wise omit under the penalty of the Law

Witness Jos Swan President of said Court this 11th day of September 1837

James H. Gill Clerk

4643
1386
3257

R Clark
vs
H Burdick
Plaintiff
Bill of Particulars
Cost bill made
Recorded

Thos Burdick
vs
Benjamin Clark
Dr. shown a Contract $46.43
Cr. at different times in the year 1834
$46.43
$21.50
24.93

Hezekiah Burdick Dr to Ransom Clark

August	28th	1834	to 4 pr Shoes at 2,00 pr pr	$8,00
"	"	"	" 1 Do Do 1,87½	1,87½
Sept	8	"	" 1 Do o'r Hiffe Skin	3,00
Oct	13	"	" 2 Sides of upper Leather	6,75
"	"	"	" ½ Hiff Skin	1,50
"	"	"	" 5 pr Shoes at 2,00 pr pr	10,00
	"		" 3 Do Do 2,25 Do	6,75
"	"	"	" 1 Do Do 1,75 Do	1,75
"	"	"	" 1 Do Do 1,50 Do	1,50
"	23	"	" 17 lb Sole Leath	4,25
"	27	"	" 1 Coon Skin	" 38¼
		"	" 1 pr mens Gloves	
				$45 68¾
				75
				$46,43¾
				18 88
				27 55¾
				2,62½

interest on $24,00 for 1 year 9 months

4643
1880
2755

Hezekiah Burdick Cr

Jan	30	1834	by 3 Ladies Mf 53 = 44 = 58	$7,85
"	"	"	" 1 Do Duck 26½	2,67½
Dr	1	"	" 1 Lady Stain Dongola 7½	1,05½
			" " Mf 44	2,25
				13.86

Civil/Domestic Case File

Case No. 1837-CV-0014

No. 37-CW-14

Union Common Pleas Court.

Wm Warrington
Plaintiff,

AGAINST

Isaac Wilung,
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT
$17.00

Journal 2 Page 30

Record No. 3 Page 154

Ex. Doc. Page

Union Com Pleas

Wm Warrington

vs Transcript

Jesse McLung

Filed March 29 1837

D G Strong Clk

Jesse McLung

Union Com. Pleas

W. Warrington

v

Thos McLung

Filed June 30 1837

James H. Gill Clerk

June 5 1837

In the action of Wm Warrington against Isaac McLung I. Hugh Thompson acknowledge myself bail for the appellant in the sum of thirty dollars to be levied of my goods chattels lands and tenements in case the defendant should be condemned in the action and shall fail to pay the condemnation money and the costs that have accrued or may accrue in the Court of Common Pleas Hugh J. Thompson

Taken Signed and acknowledged on this 30th day of June A.D. 1837 before me James H. Gill Clerk C.P.

Wm Warrington
vs
Isaac M. Sims
Filed April 9th 1838
James H. Clerk

Recorded

JUL TERM. 1838

State of Ohio
Union County ss

Court of Com Pleas Union Com
Oct term 1838

William Warrington Complains of Isaac McSuey in a plea of assumpsit for that whereas the said Isaac on the first day of Nov in the year 1836 at the County aforesd was indebted to the William in the sum of twelve dollars for the price and value of goods then and there Borgained and sold by the said William to the said Isaac at his request ~~and in the~~ sum of twelve dollars for the price and value of work then and there done by the plaintiff for defendant at his request and in the sum of twenty dollars for money then and there received by defendant for the use of the ~~plaintiff~~ ~~defendant~~ Also for that whereas the said Isaac on the first day of Nov in the year last aforesd in Consideration that the said William at the request of the Isaac had permitted had permitted him ~~[illegible]~~ to hold and occupy a certain house buildings and lands with the appertenances situate in Allen Township at the County of Union aforesaid ~~from the first day of March in the year 1835 to the first day of Nov 1836 he~~ the said ~~Isaac promised him~~ and which the said Isaac had accordingly used occupied and enjoyd for a long space of time then elapsed he the said Isaac promised the said William to pay him on demand so much money ~~than~~ as he reasonably deserved to have therefor and the said William avers that he reasonably deserved to have therefor the sum of thirty dollars ~~yet the said Isaac hath borgarded his~~ and whereas the defendant afterwards to wit on the day and year las aforesd in consideration of the premises then and there promised to pay the said several sums of money on request to the 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 the plaintiff thirty dollars and therefore upon he brings suit &c

W C Lawrence atty for pltff

Union Com. Pleas

Appeal Bond

Filed Oct 11th 1851

Ja. H. Gee Clerk

In the action of William Worrington against Isaac M Ing
I Hugh Thompson acknowledge myself Bail for the
appellant in the sum of fifty dollars to be levied of my
goods & Chattels Land & Tenements in case the appel
ant 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

Taken sequed and acknowledged in this twelfth day of
October in the year A D 1837 before me Hugh Thompson
Jas H. Lin Clk.

C. C. P. M C O

Warrington's
account
J. M. Cling

Isaac McLung Dr

To Wm Warrington

To the use of an improvement including house stable and farm land — $12.00

to money had and received for pltff	12 00
for work and labor	12 00
to one table	4 00

December The 15th 1836—

Wm Warrington vs Isaac McLung

Debt $30.00

Justice fees. 42½
Wt fees — $1.00
Const fees — 93¾
fees before adjournment

Justice fees. 22½
Const fees — .55.00
Wt fees — $1.50
for entering Judgm
25.00
3.83¾

Suit brought on account for $30.00 as per bill of particulars — to the use of an improvement including house stable and farm $12.00

to Mowing Road and swivel for work and labour — for Pebb — 12.00

to one Table 12.00

84.00

December The 15. 1836. on application of the Plantiff A summons issued returnable on the 21st inst at on o'clock P.M which was returned by J Dodds Constable duly served by copy — the Party attended Plantiff in Person the defendant by attorney an application of the defendant a fourment was granted until the 31st inst —

The Parties appeared, and ~~Witnesses~~ attended agreeable to a fourment and the Parties being ready for trial the witnesses was qualified and an agreement in writing was produced binding said Plantiff to clear and fence four acres of land as ten if he the ~~said~~ witness John Dassen being examined said he purchased said improvement for the term of one year of said defendant and agreed with said McLung to work or do labour on said ~~improve~~ ment to the amount of twelve Dollars for said term, the above said Wt also said he performed the labour agreeable to contract in making ditch and fencing chiefly and under the direction of said McLung — this term of one year above specified being fulfilled or expired — Wt George McHaffe being examined said he bought the above said improvement of the Plantiff for the term of three years for thirty Dollars or ten Dollars pr year said witness also stated the labour done by Dassen

was of little use to the improvement more than an inclosure for beasts it being in woods and void of grass — further John Mitticar witness supported the foregoing — Plantiff Pled that the labour done by Dassen under the direction of McLung did not advance the value of the improvement as it was not confined to the four acres, specified in the agreement therefore he claimed the twelve Dollars Dassen Paid the defendant — the Defendant Pled the instrument of writing was not legal and could not be received as evidence to hold said improvement and therefore was not indebted to the Plantiff — But these changes and satisfaction Place from year to year with the consent of the defendant there being no evidence to reverse the matter and the Plantiff still in possession of said premises — the Court is of opinion that the agreement should answer the purpose for which it was intended therefore Judgement is rendered against the defendant Isaac McLung for twelve Dollars and Cost of suit Jayed at ~~[illegible] four~~ Dollars seventy sixcts

December the 31st 1836

an request of the Defendant an appeal was given January the [illegible]

In the action of William Warrington against Isaac McLung & Thomas McLung acknowledge my self bail for the appellent in the sum of twentyeight Dollars to be levied of my goods and chattels, lands and tenements in case the appellent shall be condemned in the action and shall fail to pay the condemnation mannyand cost that have accrued or may accrue in the Court of Common Pleas January 9th 1837 Thomas McLung (Seal)

Taken signed and acknowledged on this day of January in the year 1837 Before me Aley McWilliams Justice of the Peace

State of Ohio Union County ss

I A McWilliams a Justice of the Peace within for the Township of Allen 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 [illegible] day of January 1837. Aley McWilliams Justice of the peace

Civil/Domestic Case File

Case No. 1837-CV-0015

No. 37-CV-15

Union Common Pleas Court.

Joseph Otis
Plaintiff,

AGAINST

Silas G Strong,
Defendant.

JUN TERM. 1837

$357 00

Journal 1 Page 318

Record No. 3 Page 3-4

Ex. Doc. 1 Page 81

Union Com pleas

Joseph Otis

vs 3 summons

Silas G Strong

Filed March 29th

1837 Silas G Strong

bill

March 29. 1837. Scire summons sent

Attest Silas G Strong

State of Ohio Union County ss-

To the Sheriff of Union County Greeting

We Command you to Summon Silas G Strong To appear forthwith before the Honorable the Judges of our Court of common Pleas To answer unto Joseph Otis in a plea of Debt $351.00 Damages $300 & Have you then there this writ

Witness the Honorable J. R. Swan President of our Court at the Court House in Marysville the 29th of March 1837

Silas G Strong Clk

Number. Oths

Joseph Ohl
v
Silas G. Strong.
Sur. & Ant.

Filed March 29th 1837
Silas G Strong
Clk

Imp. debt 351
Dm 70.46

Cost bill made

The State of Ohio
Union County ss. } Union County Court of
Common Pleas March
Term 1837 —

Joseph Otis complains of Silas G. Storey in a plea of
Debt for that whereas the said Silas G. Storey
on the 1st day of November AD 1833 at Marysville
in 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 Joseph
Otis and thereby then and there bound himself
to pay to the said Joseph Otis or to his order
the sum of Three hundred & fifty one
dollars with interest from date at the Banking
House of the Franklin Bank of Columbus
in three years after the date thereof which person
is now Clapham — yet the said Silas G. Storey
hath not paid the said sum of money
nor any part thereof To the damage of
the said Joseph Otis Three hundred
dollars and therefore he brings suit &c

By G. Swan
his atty.

Union Com Plas

Joseph Oles
vs
Silas G Thing } Pracipe

Joseph Otis
v
Silas G. Story & al Debt

Issued a summons returnable forthwith - Debt
$351 - Damages $300 - Finding sent brought a
a suit on a bill for $351 limited from date due on
Nov. 1. 1833 at 3 years -
March 29. 1837.

G. Sewall
atty for pltff

Rec'd June 14th 1837

August 1st 1837 Rec'd Cash $40,00

August 8th Levied on one [redacted] Mare and three Stacks of Hay no more goods found

August 9th Levied on in Lots No 30-31-42 and appraised the same by the oaths of S B Johnson & Lee & S McLane at $400 Dollars Advertised to sell lots on the 30th Sept and Goods on the 29th Sept 29th 1837 proceeded agreable to advertisement to sell the Mare & hay to Favor Shiven the highest bidder to wit the Mare at $100

one stack of Hay —	3,50
" " " —	3,50
" " " —	7,00
and no payment —	$24,00

offered the lots for sale agreable to advertisements and got no bid

Sept 30th 1837 R Clark Sheriff

Union Com. Pleas

Joseph Otto
vs
Silas A. Strong

Judgt. &c	$ 35,00
Damages	15,46
Costs	7,01½
	35
Disbrs't	3,00
	$ 43,38½

Jennie — 35
Insurance — 100
Appraisers — 150
Advertising fee 2,00
Dat n with fees 2,25
Dat's Chattels 1,50
Poundage — 1,25
$10,25½

Received June 1837
Oct 24th Clerk 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 Silas G Strong the sum of four hundred and thirty four Dollars twenty two cents which by the Judgment of our Court of Common Pleas within and for the County of Union at the June term thereof A D. 1837 Joseph Otis recovered against the said Silas G Strong with interest thereon from June 1st 1837 until paid 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 Silas G Strong and have that money and the accruing costs before our said Court of Common Pleas on the first day of their next term to render unto the said Joseph Otis and have you then there this writ

Witness P. R. Swan President Judge of our said Court of Common Pleas this 14th day of June 1837

James R. Gill Clk C. P.

Filed Nov 1st 1834
Nov 14th Proceeded to Tax A for costs and Challenged
and found more — Nov. 27th Levied on one
Bay horse no more property found
Sold 10th Bid 100 Dollars in hand of Thos
R. Clark Sheriff

Union Com. Pleas

Joseph Otis
vs fi fa
Silas G. Strong

Judgt & Costs	433.88½
Costs of Increase	3.50½
This writ	35 quintum
	$437.74

Credits

August 1. 1837	$40.00
Sept 29. 1837	24.00
	$64.00
Serve	35
Bound	200
Mil	2.40

Filed April 20. 1838
James H. Gillelen

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you as hereto fore that you cause to be levied of the goods and chattles in your Bailiwick of Silas C. Strong the sum of $433,88¼ which by the Judgment of our Court of Common Pleas within and for the County of Union at the June Term thereof 1837 Joseph Otis recovered against the said Silas C. Strong, and Interest thereon from June 3d 1837 until paid. also the further sum of $3,50¼ the costs of increase on said Judgment, 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 Strong and have that money before our said Court of Com. Pleas on the first day of their next Term to render unto the said Joseph Otis and have then there this writ.

Witness James H. Gill Clerk of the Court of Com. Pleas within and for said County this 20th day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1837-CV-0016

No. 37-CV-16

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Charles Rathbone et al
Defendant.

JUN TERM 1837

JUDGMENT VS DEFENDANT
$220 23

Journal 1 Page 318

Record No. Page

Ex. Doc. Page

Union Com pleas

Franklin Bank

vs Precipe

Charles Rathbone

Filed March 29 1837

S G Strong Clk

The President Directors & Company
of the Franklin Bank of Columbus

vs

Charles Rattbone
John Rattbone
& James Hall

} Assumpsit

Issue a summons returnable forthwith —
Damages $100 — Judgment bought on
a note dated March 17. 1836 for $300
at 6 months —

G. Sm
Atty for Plff

Forth Clk.
C. C. P.

Franklin County

Union Com Pleas

Franklin Bank

vs } Summons

Chas Rathbone et al

Served by Copy ~~left~~ by Reading to Charles Rathbone and James Hill

John Rathbone not found in this County

R. Clark Sheriff

Serv	65
Copy	30
Mil	60
	2,55

Filed March 31. 1837

S G Strong Clk

Cost bill made

Suit Brought on a note dated Mar 27 1836 for $300 at 6 months.

S Draw atty for Pltffs

To Clerk C C P

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting We command you to Summon Charles Rathbon John Rathbon & James Hill to appear forthwith before The Honorable the Judges of our court of common Pleas within and for the County of Union and State of Ohio at the court House in Marysville To answer to the President Directors and company of the Franklin Bank of columbus in a Plea of Of=sumpsit Damages $600 - and Have you then there this writ

Witness The Honorable Joseph R Swan President of our said court at the court House in Marysville this 29th Day of March A D 1837

Silas G Strong Clk

Wm County

Fr. Bank

v

Charles Rathbone defdt
impleaded with Thos Rathbone

Wm. Gist

Filed March 31 1837

A G Dixon C.N.R.

Ind. 220 75 cts

D

The State of Ohio, } Court of Common Pleas,

Union County, ss. } March Term, 1837.

The President Directors & Company of the Bank of the United States

Plaintiffs in this suit, complain of Charles Rutherford & James Worthington defendants in this suit, of a plea of Assumsit, &c.

For that whereas, the said Charles & James defendants on the 17th day of March in the year our Lord one thousand eight hundred and thirty six at the 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 the sum of Five hundred dollars and cents, in six months after the date thereof, which period has now elapsed; at the Chestnut Street Bank of Philadelphia and the said defendant 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 defendants afterwards, to wit, on the first day of March 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 six hundred 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 six hundred 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 six hundred 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 six hundred 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 six hundred 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 six hundred dollars, and therefore they bring suit, &c.

By G. Sloan
their atty.

Civil/Domestic Case File
Case No. 1837-CV-0017

No. 37-CN-17

Union Common Pleas Court.

Urbana Banking Co.,
Plaintiff,

AGAINST

John Turner et al
Defendant.

MAR TERM, 1837

JUDGMENT VS DEFENDANT
$432.00

Journal 1 Page 297

Record No. 3 Page 9

Ex. Doc. 1 Page 79

Union Commonwealth

Orleans Bank

vs } Decln on promissory note

P & J Turner & others

Filed March 29 1837.

A G Strong Clk

M K Chambers 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

John Turner & James Turner by the name of J & J Turner Enos Ward & Ransome Clark 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 Olver & Barnett their Attorney Complain that whereas the said John Turner & James Turner by the name of J & J Turner Enos Ward & Ransome Clark on the twenty fifth day of December in the year of our Lord Eighteen hundred & thirty two at Urbana Union County 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 jointly days after the date of the said Promissory note promised to pay to the President & Directors of the Urbana Banking Company or order at their Banking House in Urbana four hundred Dollars without deducation for Value received by them the J & J Turner Enos Ward & Ransome Clark & 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 J & J Turner Enos Ward & Ransome Clark 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 J & J Turner Enos Ward & Ransome Clark 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 J & J Turner Enos Ward & Ransome Clark altho often requested the said sum of four 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 J & J Turner Enos Ward & Ransome Clark have hitherto wholly refused & still do refuse to the damage of the said President & Directors of the Urbana Banking Company in the sum of five hundred Dollars & therefore they bring suit &c

Olver & Barnett Pltffs Atty

Urbana Banking Co

v

Ranson Blair
J & J Turner &
E Ward

Filed March 29
1837

M Strong Clk

WHEREAS, J. & J. Turner, Enos Ward and Ransom Clark are indebted to the President and Directors of the Urbana Banking Company by note for four hundred Dollars, dated Dec. 20. 1836 and payable ninety days after said date, ~~to the order of~~ to said Company or order at their Banking house in Urbana

Now, we do hereby authorize Moses B. Corwin or any other Attorney at Law in the State of Ohio, to appear for each of us in any court of record in said State, at any regular term thereof, after said note shall be due and unpaid, and either waive the issuing of process or acknowledge service thereof, accept a declaration against us either in joint or in several actions on said note and confess judgment against us in favor of the President and Directors of the Urbana Banking Company, or any other bona fida holder of said note for the amount of said note with the interest that shall then be due thereon, and all proper damages, protests and charges, with costs of suit; and thereupon to release all error in such proceedings and waive all benefit of appeal in our behalf, for which this shall be his especial warrant.

WITNESS *our hands and seals, this* 20th *day of* Dec. **1836.**

Test
R. R. McNemar

J. & J. Turner
Enos Ward
Ransom Clark

4080

J. J. Turner

400

20/23 Mar

Urbana Dec. 20. 1836

$400.

Ninety days after date we or either of us promise to pay the President & Directors of the Urbana Banking Company or order at their Banking House in Urbana Four Hundred dollars without defalcation, value Rec'd

J. E. J. Turner

Enos Wade

Delivered to the Coroner April 15th 1857
Proceed forthwith to search for
Property and found none
James W Stub coroner

Union Com. Pleas

Urbana Bank
v } Fi Fa
J. & J. Turner

Damages	$432.00
Costs	7,15½
This writ	,35
	$439,50½

Filed May 1857

James H. Gill Clerk

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 James & John Turner the sum of four hundred and thirty two Dollars Damages, and likewise the sum of seven Dollars fifteen and a half cents costs in this behalf expended, 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 Company recovered against the said James & John Turner with interest thereon from March 29th 1837 until paid, together with the accruing costs and for the want of goods and chattels that you cause the same to be levied of the lands and tenements in your bailiwick of the said James & John Turner 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 Urbana Banking Company and have you then there this writ

Witness S.R. Swan President Judge of our said Court of Common Pleas this 15th day of April A.D. 1837

Attest James R. Gill Clerk

Urbana Bank
vs Fi. fa
J. & J. Turner

Filed April 15th 1837

Urbana Bank

v

J & J Turner } Judgt March 1. 1837.

Judgment for pltff

John R Lamson

Ex Docket No 1. Page 130.

Indiana Bank

v

J. & J. of James Ewis Bank &
Ransome Clark

Damages	$400.00
costs	7.15
Execution	.32
	$41

Recd this writ Feb 1st 1842
No property found whereon
to levy W W Steele Sheff

Serv 35
Mile 5

Filed March 21, 1842
Jas. H. Gill Clerk

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 29th day of March A. D., 1837 The President and Directors of the Urbana Banking Co

recovered against John Turner James Turner by the name of ~~James~~ and J. Turner & Enos Ward and Rawson Clark

as well as the sum of Four hundred and thirty two dollars and cents, for this damages, as the sum of $7.15 for this 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 James Turner John Turner Enos Ward and Rawson Clark

you cause to be made the damages and cost aforesaid with interest thereon from the 29th day of March A. D. 1837 until paid. Also, the sum of $0.82 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 The President & Directors of the Urbana Banking Company

thereof 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 first day of February A. D., 1842

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1837-CV-0018

No. 37-CV-18

Union Common Pleas Court.

Clinton Banks
Plaintiff,

AGAINST

Samuel Tway et al
Defendant.

MAR TERM. 1837

JUDGMENT VS DEFENDANT
$448 18

Journal 1 Page 301
Record No. 3 Page 7
Ex. Doc. 1 Page 79

The President & Directors & Company of the Clinton Bank of Columbus

vs

Samuel Emery et al

Nan

Filed March 29th 1837 Silas G Strong Clk

N. H. Emery

STATE OF OHIO, } Union County, ss. } Court of Common Pleas, March Term, A. D. 1837.

The President Directors & Company of the Clinton Bank of Columbus Plffs

complain of Samuel Imay, Isaac Morris, John Long, Daniel Dusplinger and John Imay Defts

in a plea of assumpsit, for that, whereas the defendants on the thirteenth day of September A. D. 1837, at Union County, aforesaid, made their ~~promissory note~~ Bill of Exchange in writing, and thereby promised to pay to the plaintifs four hundred & sixteen 78/100 dollars four months after the date thereof; which period has now elapsed; and then and there delivered said note to the plaintifs and promised the plaintif 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 first day of January A. D. 1836, at Union County, aforesaid, was indebted to the said plaintifs in the sum of one thousand 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 one thousand 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 five 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 five hundred dollars, for money then and there lent by the plaintifs to the defendants at their request: and in five hundred dollars, for money then and there paid by the plaintifs for the use of the defendants at their request: and in five hundred dollars, for money then and there received by the defendants for the use of the plaintifs: and in five 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 defendant 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 one thousand dollars; and thereupon they bring suit, &c.

N. H. Swayne
Atty for Plffs

madison 3908

Sam'l Strong

$417.78 Jan 13/16

+44818

~~456.54~~

Judgt entered
by S. Sterling jr

$ 417.78. Columbus, Sept 13 1836

Four months after date, pay to the President Directors and Company of the Clinton Bank of Columbus, or order, at the Phenix Bank, New York Four Hundred & seventeen 78/100 dollars, for value received.

To R. J. Wharton
New York

Samuel Fway
Isaac Morris
John Long
his
Daniel D Druflinger
mark
John his Fway
mark

Frederick Hudelmeyer
Test

$ 417.78. Columbus, Sept. 13. — 1836

Four months after date, pay the President Directors & Company of the Clinton Bank of Columbus or order, at the Phenix Bank, New York. Four Hundred and seventeen 78/100 dollars, for value received.

To R. J. Wharton
New York

Samuel Fway
Isaac Morris
John Long
his
Daniel D Druflinger
mark
his
John Fway
mark

Know all men by these presents, That we Samuel Fway, Isaac Morris, John Long, D. Druflinger and John Fway of the County of Madison in the State of Ohio, and each of us, do hereby dispense with protest and notice to us, and each of us, in case of the non acceptance or non payment of the above bill of exchange, and do hereby nominate and appoint N. H. Swayne — attorney at law, or any other attorney at law, of any of the Courts of record of the State of Ohio, to appear for us, and each of us, in any Court of record, of the State of Ohio; and appear to a declaration or declarations against us, and each of us, in favor of the President, Directors and Company of the Clinton Bank of Columbus, and to confess judgment against us, and each of us, in favor of said the President, Directors and Company of the Clinton Bank of Columbus, at any time after the thirteenth day of January next, for the sum of four hundred and seventeen 78/100 — dollars, with interest thereon, after said last mentioned date, and also, the damages thereon, allowed by law, on protested bills of exchange, drawn on any person or persons, or body corporate, within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio; and also, for costs of suit. And our said attorney, or any other attorney of the Courts of record aforesaid, is hereby authorized and empowered for us, and each of us, to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid, to be by him confessed. And for doing all these things, and whatsoever may be necessary and proper, for confessing judgments as aforesaid, releasing errors and right and benefit of appeal, this shall be a full warrant, to our said attorney or any other attorney as aforesaid.

Witness our hands and seals, this thirteenth day of September 1836.

Samuel Fway
Isaac Morris
John Long
his
Daniel D Druflinger
mark

Clinton v Bank

v

Saml Thomas et al

The President Directors & Company
of the Union Bank of Columbus
vs
Samuel Imay, Isaac Morris
John Long, Daniel Durflinger
and John Imay

Issue an execution in the above cause, for four hundred & forty eight dollars and eighteen cents and direct it to the Sheriff of Madison County

returnable to next term.

To the Clk of Union Co.
March 29. 1837.

N. H. Swayne
Atty for Plffs

July 28th 1837 I levied on one Two horse Waggon Two Horse Beasts & one colt and Two sets of horse gears one saddle Two bridles and after giving more than ten days Notice of the time & place of sale by posting up five advertisements in the most publick Places in the County and sold the above described property on the 29 day of this Instant to Sold as follows to wit one waggon

to John Coulter for	$ 36 00
2 sets of Horse Gears do	33 1/4
Sold one Gray mare to James W Watson for	38 50
do 1 colt for	15.00
Sold one Mare to John McMullen for	16 25
do 1 Bridle	75
Sold to Calvin Anderson one saddle	25 1/2
Sold to James McDonald 1 Bridle	25
They being the highest & best bidders at said Sale	106 65
Sheriffs Fees	
Mileage 40	12 50
Levies 35	
advertising 1.50	
Poundage 2.25	
Keeping Horses 7.00	
Moving property 1.00	

No More property found whereupon to levy

William Warner Shff of Marion Co Ohio

Sheriff of Madison County

London Ohio

Marysville June 19

Received July 1837

W Warner Shff

Clinton Bank
v.
Levy and others
Filed Oct 14th 1837
Jas H. Gier Clerk

30

State of Ohio Union County ss

To the Sheriff of Madison County Greeting

We command you that you cause to be levied of the goods and chattels in your bailiwick of Samuel Tway Isaac Morris John Long Daniel Durflinger and John Tway the sum of four hundred and fifty five Dollars and twenty seven cents which by the judgment of our Court of Common Pleas within and for said County of Union at the March term thereof 1837 the President Directors and Company of the Clinton Bank of Columbus recovered against the said Samuel Tway and others with interest thereon from March 29th 1837. until paid 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 in your bailiwick of the said Samuel Tway Isaac Morris John Long Daniel Durflinger and John Tway 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 Directors of the Clinton Bank of Columbus and have you then there this writ

Witness I. K. Inman President Judge of our said Court of Common Pleas this 15th day of June 1837

James H. Gill Clk.

Judgt $	448,18
Costs	7,09
This writ	,35
	45562

Union Com. Pleas

Clinton Bank

v

Samuel Gray et als

Judgt	$448.18
Costs	7.09
costs of increase	13.10
Writ	.35
	$468.72

Credit on Execution returned

$106.65

Filed April 19th 1838

James H Gill Clk

Filed this 11th day 1838

There is no goods or chattels, lands or tenements

found within the County of to make the money

Nathan Warren Shff

by Alexander C

Shff

State of Ohio
Union County ss

To the Sheriff of ~~said~~ Madison County Greeting
We command you as heretofore we have commanded you that you cause to be levied of the goods and chattles in your bailiwick of Samuel Tway Isaac Morris John Long Daniel Dunflinger and John Tway the sum of Four hundred and fifty five Dollars and twenty seven cents - which by the Judgment of our Court of Com. Pleas within and for the said County of Union at the March term thereof 1837 The President Directors and Company of the Clinton Bank of Columbus recovered against the said Samuel Tway Isaac Morris John Long Daniel Dunflinger and John Tway with interest thereon from March 29th 1837 upon said, also the further sum of $13,10 costs of increase, 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 Defts and have that money before our said Court of Com. Pleas on the first day of their next Term to render unto the said Clinton Bank of Columbus and have then there this Writ

Witness James H Gill Clerk of the Court of Com. Pleas within and for said County this 8th day of February 1838

James H. Gill Clk

Civil/Domestic Case File

Case No. 1837-CV-0019

No. 37-CV-19

Union Common Pleas Court.

Lyne Starling Jr. Plaintiff,

AGAINST

William Thorpe et al Defendant.

MAR TERM 1837

JUDGMENT VS DEFENDANT

$727 29

Journal 1 Page 306

Record No. 3 Page 10

Ex. Doc. 1 Page 80

713.59
4 yr
2854.36
356.79
3211.15
713.59
745.70

713.59
1 yr
713.59
356.79
1070.38
713.59
1787.29

Lynn Starling & forge
vs. Ⓩ praecipe
William Thompson

Lyne Starling Jr for &c—

vs

William Sharp and Amariah S. Sharp
former partners trading under the firm of
Wm Sharp & Co

Assumpsit

Dam $1500—

Issue a Summons agst
the Defts returnable forthwith
Elimaley Dun &c. Plaintiff

= with endorsement but on a note of hand given by Defts to ~~Plaintiff~~
for the sum of Seven hundred thirteen dollars and fifty nine cents ~~at~~
Payable six months after date at the Franklin Bank of
Columbus Ohio, and dated July 1st 1836— and by the said
Elimaley Dun &c endorsed to Lyne Starling Jr the Plff
To the Clerk of Union Com Pleas
March 29th 1836

Starling & Gilbert
Attys for Plffs

Sylvester Sterling & George
vs
William Thorp & als

Filed March 30th 1839
Silas G. Strong
Clk

Lyne Starling Jr for &c
vs
William Thorp & Amariah S. Thorp late partners under the firm of Wm Thorp & Co

Assumpsit
Damages $1500

Issue a Summons agst

the Defendants relinquishable of writ, Endorse suit but on a note of hand given by Defts to Ellmaker Dunn & Co for the sum of seven hundred thirteen dollars and fifty nine cents, payable to the said Ellmaker Dunn & Co or order six months after date at the Franklin Bank of Columbus Ohio, and dated July 1st 1836, and by the said Ellmaker Dunn & Co endorsed to Lyne Starling Jr the pltff

To the Clerk of Union Com Pleas

March 29th 1837 — Starling & Gilbert
Pltffs Attys

I Charles Smeltzer Atty for William & Amariah S Thorp hereby waive the issuing process entering the appearance of the said Thorps and confess a judgment against them in favor of the above named plaintiff in the above cause in the sum of $727.29 — and by express agreement between the plaintiff and the said Smeltzer Atty aforesaid Execution is stayed until after the next Term of this Court — all error and right of appeal is waived — March 30th 1837 — Charles Smeltzer Atty for Defts

Lynn Stanley Jr forge
vs J Nar —

William Thorp et al
Filed Mar 30th 1837

Silas G Strong
Clk

State of Ohio } Court of Common Pleas.
Union County } March Term AD. 1837

Lyne Starling Jr complains of William Tharp and Amariah V. Tharp for that whereas on the first day of July eighteen hundred and thirty ~~five~~ six ~~were partners in trade~~ at Philadelphia town at the County of Union aforesaid were partners in trade under the name of Wm Tharp & Co and so being partners the said William Tharp & Amariah V. Tharp on the first day of July eighteen hundred and thirty six aforesaid at the Philadelphia town at the County of Union aforesaid made a certain promissory note in writing, and delivered the same to Ellenuah Dunn & Co and thereby promised to pay the said Ellenuah Dunn &c or order seven hundred ~~dollars~~ thirteen dollars and fifty nine cents in six months after the date thereof which period has now elapsed, and the said Ellenuah Dunn & Co then and there endorsed the same to the said Lyne Starling Jr 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 said Lyne Starling Jr, according to the tenor and effect thereof; yet the said Defendants have disregarded their promises, and have not paid the said sum of money or any part thereof; to the damage of the said plaintiff fifteen hundred dollars, and therefore he brings suit &c

By Starling & Gilbert
Attys for Plff

Received June 5th 1837 Thereupon the within
Levy on property and found none, which is returned
for Inquiry and Levy on Lands where found
for Attorneys instructions A Clark Sheriff

Union Com. Pleas

Lyne Starling jr for use
vs } fi fa
Wm Sharp &c

Amd. Damg.	$ 127,29
costs	1,15
this writ	,35
	$ 134,79
Serv	35
Mil	5
	40

Filed Oct 2 1837
Jas H Lee 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 Sharp & the sum of Seven hundred & thirty four Dollars and forty four cents; which by the Judgment of our Court of Common Pleas of the County aforesaid at the March term thereof A.D. 1837 Lyne Starling jr ~~&c~~ &c. recovered against the said William Sharp & Amazidh S. Sharp, with interest thereon from March 29th. 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 Wm. Sharp and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said Lyne Starling jr for &c and have you then there this writ

Witness D. K. Swan President Judge of our said Court of Common Pleas this 5th day of June AD 1837

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1837-CV-0020

No. 37-CV-20

Union Common Pleas Court.

John Reese
Plaintiff,

AGAINST

~~Jacob~~ Smeadley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$38 45

Journal 1 Page ~~5-3-4~~ 347

Record No. 3 Page 84

Ex. Doc. Page

Wm Ler. Pltf

John Rowe

vs

Saml. Smith

Ne Asst

Deft.

Jacob Fuerfuto

vs

Saml. Smith

Filed March 29th 1837

Silas G. Strong

Clk

D: 42.12

The State of Ohio,
Union County, ss.

Court of Common Pleas,
March Term, A. D. 1837.

~~Defendant in this suit,~~ to ~~answer unto~~
John Brown complains of Samuel Smith in a plea ~~plaintiff in this suit, of a plea~~ of
Assumpsit, &c. ~~For that whereas, the defendant on the~~ day of
in ~~the year of our Lord one thousand eight hundred and~~ thirty- ~~at~~
~~made~~ ~~promissory note in writing, and then and there~~
~~delivered the same to~~ ~~by the name of~~
~~and thereby, then and there, promised to pay unto the said~~ ~~by the~~
~~name foresaid, or order,~~ ~~dollars and~~ cents, in
~~date thereof; which period is now elapsed; and the said~~
~~by the name of~~ ~~then and there endorsed~~
the ~~same to the said plaintiff whereof the said defendant~~ then and there ~~had notice; and then and~~
~~there, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff~~
~~according to the tenor and effect thereof.~~

~~Also,~~ for that whereas, the said defendant ~~afterwards,~~ to wit, on the first day of March in the year of our Lord one thousand eight hundred and thirty six at the county aforesaid, was indebted unto the plaintiff in the ~~further~~ sum of one hundred dollars, for so much money before that time by the plaintiff lent and advanced to, and paid, laid out and and expended for, the defendant at his request; also in the further sum of one hundred dollars, for so much money before that time, then and there had and received by the defendant for the use of the plaintiff also in the further sum of one hundred dollars, for the price and value of goods then and there by the plaintiff sold and delivered to the defendant at his request; 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 and promised the plaintiff to pay him the said several sums of money when thereunto afterwards he should be requested so to do. Yet the defendant although often afterwards requested, has not paid said several sums of money to the plaintiff or any part thereof; but he to do so has altogether refused, and still does neglect and refuse, to the damage of the plaintiff one hundred dollars, and therefore he bring suit, &c.

By G. Swan
his atty

S. Smedley
acct
with
John Rowen

$39.74½
Int 20.54

Manfield
a
Debt &c
Ass.
March 29. 1837

Judgt by
default
42.12

There is an
attachment
in

Union
County —
Declaration
on the file
on it not
of acct

Appealed
July 8. 1837

London O. Jan. 5th 1837

1835	Mr Samuel Medley in acct wt J Rowe	
Jy 20	To balance on Merchandise	8.00
1836	merchandise 19-11mo 16	6.95
March 11	To balance on Leather	27.17
	Interest	3.62½
		$ 39.74½

The State Of Ohio
Madison County } ss Before me P. McSure a Justice of the peace for said County personaly Came John Rouse who deposeth & saith that the within Act is just & true as therein Stated as he verily believes —
Sworn to & Subscribed before me this 8th Sept. 1837.

P. McSure J.P. John Rouse

Pd 1½ cts paid by Rouse

The State of Ohio Madison County ss.

I John Moore Clerk of the Court of Common pleas of the County aforesaid do hereby Certify that Patrick McSure before whom the above affidavit appears to be made was at that time and still is an acting Justice of the peace duly commissioned and Sworn, within and for the said County of Madison that full faith and credit are due to all his official acts as such in all courts of Justice and elsewhere.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at London this eighth day of September AD 1837

John Moore Clerk

Union Bank Plaus
John Rouse
vs
Samuel Smith
Ja. McClure Defn

Fair .50 —

1833 **Samuel Smedley** to John Meade Dr

Nov	6	To deduction on shoes		25
	16	To 2 English niaccus at 37½ c = 75 & 1 pr socks - 31¼	1	06
		15 lb 8d nails at 10 cts = 1.50 & 1 Hdkff 56¼	2	06½
		3½ yds flannel at 56¼ yd = 1.97 & thread 12½	2	09½
		1 pr Blankets	5	00
		1½ lb thread at 50 cts = 75 cts & 2 botts 18¾ ea = 37½	1	12½
		9 pr brass butts at 20 cts pr 1.80 & ½ lb alum 12½ to - 6½	1	86¼
		1⅓ doz glass knobs at 100 pr Doz = 1.33⅓ & 1 pitcher 1.12½	2	45½
		3 window springs at 12½ ea	.	37½
Dec	2	To 1 German lock 1.25 & 8 cupboard locks 12½ ea 1.00	2	25
		15 lb nails at 10 lb 1.50 & 10 lb coffee at 20 cts = 2.00	3	50
		30 yards muslin at 22½ pr yd = 6.75 & 29¾ at 15½ cts = 4.61¼	11.	36¼
		2 pr socks at 31¼ = 62½ 1 lb pepper at 25 & ½ lb spice 25 = 12½	1	00
		8 yards calico at 37½ = 3.00 & 2 ounces cinnamon pr 18¾	3	18¾
		2 wain-ribbonds pr 87½ & ½ Box W. glass pr 3.50	4	37½
		2¾ yd jean at 1.12½	3	09½
		5 lb 8d nails at 10 cts = 50 & 7 pr brass butts at 20 cts = 140	1	90
		½ gross 1¼ In screws at 87½ gr	"	43¾
		1½ do ½ In do at 62½ gr	"	93¾
		4 pr 4 In butts at 20 cts pr		80
		2 brooms at 18¾ ea - 37½ & 1 shoe knife 12½		50
		1 Floor brush pr 87½ & 10½ lb Iron at 7½ cts 79½	1	66½
		28 yds curtain calico at 25 = 7.00 & 1 glass lantern pr 87½	7	87½
		5/8 lb tea 1.00 lb = 62½ & 4 doz screw at 12½ doz - 50	1	12½
		6 lb whiting at 10 cts = 60 & 1 pr ancirons 1.31¼	1	91¼
		18 Mackerel at 6¼ ea 1.12½ & 1 pr side combs 12½	1	25
		Amt paid James Armstrong	"	75
1834		12 lb cheese at 6¼ pr lb	"	75
Jan	25	To 1 German lock at 2.00 & 1 knob latch 75	2	75
		10 lb coffee at 20 cts 2.00 & 1 pr snuffers 50	2	50
		½ lb tea at 1.00 = 50 & 14 awl blades 2 ea = 28	.	78
		2 pr socks at 31¼ = 62½ & 1 pr mittens pr 37½	1	00
		1 bandana Hdkff 1.00 & 1 coffee pot 50	1	50
		1 drab shawl 87½ and candle moulds 37½	1	25
		Amount carried over	74.	74¼

1834	Samuel Amedley & John Rowe	Dr
	amount brought over	74 74¼
Jan 25	To 1 pocket knife 50 & 2¼ yds calico at 16⅔ = 38	.88
	10¼ lb feathers at 33⅓ = 3.42	3 42
	1 counter brush 31¼ & 1 pr shoe brushes 25	56¼
	amount pd a James Armstrong	.75
Apr 19	To 1 leghorn Bonnet 5.75 & 2 yds Ribbon pr 81¼	6 56¼
	1¼ yd Ribbon at 18¾ = 22¾ & 1 bolt wire 6¼	.29
	1 Fur Hat 7.00 & 3 yds cassinett & trimmings pr 3.37½	10 37½
Apr 26	1 scrub brush 56¼ & 8 heel balls pr 12½	68¾
	1½ oz sponge 18¾ & 4½ yds linen at 25 = 1.12½	1 31¼
	2 7/16 lb shoe thread at 43¾ 1.04 & 1 bolt wire & tape 12½	1 16½
	½ doz awl blades 12½ & 1 peck peaches pr 37½	50
	1 box blacking 12½ 1 lb shot 12½ & ½ lb powder at 37½ = 18¾	.43¾
	¾ yd Flannel at 50 = 37½ & 2 pr Hose at 56¼ each 1.12½	1 50
	12 sides upper leather pr	29 50
Aug 11	To 2 shoe knives at 12½ ea = 25 & 1 yd Mull Muslin = 75	1 00
	18 mackerel pr 0.93¾ & 1 large Jar = 50	1 43¾
Aug 30	To 200 lb sole leather at 24 cts pr lb	48 00
	1 calf skin	2 00
Oct 6	To 12 sides upper leather pr	29 00
	6 calf skins pr	15 00
Nov 30	To 30½ yds Muslin at 17½ cts pr yd 5.34½ & 1 yd Bonnet 75	6 09½
	2½ yds lace at 31¼ 78 & 1¼ candle wick 37½ = 47	1.25
	1 sausage stuffer 25 & 5 tumblers at 12½ ea 62½	.87½
	3¾ yds calico at 25 = 93¾ & 1 lb pepper 25½	1.18¾
	10 lb coffee at 18¾ = 1.87½ & 1 set pickled spices 75	2 62½
	16 yds Gingham at 40 cts = 6.40 & ½ lb tea 43¾	6 83¾
	2¼ yds Green Muslin at 18¾ = 42¼ & 1 pair mitts 25	.67¼
	4 Bowls at 18¾ ea = 75 & 5 lb beeswax at 16⅔ 83⅓	1 58⅓
	1 wooden Bucket = 68¾ & 1 Redding comb 12½	.81¼
	3 yds flannel at 50 = 150 & ferretting 09 cts	1.59
	1 pr woolen Hose = 75 & 1 pr socks 37½	1.12½
	1 pr over shoes 1.12½ & 1 bottle varnish 25	1 37½
	3 sides Harness leather at 3.00 cwt	9 00
	carried over	$262 15¼

Samuel Smedley to John Reem — Dr.

1834		To amount brought over	262 15¼
Mar	30	Taken bill for self Lady & horses 1½ day	3 25
1835		1 pair gloves mine at 6¼ cost	. 37½
Jan	20	To 10 ℔ coffee at 20 = 200 & 1 half bushel meal 50	2 50
		1 Broom	. 18¾
		12 sides upper leather for	28 00
		3 damage deer skins at 12½ cost	. 37½
		1 side Harness	3 00
			$299.84
		interest from Jan 20 1835 to Sept 8th 1837 = 2 yr 7 mos	47.17
		Total	$347.01
			309 18
		Balance Due	$37.83
		cost of suing & collecting	6 62½
			$38.45½

Contra — Cr

1833			
Nov	16	by 12 pr coarse shoes at 1.50 pr pr	18 00
Dec	2	by Balance on old Book	2 75
		6 pr coarse shoes at 1.50 pr pr	9 00
1834		1 fine pr shoes	2 00
Jan	25	by 14 pair coarse shoes at 1.50 pr pr	21 00
		2 gross screws Returned 1/2 g at 43¾ & 1/2 = 22½	1 37½
Apr	19	by 12 pr coarse shoes at 1.50 pr pr	18 00
	26	by 12 pr fine shoes 1.66⅔ pr pr	20 00
Aug	9	by 12 pr coarse shoes 1.50 pr pr	18 00
Dec	1st	by 12 pr coarse shoes 1.50 pr pr	18 00
1835		4 small lacks Returned at 12½ each	0 50
Jan	20	by 18 pair coarse shoes at 1.50 each	27 00
		1 pr fine	2 00
May	10	by cash Received pr Davis Reeves	25 00
Oct	30	by cash Received pr Jos Freeman	40 00
1836	Mar 29	by cash paid I. Reem	50 00
		by deduction on Harness as pr agreement	0 37½
			$273 00
		By interest on payments up to Jan 20, 1835	24 88
		entitled on the three payments since	11 30
		Total	$309.18

Civil/Domestic Case File
Case No. 1837-CV-0021

No. 37-CV-21

Union Common Pleas Court.

Ezephemiah Westlake
Plaintiff,

AGAINST

John Goldsbury
Defendant.

OCT TERM. 1837

JUD'G VS PLAINT'F

Journal 1 Page 342

Record No. No Record. Page

Ex. Doc. Page

Lethewick Whittaker
vs
John Dobsberry

Filed March 30 1837
D G Strong Clk

The State of Ohio Union County } Action of Trespass

Zephaniah Wattlake Pltff } November 11th AD 1836 a Summons

vs } Issued Returnable on the ~~on the~~

John Goldsberry Deft } 16th Instant at 10 o'clock A. M

Damage $ 1,00 } Which was Returned by P B Smith

Const Endorsed Served by Reading

Nov. 12th fee 22½ – At Request of

Plaintiff a Subpoena Issued for

George Wattlake John Elliott Sr

Margret Wattlake & Maria Martin

to attend as Witnesses Which was Returned

By P B Smith const endorsed Served by

Reading Maria Martin not found

fee 55 cents November 16th AD 1836

The parties & witnesses attended the Plain

tiff filed his bill of Particulars & defendant

Pleaded not Guilty Thereupon

The following witnesses were sworn &

Examined in behalf of Pltff. Georg Wattlake Mary Wattlake

John Elliott Sr. Abraham Amrine & James Rice &

Thomas Goldsberry & Welloby Goldsberry in behalf of the defendant

& after hearing the evidence & Pleadings it is considered

that the Plaintiff Recover of the defendant a Judgment

for the sum of one dollar & costs of suit

In the action of Zeboma Wattlake against John Goldsberry I Garrett Harness

do acknowledge my self Bail for John Goldsberry Appellant in the

sum of sixty dollars to be Levied of my goods & Chattels Lands & tenements

in case the appellant shall be condemned in the action of Trespass & shall

fail to pay the condemnation Money & costs that have been

recovered or that may accrue in the court of Common Pleas

(Signed) Garrett Harness

Taken signed & acknowledged this 24th day of November

AD 1836 before me S B Johnson J.P.

I certify the above to be a correct transcript from my

docket in the above cause March 30th 1837

S B Johnson J.P.

Costs of summons	12½
Subpoena for 4	24½
Swearing 4	24
Judgment	25
Satisfaction	10
Taking Bail	25
Transcript	31¼
	$ 1,56¼
const P B Smith	77½
Pltff witness fee	2,50
D. T.	1,00

Civil/Domestic Case File

Case No. 1837-CV-0022

No. 37-CU-22

Union Common Pleas Court.

Clinton Bank
Plaintiff,

AGAINST

Ransom Clark et al
Defendant.

JUN TERM, 1837

JUDGMENT VS DEFENDANT
#392 82

Journal	1 4	Page	322 176
Record No.	3	Page	46
Ex. Doc.	1	Page	117

Clinton Bank

vs

Ransom Clark et. al.

Mar

Filed March 30 1887
D G Strong Clk

$392.89

Cost bill made

Thayer & Bates

437

STATE OF OHIO, } Union County, ss. }

Court of Common Pleas, March Term, A. D. 1837.

The President Directors & Company of the Clinton Bank of Columbus

complain of Ransom Clark, Alexander Pollock and Olney Curry

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

And also—for that, whereas the said defendants, on the fourth day of October A. D. 1836, at Columbus to wit at Union County, aforesaid, was indebted to the said plaintiffs in the sum of five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request: and in the sum of five hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request: and in five hundred dollars, for the price and value of work then and there done, and materials for the same, provided by the plaintiffs for the defendants at their request: and in five hundred dollars, for money then and there lent by the plaintiffs to the defendants at their request: and in five hundred dollars, for money then and there paid by the plaintiffs for the use of the defendants at their request: and in five hundred dollars, for money then and there received by the defendants for the use of the plaintiffs: and in five hundred dollars, for money found to be due from the defendants to the plaintiffs 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 plaintiffs 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 plaintiffs five thousand dollars; and thereupon they bring suit, &c.

Swayne & Bates
Attys for Plffs

Seneca March 30th 1837
by Leaving a Copy of the
within Writ at the Dwelling
house of Each of the within
named Defendants

Serv[illegible]	$1.05
Copies	30
Milage	60
	1.95

James W Gates
Coroner

Union Com Pleas

~~Attachment~~

The Pres directors
of the Chuta Bank
v
Ramon Clark et al

~~Writ~~

Return of Service of the
within Writ

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

We Command you to summons Ransom Clark & Pollock & Otway Curry to appear before our Court of Commons 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 Dam $3000 and have you then there this writ Witnes I R Swan President of our Said Court this 29th day of March AD 1837

S G Strong Clk

Union 4245
Ransom Clark
$400 Jan 14/57

Sued
$392.89

1857 Feb 22 Rec'd Twenty Dollars

$ 400 Columbus, Nov 15th 1836.

Sixty days after date, we, or either of us, promise to pay to the President, Directors & Company of the **Clinton Bank of Columbus,** or order, at their Bank, Four Hundred Dollars, $\frac{X}{100}$ for value received.

[illegible]

A. Pollock

[illegible]

NOTE.—All the parties will sign the above at the right hand side in the inside only.

~~for ninety days~~

I wish to renew my Note by paying the interest I will pay one fourth each ninety days untill paid

[illegible]

Union Common Pleas

Clinton Bank

vs

Ransom Clark et als

Judgt	$312.89
Costs	9.07
Increase mit	2.90
	.35
	$405.21
Oct 27. 1837 Cr	75.00
	$330.21

Sewis 3 4

adver tisement 1.87½

Filed Oct. 26. 1838

Jas. H. Geiger Clk

Received this writ 31st 1838

advertised for sale on the 6th of October and offered for sale according to advertisement but no sale for want of bidders

A. W. Steele Constable

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 first day of June A. D. 1837 The President Directors and Company of the Clinton Bank of Columbus recovered against Ransom Clark Otway Curry and Alex Pollock as well the sum of three hundred and ninety two dollars and Eighty nine cents, for their damages, as the sum of $9.07 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 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 $2.90 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 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 31.
day of August A. D. 1838

Attest: James H. Gill Clerk.

Union Com. Pleas

Clinton Bank

vs No. 6

Ransom Clark
A. Pollock &
Otway Curry

Damages $392.89
costs 9.07
Increase 15.62½
unit .35

Filed Oct 6. 1840
Jas H Gill Clk

Affirmed and Mr. Bank
for amount of Judg
$2.25

Saml S Mar
Crier

Recd August 7th 1840

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 Ransom Clark Otway Curry & A. Pollock to wit one stove 1 clock Bureau quantity of upper leather quantity of sole leather lot of hose collars & a quantity of tan bark and those lands and tenements to wit 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 $392.89 damages and $8.07 costs

with interest thereon from the 11th day of October A. D. 1836 until paid. Also, $15.62½ 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 Ransom Clark A. Pollock & Otway Curry 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 Pltffs

15.62½
2.25
35
18.22½

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* 27th *day of* July

A. D. 1840.

Jas. H. Gill Clerk.

November 18 1839 Received
no goods or chattles
found 24th Levied in conjunction with
another execution in favor of the Clinton
Bank against Lord Lathrop et al upon
Lot No 5 in the Town of Marysville

Died to sell May 19 1840
Afford Property agreeable to
advertisement and found no Bidders
James L Ward
Coroner

Union Cond. Plaas
Clinton Bank
vs No. 11
Rawson Clark
& Pollock &
Marion County
Damages $ 392.89
Costs 9.00
Interest 16.62½
Atty 35
Fees 18.75
Fees 1.35
Filed May 20. 1840
J. H. Lee Clk

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 A. Pollock and Otway Curry to wit one Stove 1 clock. Bureau, quantity of upper Leather quantity of Sole Leather lot of Horse collars & a quantity of tan Bark

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 Four hundred and one dollars & 96/100

with interest thereon from the 11th day of October A. D. 1836 until paid. Also, $ 10.62½ increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said Said Defendants

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. 1837.

James H. Gill Clerk.

Received this writ Sept. 11th 1838
Based it levy on the following described goods
1 Stove 1 Clock 1 Bureau a quantity of rubber
belts a quantity of sole leather a lot of hoes
saddles and a quantity of iron bars and
endorsed for sale on the 14th of October and
offered for sale according to advertisement
but no sale for want of bidders
J. W. Stutt Sheriff

Union Common Pleas

Clinton Bank
v } No 16
Ransom Clark et al

Judgt	$392.89
costs	19.07
Increase writ	.35
	.35
	$402.66
Oct. 27 1837	75.00
	$327.66
Renewed	.35
levy	.35
advertisement	1.85
	2.55

Filed July 14. 1838
Jas H. Gill Clk

No 16.

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 third day of October A. D. 1837 The President Directors &c of the Clinton Bank of Columbus recovered against ~~Stephen M. Stain~~ Ransom Clark O. Curry & A. Pollock as well the sum of three hundred and ninety two dollars and Eighty nine cents, for their damages, as the sum of $ 9.07 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 Ransom Clark & Curry and A. Pollock 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 $ 0.35 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 &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 3d day of May A. D. 1838

Attest: James H. Gill *Clerk.*

Credit Oct 27th 1837 $ 75.00

Union Com. Pleas

Clinton Bank

vs

Random Clark et als

Damages	$ 390.89
Costs	9.07
Execution	10.62½
Writ	35
fee	2.25

No 13

1 Stove 1 clock & Bureau quantity of upper leather quantity of sole leather lot of horse collars & quantity of tan bark

The above is the property holden by virtue of former levy

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 first day of June A. D. 1837 The President Directors & Co of the Canton Bank of Columbus recovered against Ransom Clark Attorney Cuny and Alexander Pollock as well the sum of Three hundred and ninety two dollars and Eighty nine cents, for their damages, as the sum of $7.07 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 lately according to our command took into your hands and which you remain unsold as you have satisfied you cause to be made the damages and costs aforesaid, with interest thereon from the first day of June A. D. 1839, until paid. Also the sum of $10.66¼ 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: James H. Gill Clerk.

Union Com. Pleas

Clinton Bank
vs
Ransom Clark et als

Dams.	$392..89
Costs	9..07
Increase	5..47½
writ	..35

for Oct 27. 1837	$75..00
Oct 27 1838	77.00
this writ	35
advertising	1 87½
Filing 4/26	25. 1839

Chas. H. Gillette

No 18

Received this writ January 6th 1839
advertised for sale on the 2nd day of
March and offered for sale according to the
instrument that no sale for want of bidders
Obl Stute 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 first day of June A. D. 1837 The President Directors and Company of the Clinton Bank of Columbus

recovered against Ransom Clark Otway Curry and Alex. Pollock

as well the sum of Three hundred and ninety two dollars and eighty nine cents, for their damages, as the sum of $ 9.07 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as often heretofore that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Defendants which you hold by virtue of a former levy and which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 1st day of June A. D. 1837, until paid. Also, the sum of $ 54/c 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 & 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. 1838

Attest: Ja. H. Gill Clerk.

Union Com. Pleas

Clinton Bank

vs

Ransom Clark et als

Damages	$392.89
Costs	9.07
Increase	8.05
Mic	.35

Serv	35
advertising	8.75
Filing Judg	1.83

James H. Geis Clk

2.62½
.35
2.97½
8.05
10.62½

Received this writ of Sept 16th 1839
endorsed for sale on the 11th day of July
and offered for sale according to advertisement
but no sale for want of bidders

Daniel D. Steele Coroner

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 Resident Deputs 1 to. Clinton Bank Columbus recovered against Ransom Clark & Otway Curry and Alexander Pollock

as well the sum of Three hundred & ninety two dollars and Eighty nine cents, for Their damages, as the sum of $ 9.07 for Their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as often heretofore 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 & 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 $ 6.05 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 29 day of Apl A. D. 1839

ATTEST: Jas. H. Gill Clerk.

Union Com Pleas

Clinton Bank

vs } No 4 Ray 76

Ransom Clark

A. Pollock &

Otsego County

Damages	$392.89
costs	9.07½
Increase	18.22½
Int	.41
	18 65+
	1.60
	20.25+

Cr Oct 27. 1837 $75.00
" " " 1838 77.00
" Nov 20. 1840. 41.82/100
193.82

Rec Writ Apl 24. 1841. The property is sufficient in my opinion
Advertised property to be sold June 8. 1841. not sold for want of bidders
June 8. 1841 — Wm W Steele Sheff
service — 35
Advertising 1.25
1.60
Filed June 9. 1841
J 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 and chattels of Ransom Clark A. Pollock and Otway Curry (to wit) 1 stove 1 clock Bureau quantity of upper leather quantity of sole leather lot of horse collars and a quantity of tan bark. and 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 & Co of the Clinton Bank of Columbus the sum of three hundred and ninety two & 89/100 Dollars Damages and $2.07 costs &

with interest thereon from the three day of June A. D. 1837 until paid. Also, $15.22½ increase of costs, which late in our said Court the said Pltfs recovered against the said Ransom Clark A. Pollock and Otway Curry

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 The 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 21st day of April A. D. 1841.*

James H. Gill Clerk.

392.89
9.07½
401.96½

Union Common Pleas.

Clinton Bank
vs.
Ransom Clark, J. Pollock
& Otway Curry.

Damages,	$392.89
Costs,	9.07
Interest,	29.53
This writ,	0.41

Credits

Oct. 27, 1837,	$75.00
" " 1838,	77.00
Nov. 20, 1840,	41.82

Levy	35
Mile	05
Inquest	1.00
Aff. Ret.	15
Adv'g.	1.50
	3.00
New Appraisement	4.50
	4.50

Filed Jan'y 1st 1843
John Kapsie Clk

Advertised the within property for sale July 1st 1843.
Offered the same agreeable to advertisement being
previously appraised the same by the Oath of Mr Johnson
E. G. Sim, & Mr H. Frank No 8. at $1166. & No 5 at $534.
but not sold for want of bidders. July 1. 1843
W. W. Steele 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 Ransom Clark, Alexander Pollock and Otway Curry, to wit: In lots Nos. 5 and 8 in the town of Marysville; and before sale, to 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 $392.89 Damages, and $9.07 costs,

with interest thereon from the 1st day of June, A. D. 1837, until paid, Also, $ 29.53 increase of costs, which late in our said Court the said President, Directors & Co. of the Clinton Bank of Columbus, recovered against the said Ransom Clark, Alexander Pollock & Otway Curry, 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 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 aforesaid, this 16th day of May, A. D. 1843.

John Cassil, Clerk.

Union Common Pleas.

Clinton Bank
vs.
Ransom Clark, Alex. Pollock &
Otway Curry.

Damages,	$ 392.89
Costs,	9.07
Interest,	26.97
Writ,	0.41

Credits:

Oct 27, 1837,	$75.00
" " 1838,	77.00
Nov. 20, 1840,	41.82

Recd this writ Nov. 19. 1842
The property is sufficient in my opinion to satisfy the debt offered the same ~~W W Steele Shff~~ March 25. 1843. for sale, having previously advertised, according to law not sold for want of bidders

W W Steele Shff

Serv	35
Mile	05
Adv'tg	1.75
	2.15

Filed March 27th 1843
John Cofil Clerk

26.97
4.15
41
29.53

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 Ransom Clark, A. Pollock and Otway Curry, to wit: In lots Nos. 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 & Co. of the Clinton Bank of Columbus, the sum of three hundred and ninety two dollars & eighty nine cents damages, and $9.07 costs, —

with interest thereon from the first — day of June, — A. D. 18 37, until paid. Also, $26.97 increase of costs, which late in our said Court the said President, Directors & Co. of the Clinton Bank of Columbus, recovered against the said Ransom Clark, Alexander Pollock and Otway Curry, — 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 debtors, 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 McCune~~ John Cassil, Clerk of said Court, at the court-house aforesaid, this 18th day of November, A. D. 1842.

John Cassil, Clerk.

Received this writ of April 18th 1845 — The property in this writ mentioned I offered for sale, having previously advertised as the directs but no sales for want of bidders

May 26. 1845.

Wm. M. Robinson Sheff
W.C.O.

Ex. Docket No. 2 page 31

Clinton Bank
vs
R. Clark, A. Pollock
Otway Curry

Damages	$ 392 89
Costs	9 07
Interest	37 72
Writ	41
	$445,09

Credits

Oct 27th	1837 —	$ 75.00
"	1838	77.00
Nov. 20	1840	41.82
		$193,82

Serv	35
Mile	05
Ad —	25
	65
Ret fee	1.50
	2.15

Filed May 28th 1845.
Joshua Capoil, Clerk

N B

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 Ransom Clark, to wit in lots Nos 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 & Company of the Clinton Bank of Columbus the sum of three Hundred and ninety two — — — dollars and Eighty nine cents, for their damages, together with $ 9,07 for their costs, with interest thereon from the 1st day of June A. D. 1837 until paid, which late in our said Court the said Plaintiffs recovered against the said Ransom Clark, Alexander Pollock & Otway Curry as of record is manifest. Also, $ 37,72 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

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. I offered the property for sale on the 25th day of June 1844. at the Door of the Co House in Maysville Having previously advertised the Same according to Law No Sale for want of bidders

June 25. 1844.

N. W. Steele Sheriff

Mason Circuit Clerks Ofc 2.31

Christian Peale

vs

Peter Clark

& Defendants

Dam. & cost $392.89

9.00

costs

Accrue 34.75

Ohio Bank .41

Accrue

Oct 27. 1837 $1.00

" 1838 1.00

Nov 20 1840 41.82

Clerk Fees 35

Mile 05

Log 25

65

Pr. fee 1.50

2.15

Filed June 29. 1844

John Francis Clerk

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 Ransom Clark, Alexander Pollock and Otway Curry to wit; In lots Nos 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 President, Directors & Company of the Clinton Bank of Columbus, the sum of Three hundred and Ninety two dollars and Eighty nine cents, for their damages, together with $ 9, 07 ——— for ~~the~~ their costs, with interest thereon from the 1st day of June A. D. 1837 until paid, which late in our said Court the said President, Directors & Co. of the Clinton Bank of Columbus, recovered against the said Ransom Clark, Alexander Pollock and Otway Curry as of record is manifest. Also, $ 34, 75 ——— 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 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 second day of May A. D. 1844

John Cassil ——— CLERK.

Rec'd Nov 30. 1843. Offered property for sale Jan 27. 1844
(having previously advertised the same according to law) but from no
bidding from the defendant, of the property & from Recs of Deft
the Prop is sufficient in my opinion to pay the debt

M W Steele Sheff

Serv 35
Mil 5
Advty 25
Fr. fee 75
Sale 1.40

Nov 2 1831

Union Com Pleas Ex doc

Clinton Bank

vs

R Clark
A Pollock &
C Curry

Damages	$392.89
Costs	9.07
Increase	32.94
This writ	.41

Credits

Oct 27. 1837.	$75.00
" " 1838.	77.00
Nov 20 1840	41.82

Filed March 2d 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 lands and tenements of Ranson Clark Alexander Pollock and Otway Curry, to wit: In lots Nos. 5 and 8 in the town of Marysville; ~~and begin~~

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 ~~$392.89 Dollars hundred~~ and ninety two dollars and Eighty nine —— cents, for their ——— damages, together with $9.07. ——— for ~~his~~ their costs, with interest thereon from the 1st day of June A. D. 1837 until paid, which late in our said Court the said President, Directors & Co. of the Clinton Bank of Columbus, ——— recovered against the said Ranson Clark Alexander Pollock & Otway Curry as of record is manifest. Also, $ 32,94 ——— 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 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 30th day of November A. D. 1843

John Cassil —— CLERK.

Execution docket No 1 Page 76

Clinton Bank of Columbus

vs

Ransom Clark
A. Pollock &
Otway Curry

Damages	$392.89
costs	9.07½
Increase	20.25½
writ	.35

6. Oct. 27. /37 $75.00
" " " /38 $77.00
Nov 20/40 41.82

Received this writ Aug 31. 1841.
Advertised property for sale
Oct 29. 1841. & not sold
for want of Bidders
N W Steele Shiff

Serv 35
Adv. 125

Filed Oct 29. 1841
James H. Gill Clk

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 [redacted] day of June A. D., 1837 The President Directors & Co. of the Clinton Bank of Columbus

recovered against Ransom Clark A. Pollock & Otway Curry

as well the sum of Three hundred and ninety two dollars and Eighty nine cents, for their damages, as the sum of $7.07½ 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 Ransom Clark A. Pollock & Otway Curry which you lately according to our command took into your hands and which yet remain unsold as you certify 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 $20.25½ 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 & 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 thirty first day of August A. D., 1841

Attest: James H. Gill CLERK.

1 Stove 1 Clock 1 Beaureau 1 Quantity of upper leather & Quantity of Sole leather 1 lot of Horse Collars & a lot of tanbark

Ex Docket No 1. Page 76

Clinton Bank
v
Ransom Clark
A. Pollock &
Otway Curry

damages $392..89
costs 9..07½
Interest 22..18½
int .35

be Oct 27. /37 $75.00
" " " /38 77..00
Nov. 20./40. 61..82

Advertised personals for sale March 14. 1842 & Real Estate March 21. 1842. — March 14.. sold personal for two dollars & Eighteen Cents — Real Estate not sold for want of Bidders March 21. 1842 levied in Conjunction with another Ex. in favor of Urbana Bank v R Clark & Phelps & Pollock & d to Stone on 5 a & 35 poles Survey No 3351. In lots in Maple No 6. 8. 16 & 17 and 5½ acres Survey No 3351 — Advertised for sale March 21. 1842 not sold for want of Bidders W W Steele Sheriff

Rev .35
Mile .5
Adv. 1.25
Pond .05
1.65

Filed March 24. 1842
Jas W 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 and chattels of Ransom Clark A. Pollock and Otway Curry to wit 1 stove one Clock 1 Bureau quantity of upper & sole leather lot of horse collars & lot of tan Bark – & those lands and tenements to wit Inlot No 5 in the town of Marysville

which according to our commands ~~you~~ the crown have taken into ~~your~~ his 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 $392.89 damages & $9.07½

with interest thereon from the first day of June A. D. 1837 until paid. Also, $22.18½ increase of costs, which late in our said Court the said President Directors &c of the Clinton Bank of Columbus recovered against the said Ransom Clark & A. Pollock and Otway Curry 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 Pltffs

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.

Docket No 1 Page 76

Clinton Bank

v

Ransom Clark

A. Pollard and

Otway Curry

Damages $392.89

costs 9.07½

Execution 24.25

Int .41

Credits

Oct 27. 1837 $75.00

" " 1838 77.00

Nov 20/40 41.82

Rec'd this writ June 6 1842

~~[illegible]~~

Aug 26. 1842

Levy 35

Mile 5

Adv. 1.50

Filed aug 27. 1842

Jas H Gill Clerk 1.90

Sal. aug 26

Advertised part of Lot No 5 for Sale. July 30. 1842 Offered the same but not sold for want of bidders. Advertised the property levied on in Convention. Aug 26. 1842. Offered the same agreeable to Advertisement Aug 26. and sold Lot No 6 at 38$ No 16. at 185$ No 17 at $502.50 all to Wm Woods being the highest & best bidder and that amount being 2/3 of the appraisement. The land was sold to Gibbs for 79$ he being the highest and best bidder & that being the 2/3 of the appraisement Lot No 8. not sold for want of bidders

Wm W Steele 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 Marysville on the 1st day of June A. D., 1837 The President Directors & Co of the Clinton Bank of Columbus

recovered against Ransom Clark A. Pollock & Otway Curry

as well the sum of Three hundred and ninety two dollars and Eighty nine cents, for Debt damages, as the sum of $7.07½ for Costs 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 have been levied & which remain unsold as you will

you cause to be made the damages and cost aforesaid with interest thereon from the first day of June A. D., 1837. until paid. Also, the sum of $24.25 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 Page 117

Union Bank
vs
R. Clark, A. Pulcher & Henry Conroy

Damages $392.89
Costs 9.07
Ins 3.00
Writ .41
$404.37

Ex Oct 27. 1847 - $75.00
" " " 1838 - 77.00
" Nov 22. 1840 - 41.82

Levied April 25. 1848
John Cowdis Ell

Recorded

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. I afterwards. to wit: on the 25th day of April A. D. 1848. between the legal hours of ten Oclock A. M. and four Oclock. P. M. offered the same 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
Printers fees 1.50

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 these lands and tenements of Ransome Clark Alexander Pallock & Otway Curry, town, Inlots 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 & Company of the Clinton Bank of Columbus ——— the sum of Three hundred and ninety two ——— dollars and eighty nine cents, for their damages, together with $ 9.07 for their costs, with interest thereon from the first day of June A. D. 1837 until paid; which late in our said Court the said Clinton Bank recovered against the said R Clark, A Pallock & O. Curry — as of record is manifest. Also $ 3157½ 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.

E D C 5, 117

Clinton Bank of Columbus
(by
R Clark, A. Pallister
& a Comm)

Damage $392.84
Costs 9.07
Increase 32.63½
Int 41

Ex. Oct. 21. 1837 - $15.00
" " 27. 1838 - 11.50
" Nov 20, 1840 41.82

Filed May 29, 1849
Ad Mc Leach clerk

Received

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. & afterwards to wit on the 29th day of May A.D. 1849 in pursu=ance 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 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- Service 35

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 Ransom Clark Alexander Pollock, and Otway Curry — to wit, In lots, Nos, 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 ninety two — dollars and Eighty nine cents for their ~~———~~ ~~for~~ damages, together with $ 9,, 07 for their costs, with interest thereon from the First day of June A.D. 1837 until paid, which late in our said Court the said Clinton Bank,

recovered against the said Ransom Clark, A. Pollock & Otway Curry as of record is manifest. Also, $ 32,, 63½ 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 Thirkade Jr Clerk of said Court at the Court House in Marysville, this 13th day of February A.D. 184 9

James Thirkade Jr, Clerk.

Civil/Domestic Case File
Case No. 1837-CV-0023

No. 37-CV-23

Union Common Pleas Court

Hannah Adams et al Exrs.
Plaintiff,

against

William Tharp
Defendant.

1837

Transcript

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

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

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

And the said Wm Sharp now comes & says that in the record & proceedings aforesaid there is error in this (Court)

1st The note upon which the action is brought was not signed by Wm Sharp. therefore no action can be maintained against him upon said note

2nd The said note was signed by Wm Sharp & Co and if any action could be maintained it must be brought Jointly against all the members of the partnership & not against Wm Sharp (seperately).

3d That no member of a Partnership can be made personally liable for the liabilities of the firm

Therefore the said Wm Sharp prays that a writ of Certiorari may issue & the said Judgt be reversed

By A Hall
his Atty

Hannah Adams &
Silas Adams Exrs &c
vs
Wm Sharp Defdt
Filed [illegible] 1837
John G Stone
Clk

Office of Clk of Circ
Milton County

The State of Ohio Union County

Hannah Adams & Solas Adams Exr. of the Estate of John Adams Dec. Plff

vs

William Sharp Deft

Debt $66,48

Suit brought on Note for $64,87 dated December 11th 1835 Due Nine months after date Signed by ~~William~~ Wm Sharp Jr. & Wm Budd (Which note is in the words & figures following) Nine months after date for value Received we or either of us promise to pay to Hannah Adams & Silas Adams Executors on the Estate of John Adams Dec'd or their order the sum of Sixty four dollars & eighty seven cents Witness our hands & Seals this 11th Day of December 1835

Wm Sharp (seal)

Wm Budd (seal)

Justice costs Summons	12½
Subpoenas	10
Judgment	25
Execution	25
Transcript	31¼
Const	
P B Smith	$,15
on Execution	,05

Summons Issued January 20th 1837 Returnable on the 25th Instant at 10 o'clock AM Which was Returned by P B Smith const Endorsed Served by Reading fee 15 cents January 20th — January 25th 1837 the defendant ~~appeared~~ attended by his Attorney A Wall & Pleaded ~~for~~ for an nonsuit which said plea was held under consideration until the 30th of January Inst When it is considered that the Plaintiff recover of the defendant a Judgment for the sum of sixty six dollars & forty eight cents debt & costs of suit

Execution Issued February 2nd 1837 Which was Returned by P B Smith const Endorsed no property found whereon to Levy fee ,05 cents February 3rd

N.B. The above copy of the note included in the Brackets is not on the Docket — March 31st AD 1837

I Certify the above to be a correct transcript from my docket in the above cause A B Johnson J P

Civil/Domestic Case File
Case No. 1837-CV-0024

No. 37-CV-24

Union Common Pleas Court.

James A. McLaiwe et al
Plaintiff,

AGAINST

Samuel Lafferty
Defendant.

OCT Term, 1037

JUDGMENT VS DEFENDANT
$109 00

Journal 1 Page 341

Record No. 3 Page 87

Ex. Doc. 1 Page 114

Union Comm. Pleas

J. A. McLean & S. B. Avery
v
Sam'l. Lafferty

Precipe Filed
April 6th 1837

James A. M'Lain &
Silas F. Strong Exr
of John R. M'Lain
vs
Saml. Lafferty

In Debt – $150
Damage $25

Issue Summons

Returnable next term

Endorse

Suit Brought to recover $100.00 Debt & $25 Damage, agreeable to the tenor & effect of a single bill. Executed by the defendant in the life time & made payable to John R. M'Lain on the 1st day of April 1836 & yet unpaid —

James A. M'Lain
Silas F. Strong
Exr. of J. R. M'Lain Dec

April 6th 1837

Union Com. Pleas

J. A. McLain & A. B. Strong

v. } An Debt

Saml. Lafferty

Summons

$5

Serv by Reading and by Delivering a Certified Copy to Deft May 4th 1837

R. Clark Sheriff

Serv	35
Copy	14
Mil	45
	94

Filed May 31. 1837

J. H. Gill Clk

Suit brought to recover $1000 in Debt and $5000 damages, upon the Contract and Assort of a single bill executed by the defendant in the Plaintiffs favor made payable to John B. McLain on the first day of April A.D. 1836 and protested

State of Ohio Union County }
To the Sheriff of said County Greeting
We command you to summon Samuel Lafferty
to appear 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 James A. McLain & Silas G. Strong Executors of
John R. McLain Decd in a plea of Debt $ 150 dls
Damages $25 Dollars, and have you then there this writ
Witness Joseph R. Swan President Judge of our
Court of Common Pleas this 16th day of April
A. D. 1887
Attest James H. Gill Clerk

[illegible] Common Pleas
June Term 1837

Silas G. Strong & Lewis
A. McLain as Executors &c
vs
Samuel Lapper

Declaration } Debt

Filed July 3d 1837
James H. Gill Clerk

State of Ohio } Union Common Pleas June Term 1847
Union County ss.

Silas G Strong & James A McLain as executors to John R McLain deceased Complain of Samuel Lafferty in a plea of debt for that whereas the said Samuel Lafferty on the thirteenth day of June 1835 at Union County Ohio made his certain writing obligatory (commonly called a single bill) of that date sealed with his seal (and now to the Court here shown) and then & there delivered the same to the said John R McLain then in full life and thereby acknowledged himself to be bound to the said John R McLain in the sum of one hundred dollars to be paid to the said John R McLain or on or before the first day of April next (meaning the next thereafter) yet the said Samuel Lafferty though often requested hath never paid the same or any part thereof to the said John R McLain in his life time nor to the said Silas G Strong and James A McLain as his Executors to the damage of the said Silas G Strong & James A McLain as Executors as aforesaid one hundred & twenty five dollars & thereupon they sue &c

And the said Silas G Strong & James A McLain bring into Court here their Letters Testamentary duly granted &c

P. B. Cole atty
for Pltff

L. Lafferty's

Note - $100.00

Int - $1.38

12½

25½

7½

38

$100.

On or before the first day of April Next I promise to pay John R. McLane or order one hundred dollars, without Defalcation, for Value received. witness my hand and Seal this 13th day of June A. D. 1835.

Samuel Lafferty Seal

Recd Oct 20th 1837
Money made in full
Dec 2nd 1837 — R Clark Sheriff
Received $110.42 the Debt in full but not Docket fee
Dec 22d 1837 J G Strong

Common Pleas
Executors of A. B. McLain
vs } fi fa
Samuel Lafferty

Judgt	$109.60
Costs	5.74½
	.35
Comm	
	$115.42½

Office Dec 22 1837
Chas F. Cole Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that you cause to be levied
of the goods and chattles in your Bailiwick
of Samuel Lafferty the sum of $ 117,77½
which by the Judgment of our Court of Com.
Pleas within and for said County of Union at the Oct Term
thereof 1837. Jas. A. McLain & Silas G. Strong Executors of
John R. McLain dec'd recovered against the said Lafferty with
interest thereon from Oct 30 1837 until paid and the accru
ing costs and for want thereof that you cause the same to
be levied of the lands and tenements in your Bailiwick of the said
Lafferty. 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 &c
Witness James H. Gill Clerk of the Court of Common
Pleas within and for said County this 19th day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1837-CV-0025

Civil/Domestic Case

1837-CV-0025

located with

Supreme Court Case

1837-SC-0005

Civil/Domestic Case File

Case No. 1837-CV-0026

No. 37-CW-26

Union Common Pleas Court.

David Burnham et al
Plaintiff,

AGAINST

Samuel Smedley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$112 61

354

Journal 1 Page 354

Record No. 3 Page 84

Ex. Doc. Page

Burnham & Mann
vs
S. Amedey
Dec

Sum decl $ ~~110.37~~ 712.61

Filed May 27. 1837
J. H. Lane clerk

State of Ohio
Union County Ss

Union Com Pleas March term 1837

David Burnham and Reuben P Mann
Complaining of Samuel Smedley in a plea of assumpsit
for that whereas Samuel Smedley on the first day of
November in the year 1836 was indebted to the plaintiffs
in the sum of one hundred and fifty dollars for money then
and there lent by plaintiffs to defendant at his request
and in the further sum of one hundred and fifty dollars
for money then and there paid by the plaintiffs after
the use of defendant at his request. And whereas the
defendant afterwards to wit on the day and year aforesaid
at the county aforesaid at the county aforesaid in consideration
of the premises then and there promised to pay the said several
sums of money to the plaintiffs on request yet he hath
disregarded his promises and hath not paid the said several
sums of money nor either of them to the or any part
there of to the damage of plaintiffs one hundred and fifty
dollars and thereupon they bring suit &c

P B Lawrence
Att for plffs

Recd payment of this note
of Reuben P Mann and David
Burnham securities of Samuel
Smedley Dec $113.40

Filed June 3. 1857
J. H. Gill
Clerk

E. Shurtleff
$108.12

Six months after date we or either of us promise to pay Elinor Stuart or order one hundred and five Dollars value received as witness our hands this 18th day of January 1836

Samuel Neeley
Reuben P. McKinn
David Burnham, Bail

105
5.250
12
5.37

105.
7.61
$112.61

12
1
145
105
725
145
15225
7612

Elinor Stuart
To } Deed
} Smudly note
R. P. Mann

Filed June 3. 1837
J. H. Pile Clerk

3
7

Rec'd Feb 23d 1837 one hundred & eight Dollars & ninety six cents in full for a note of which the following is a true copy (VIZ) Six months after date we or either of us premise to pay Elinor Stuart or order one hundred and five Dollars value received as witness our hands this 18th day of January 1836

Samuel Smelly
Ruben P. Mann
David Burnham Bail,,

I say received by me of
Ruben P. Mann and D. Burnham Jr
Ellanor Stewart

Civil/Domestic Case File

Case No. 1837-CV-0027

No. 37-CV-27

Union Common Pleas Court.

William Walk
Plaintiff,

AGAINST

Samuel Smedley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$38 36

Journal 1 Page ~~354~~ 354

Record No. 3 Page 84

Ex. Doc. 1 Page 358

William Walk
vs
Samuel Smedley

Declaration

Exp

$38.26

Filed May 27th 1837
Jas H. Gieubleuk

State of Ohio } Union Common Pleas June Term 1837
Union County ss }
William Walk } in Assumpsit Damages fifty dollars
vs }
Samuel Smedley } William Walk Complains of Samuel Smedley

in a plea of assumpsit for that the said Samuel on the first day of September A.D. 1836 at the County aforesaid was indebted to the plaintiff in the sum of fifty dollars for the price & value of divers goods wares Chattles & Merchandise then & there sold & delivered by the plaintiff to the defendant at his request And being so indebted the defendant on the day & year last aforesaid at the County aforesaid in consideration of the premises then & there promised to pay the ~~defendant~~ plaintiff the sum of fifty dollars when there unto afterwards he should be requested the deft though often afterwards requested hath not paid the said sum of money nor any part thereof to the damage of the plaintiff fifty dollars & thereupon he brings suit

By W. B. Lawrence his atty

May 17th 1837 Personally before the subscriber a Justice of the peace Wm Walke and made solum that the within account against Samuel Smedley is just and true as therein stated as he verily believes Andrew Reges J P

120.66
86.30
34.36

6.15
21.25
82.40

120.66
82.40
38.26

Samuel Smedley

To William Walker Dr

	D	cts
May the 1st 1834		
To pastureing two milch cows six months	1	50
May the 1st To pastureing two horses and two colts five months.	3	75
Oct 3rd 1834, 27 bushels of Corn — —	6	75
Oct 13th 1834 To two tons of hay	6	00
	18	00
May the 1st 1835 For the rent of my large pasture one year — —	50	00
July the 10th To 10 acres of tame meadow	10	00
November the 5th To barrel of cider and barrel	1	50
July the 22nd To 9 lb of leather	2	25
July 20th To 25 bushel of Corn	6	25
	70	00
March the 6th 1836		
To one ton of tame hay	4	00
April the 20th To six bushels of oats at 20 cts a bushel	1	20
May the th 16th To pastureing three horse three Months and a half at 25 cts pr. Mo	2	62½
May the sixteent To pastureing three colts three Months and a half at 12½ pr Mon	1	31¼
July the 6th To pastureing 36 head of cattle at 20 cts a Month two months	14	40
To one halter and bridle	1	25
August the 15th to one ton of hay	2	25
May the 16 to pasture ing three Milch cows three months and a half at 25 cts pr Mon	2	62½
April the 15th To wintering a stear	29	66¼
	3	00
	120	66¼

Cr 1834 Wm. Walke

Octob 3	By 27 bush Corn @ 25	6.75
Dec. 13	" 2 Tons Hay @ 3$	6.00
1835 Jany 22	" 9" Soul Leather @ 25	2.25
Feby 20	" 25 bush Corn @ 25	6.25
		$21.25

Wm Walke acct

Sam Kirk
4 Mo 20

Wm Walke To Saml Smedley Dr

1834 May 6	To making pr. Shoes for Wife, finding all but uppers	1.50
June 4th	To making pr pumps & finding all but uppers	1.75
July 9th	To Sole & pegs	2.50
Octo 3	" half soaling & patching Wifes Shoes	62½
	" To 1 pr Course Shoes	2.00
Dec 13	" 1 pr Small Shoes	1.00
1835 Jany 3	" 1 pr L Boots for Wife	2.37½
" Feby 4	" 1 pr Small Shoes	1.00
	" " 1 pr Bottom stuff for Kenady	62½
	" 20 To half soaling for Self	50
	" " " Cash to pay Smith	4.00
March 9	To half soaling Antho.s Shoes	50
June 5	" pr Shoes for Wife	2.00
	29 " pr Lace Boots by Sarah Ritchie	2.25
July	" Coarse Shoes for Self	2.00
Octob. 10	To mending Boots	25
	" 17 amt of John Kent per Order	2.25
	" " pr Shoes for Anthony	2.00
	" " mending Wife Shoes	62½
Nov 6	pr Coarse Shoes for Self	200
Dec 25	To Cash 5.00	
	" " Bal of J. Holycross 4.90	
	pr L Boots. wife 2.25	12.15
1836 April 10th	pr. Coarse Shoes for Self	2.00
	24 1 Bush Clover Seed of Geo. Harris	10.00
	" 2 Pts Onions	25
June 11	To Cash	1.00
	" 21 " 1 Bbl. Salt 300# @ 75 & B 4.50	
	" " pr Coarse Shoes for Self 200	6.50
	making pr. fine Shoes & finding all but uppers & unders June 2 1836 (overlooked)	$63.65
		1.50
		$65.15

over

Civil/Domestic Case File

Case No. 1837-CV-0028

No. 37-CV-28

Union Common Pleas Court.

Joseph Meachame, Plaintiff,

AGAINST

Samuel Snedley Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$615

354

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Record No. 3 Page 84

Ex. Doc. Page

Joseph Meacham
vs
Samuel Smedley

Dos

Filed May 28. 1837
J. H. Gill Clerk

557 $ 5,52
57
609
$ 6.15 due

1837

State of Ohio
Union County ss

Union Common Pleas March term

Joseph Meacham Complains of Samuel Smedley in a plea of Assumpsit for that whereas the said Defendant on the 16th day of December in the year 1835 at the County aforesaid made his certain promissory note in writing and then and there delivered the same to the said Joseph and thereby promised to the said Joseph Meacham or order the sum of five dollars and fifty seven cents in one day after date 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 Joseph according to the tenor and Effect thereof and also in the further sum of fifty five dollars for money paid by plaintiff for the use of Defendant and at his request and also for that whereas the defendant on the day and year aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of one hundred dollars for money then and there paid by plaintiff for the use of Defendant at his request yet the said Samuel not regarding his his said promises hath not paid the said Several sums to the plaintiff or either nor any part there of to the damage of plaintiff one hundred dollars and there upon he brings suit &c

W C Lawrence
his atty

I assign to the within note to
M. Gordeing this 18th day of Feby 1837
for value recd Joseph Meadham

Filed May 28th 1837
J. H. Gill Clerk

T. Truscott

Saml Smeall's note
To J. Meadham
$55

Note for a Dec 16th 1835

one day after date I promise to pay Joseph Meacham or order five Dollars and fifty Seven Cents

Samuel Snedley

Civil/Domestic Case File

Case No. 1837-CV-0029

No. 37-cw-29

Union Common Pleas Court.

Calvin H Howe & Co
Plaintiff,

AGAINST

Lee, Baldwin & Co
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$407.22

Journal 1 Page 345

Record No. 3 Page 88

Ex. Doc. Page

"This action is brought upon a promissory note, executed by the defendants, for the sum of three hundred and eight, four Dollars and fifty four Cents, dated May 21st 1835 and payable six months after date to the Plaintiffs"

"S. Buck Att'y
"for Plaintiffs"

Union Com. Pleas
Calvin W. Howd &c.

vs. } Summons

Lee, Baldwin, & Co.

Served by reading and by delivering to each Defendant a certified Copy
June 1st 1837
R Clark Sheriff

Serv	64
3 Copy	87
Mt	6
	1.57

Filed June 1st 1837
James H. Gill
Clerk

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting.

We command you to summon by pledge Lee Herman Baldwin and Marius Watson partners, trading under the name and firm of Lee Baldwin & Co. to appear before our Court of Common Pleas, of the County aforesaid, at the Court house in said County, forthwith, to answer unto Calvin W. Howard Fisher Howard, partners, trading under the name and firm of Calvin W. Howard & Co. in a plea of Trespass on the case upon promises to the damage of the said Plaintiffs of Five hundred Dollars, as is said, and have you then there this writ. Witness the Honorable Joseph R. Swan, President Judge of our Court of Common Pleas, aforesaid, this 1st day of June A. D. 1837.

Attest

James W. Gill Clk

Calvin H. Howe
vs
Lee Baldwin & Co
Filed June 1st 1837
J. H. Sill Clk

Union Com. Pleas

Calvin W. How & Fisher How, partners, trading under the name and firm of Calvin W. How & Co.

vs. } Trespass on the Case, Damages $5.00, 00

Cyprian Lee, Heman Baldwin and Mains Watson partners trading under the name and firm of Lee Baldwin & Co.

The Clerk will issue a summons in the above case, returnable forthwith, and endorse on the writ: This action is brought upon a promissory note, executed by the defendants, for the sum of three hundred and eighty four dollars and fifty four cents, dated May 21st 1836 and payable six months after date, to the Plaintiffs.

Clk. U. C. P.

S. Brush Atty for Pltffs

Union Com. Pleas

Calvin N. Hoar & Co.

vs. } Declaration

Lee Baldwin & Co.

Filed June 1st 1837

+ rule for plea by

the 1st Rule Day

James H. Gill Clerk

State of Ohio, Union County, Court of Common Pleas of the Term of June — One thousand eight hundred and thirty seven.

Union County ss.

Cyprian Lee, Herman Baldwin and Mains Hafson, partners, trading under the name and firm of Lee Baldwin & Co. defendants in this suit, were summoned to answer unto Calvin H. How and Fisher How partners, trading under the name and firm of Calvin H. How & Co. Plaintiffs in this suit, of a plea of Trespass on the Case upon promises &c. and thereupon the said Plaintiffs by S. Brush, their Attorney complain, For that whereas the said defendants, by and under the name, Stile and firm of Lee Baldwin & Co. heretofore, to wit, on the twenty first day of May, one thousand eight hundred and thirty six, at New York, to wit at Marysville, in the County of Union and State of Ohio, and within the jurisdiction of this Court, made their certain promissory note in writing, bearing date the day and year aforesaid, and thereby, then and there, Six months after date, they, the subscribers of Marysville County of Union State of Ohio, promised to pay to the order of the said Plaintiffs, by the name stile and firm of Calvin H. How & Co. at New York, to wit at Marysville in the County of Union aforesaid in the State of Ohio aforesaid, Three hundred and eighty four Dollars, fifty four cents, value received, and then and there delivered the said promissory note to the said Plaintiffs, trading under the name and firm of Calvin H. How & Co. by means whereof and by force of the Statute in such case made and provided, the said defendants, then and there became liable to pay to the said Plaintiffs, the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note, and being so liable, they the said defendants in consideration thereof, afterwards

to wit, on the day and year last aforesaid, at New York to wit, at Marysville aforesaid, in the County of Union aforesaid in the State of Ohio aforesaid, undertook and then and there faithfully promised the said Plaintiffs, to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said Defendants (although often requested so to do) have not, nor hath either or any of them, paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiffs or to either of them, but the said defendants to pay them the same, have hitherto wholly neglected and refused and still neglect and refuse so to do. To the damage of the said Plaintiffs of Five hundred dollars and therefore they bring their suit &c.

S. Brush Attorney
for Plaintiffs

Oyer of promissory note.

"$384" 54/100" "New York May 21st 1836"

"Six months after date We the Subscribers of Marysville County of Union State of Ohio, promise to pay to the order of Calvin W. How & Co. at New York, Three Hundred Eighty Four 54/100 Dollars, value received."

"Lee Baldwin & Co."

damages sustained by the plaintiffs by reason of the non performance thereof and this they are ready to verify wherefore they pray Judgement and that the plaintiffs may be barred of their action aforesaid

W C Lawrence atty for Defts

See Baldwin & Co
vs
Hon & Co
Plea
Filed June 24th 1837
James K Gillelen Clk

Cyprian Lee Mainsdrasson and Homan Baldwin Partners under the name of Lee Baldwin & Co
vs
Calvin W How & Fisher How under the name of Calvin W How & Co

Minor Com Pleas June Term 1857

And the said Defendants come and defend &c and say that the said plaintiffs ought not to have their aforesaid action against them because they say that they after the making of the said several promises and before the commencement of this suit to wit on the first day of January in the year 1857. at the County aforesaid gave and delivered to the plaintiffs one thousand yards of Flax linen in full discharge and satisfaction of the said several promises aforesaid and of the damages of sustained by the plaintiffs by reason of the non performance thereof and which the said plaintiffs then and there received and accepted in full discharge and satisfaction of the said several promises and of the

Union Com. Pleas
Calvin H. How & Co.
vs. } Replication
Lee, Baldwin & Co
" "

Filed oct 30 1837
Jos. H. Lee Clerk

State of Ohio, Union County, Court of Common Pleas of the Term of June, one thousand eight hundred and thirty seven.

Calvin W. How & Fisher How, partners trading under the name & firm of Calvin W. How & Co.

vs.

Cyprian Lee, Hiram Baldwin and Mains Watson partners, trading under the name & firm of Lee, Baldwin & Co.

And the said Plaintiffs, as to the plea of the said Defendants by them above pleaded, say, that they the said Plaintiffs, by reason of any thing by the said Defendants, in the said plea alledged, ought not to be barred from having and maintaining their aforesaid action thereof against them the said Defendants, because they say, that the said Defendants, did not give and deliver to the said Plaintiffs, the said one thousand yards of flax linen, in full discharge and satisfaction of the said several promises and undertakings in the said Declaration mentioned, in manner and form as the said Defendants have above in their said plea in that behalf alledged, and this they the said Plaintiffs pray may be enquired of by the Country &c. And the said Defendants do the like &c.

J. Brush Atty
for Pltffs

C. M. How & Co

vs

Lee Balamu & Co

Filed Sept 22. 1838

Ad. H. Gillett Clk

84,275

Union Common Pleas,

Calvin W. Hoon & Co. vs. Lee, Baldwin & Co.

Received of Lee, Baldwin & Co. the defendants in this case the sum of four hundred and eighteen dollars and seventeen cents, the amount of the judgment and interest thereon, exclusive of costs, also, the sum of five dollars, the docket fee in the same case,

March 2nd 1838.

S. Brush Atty for Plaintiff,

422,25
5,00
427,25

418,17
4,08
422,25

Civil/Domestic Case File
Case No. 1837-CV-0030

No. 37-CW-30

Union Common Pleas Court.

Sherwood Gregory & Co
Plaintiff,

AGAINST

John Turner et al
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$241 24

Journal 1 Page 342

Record No. 3 Page 93

Ex. Doc. 1 Page 115

Union Com. Pleas

Sherwood Gregory & Co
vs } Precipe
John Turner P B
Smith & E Lundy

Filed June 1st 1837
James H. Gill Clk

State of Ohio
Union County ss)

Union Com Pleas June term 1837

Ormel ~~Gregory~~ Sherwood & M. Gregory
and Charles Gregory - trading under the
the style and firm of Sherwood Gregory & Co
John Turner Peyton B. Smith
and Eli Sundy

Assumpsit
damages 400 $.

Clerk will issue a summon returnable
for the writ Endorse Sent B rot on the note of defen
dants executed and delivered to plaintiffs under the nam
and style of Sherwood Gregory & Co on the twenty first
day of January in the year 1837. payable at the Frank
lin Bank of Columbus ninety days after date for the
sum of two hundred and thirty five dollars and 86/100
also for goods sold &c

to the Clk of Com Pleas

W C Lawrence
atty for plffs

Suit has been served on defendants
executors and delivered to plaintiffs
attorney the name and styling Sherwood
Gregory & Co on the 21st day of January
A D 1837 payable at the Franklin Bank
of Columbus ninety days after date for
the sum of $235 36/100 also for goods
delivered &c

Dft Lawrence attys
for Plaintiffs

Sherwood Gregory & Co
v
John Turner Payton
B. Smith & Eli Lundy

Summons

Served by reading and by delivering
to each Defendant a Certified
Copy R Clark Sheriff
June 1st 1837 Serv — 65
3 copy — 45
Mil — 5
1,15

Filed June 2, 1837
J H Gee Clerk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John Turner Peyton B. Smith and Eli Lunay to appear before our Court of Common Pleas of the County aforesaid at the Court House in said forthwith to answer unto Ormel Sherwood E. M. Gregory & Charles Gregory trading under the State and firm of Sherwood Gregory & Co in a plea of assumpsit Damages $ 400,00 and have you then there this writ.

Witness J. K. Swan President of said Court this 1st day of June A.D. 1857

James H. Gill Clerk

Sherwood Gregory & Co
vs
John Turner & als

Dec

Filed June 23rd 1857

James H. Gill
C. K.

State of Ohio) Union Com Pleas June term 1837
Union County ss)

Ormel Sherwood Edward N. Gregory and Charles Gregory partners in trade under the name of Sherwood Gregory & Co Com plain of John Turner Peyton B Smith and Eli Sundy in a plea of assumpsit for that whereas the said Defendants on the 21st day of January in the year 1837. at the County aforesaid made their promisory note in writing and delivered the same to the said Plaintiffs and thereby promised to pay to the order of the said plaintiffs by the name of their firm of Sherwood Gregory & Co two hundred and thirty five dollars and 36/100 in ninety days after date thereof which period has now elapsed and the said and the said John Turner Peyton B Smith and Eli Sundy then and there in consideration of the premises promised to pay the amount of the said note to the said Ormel Sherwood Edward N. Gregory and Charles Gregory by the said name of their firm of Sherwood Gregory & Co according to the tenor and effect thereof yet the Defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said Plaintiffs four hundred dollars and therefore they bring suit &c

By W C Lawrence
Atty for pltffs

Union Com. Pleas

Gregory Sherwood &c

vs

John Turner & others

Damages	$240..24
Costs	2..31½
Increase mit	7..60
	..35
	$258.50½

Ser —	75
Serv —	35
Adv —	1.87½
Mil —	10
	83.07½

Filed Oct 28. 1839

James H. Gill Clk

No 25

Recd July 22nd 1839

August Term 1839 came the parties by their Counsel & the Defendants one year & two years & ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ August 5th Term upon this Day Above & came & confessing Debt all the property & Rights & Credits the above property & Rights by a Party to be the property of the Plaintiff

Judgment property to sell on the 3rd Day of August and offered the Clerk & Duncan appeals to Gentlemen and found no bidders the other property not Delivered by the Plaintiffs

N Clark Sheriff

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 John Turner Payton B. Smith and Eli Lundy which according to our commands you have taken into your hands and which yet remain unsold as you have certified to satisfy Gregory Sherwood ~~Gregory~~ Ho the sum of Two hundred and fifty Dollars and fifty five cents and a half with interest thereon from the 3d day of October A.D. 1837 until paid. Also $7.25 increase of costs which late in our said Court the said Gregory Sherwood and Co recovered against the said John Turner Payton B. Smith and Eli Lundy, as of Record is manifest and if in your opinion the property remaining in your hands not will be insufficient to satisfy said Judgment 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 the Judgment aforesaid; and that you have said money before our Court of Common Pleas on the first day of next term to render to the said Gregory Sherwood Ho Hereof fail not at your peril and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 22nd day of July A.D. 1839

James H. Gill Clerk

Union Com. Pleas

Sherwood Gregory & Co
vs } Exponas
John Turner et als

Judgt	$241.24
Costs	7.34½
Increase	4.02½
mio	35
	$254.93

Ser	75
Adv	18.71½
Bond	5.60
Abst	1.0
	$2.72½

Filed Apl 26. 1839
Jas. H. Gill Clk

3.22½
4.02½
7.25
.35
7.60

3.22½
4.02½
7.25

Rec'd March 14th 1839 Twenty dollars on the 20th day of April 1839 twenty dollars payable to Sherrill and Fairchild.
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 3d day of Oct A. D. 18 37 Sherwood Gregory Ho. recovered against John Turner Peyton B. Smith and Eli Lundy as well the sum of two hundred and forty one dollars and twenty four cents, for their damages, as the sum of $ 9. 31¼ 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 lately took into your hands according to our command, which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 3d day of Oct A. D. 18 37, until paid. Also the sum of $ 4.02¼ 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 Co
at the Court-House aforesaid, this 14th
day of March A. D. 18 39

ATTEST: Jas H. Gill Clerk

Recd Dec 5th 1837

Dec 20th Levied upon one yoke of more Oxen one Horse beast one Bureau one Clock and one pr of weighing Scales the property of J Farmer April 3d 1838 Levied on three Cows the property of R. B. Smith and on two Horse Beasts the property of C Lundy Advertised to sale on the 19th day of April April 19th offered the above discribed property agreable to Advertisement and not sold for the want of Bidders

R Clark Sheriff

Clerks Office Circuit Court Dec

Plaintiff Costs & Co. vs Exc.

John Chance & B Smith are Exc's Security

Judgt $2,241.24
9,31½
35
$2,501.90½

Fee —
Levy 35
Mileage 35
Advt 10
Taxbill 1,841½
Poundage 100
3,69½

Select Circuit 19th 1838
Charles H. Lee Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that you cause to be levied of the goods and chattles in your bailiwick of John Turner Peyton B. Smith and Eli Lundy the sum of $241.24 damages and $9.31¼ costs which by the judgment of our Court of Common Pleas within and for the County of Union aforesaid at the October term thereof 1837 Sherwood Gregory & Co recovered against the said Turner Smith and Lundy with interest thereon from Oct 3d 1837 until paid 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 John Turner Peyton B. Smith and Eli Lundy and have that money before our said Court of Common Pleas on the first day of their next term to render unto the said Sherwood Gregory & Co. and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for the County aforesaid this 5th day of December A.D. 1837

James H. Gill

Civil/Domestic Case File

Case No. 1837-CV-0031

No. 37-CU-31

Union Common Pleas Court.

Hyde, Hickok & Greeman
Plaintiff,

AGAINST

Lee, Baldwin & Co.
Defendant.

OCT TERM 1837

JUDGMENT VS DEFENDANT
$24823

Journal 1 Page 348

Record No. 3 Page 90

Ex. Doc. Page

Union Com. Plea.

Praecipe

Filed June 2n 1859

J. H. Gill Clerk

Simeon P. Hyde
Edgar Hickok
Job H. Greenman

vs

Cyprian Lee
Mains Bacon &
Herman Baldwin

Union Com. Pleas
June Term 1837

In assumpsit
Damages $300.

The Clerk will issue summons, returnable fourth Tuesday, on endorse "Suit brought on a promissory note from Defts. to Plaintiffs for $234 11/100 dollars dated May 23d 1836. due in six months."
June 2d 1837.

Pettibone & Finch Pltffs atty.

Suit brot on promissory note from defendants to Plaintiffs for $63 16/100 dollars dated May 23d 1836 due in six months from date

Pettitone & Finch Attys for Plffs

Filed June 3. 1837
S. W. Gill Clerk

Serd by reading and by delivering to each Defendant a certified Copy
R. Clark Sheriff
June 3d 1837

Serd	65
3 copys	60
Mil	4
	1.20

I am security for costs
Ambrose Meeker

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Cyprian Lee Mains Wason & Ceman Baldwin under firm of Lee Baldwin & Co to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Simon P. Hyde Eazar Hickok & Job H Greenman

in a plea of Assumpsit Damages $300,00

and have you then there this writ

Witness I. K. Swan President Judge of said Court this 2nd day of June 1837

James H. Gill Clerk

Hyde Hickok & Greenman

v

Lee Baldwin & Co

Dec^n

Filed June 5th 1837

James H. Lee Clerk

State of Ohio } In the Term of June
Union County } ss. A. D. 1837.

Cyprian Lee, Hiram Baldwin & Charles Watson were summoned to answer unto Lincoln P. Hyde Edgar Hickok & Job H. Greenman in a plea of assumpsit, & thereupon the said Hyde, Hickok & Greenman complain of the said Lee, Baldwin & Watson defendants for that whereas the said defendants heretofore to wit, on the 23d day of May A. D. 1835 by the name and description of Lee, Baldwin & Co at New York to wit, at said Union County, made their certain promissory note in writing bearing date the day & year aforesaid & thereby then & there promised to pay six months after date thereof to the Plaintiffs by the name & style of Hyde Hickok & Greenman, two hundred and thirty four 12/100 dollars value received & then & there delivered the said promissory note to the said Plaintiffs. By means whereof the said defendants became liable to pay to the said Plaintiffs the said sum of money in said promissory note specified according to the tenor & effect of said note, & being so liable said defendants in consideration thereof afterwards, to wit, on said 23d day of May A. D. 1835, at New York, to wit, at said Union County, Ohio, undertook & then & there faithfully promised the said Plaintiffs to pay them the said sum of money in said promissory note specified according to the tenor & effect thereof.

Nevertheless the said defendants not regarding their said promise & undertaking have not paid said sum of money nor any part thereof to said Plaintiffs, altho often requested so to do, but have hitherto neglected & refused & still do neglect & refuse to compensate Plaintiffs of 300. dollars. Pittsburg & Linck Pltffs attys.

Lee Baldwin & Co
vs
Hide Hucksk & Greenwa

Peca

Filed June 24th 1837
J. H. Gill Clerk

Cyprian Lee Marius Watson and Heman Baldwin by the name of Lee Baldwin & Co
Simeon P Hide Edgar Hubbok and Job H Greenman partners under the name of Hide, Hubbok & Greenman

Union Com Pleas June term 1837

in Assumpsit

And the said Defendants come and defend &c and say that the said plaintiffs ought not to have their aforesaid action against them because they say that after the execution of the said writing obligatory and making of the said several promises in said declaration mentioned and before the commencement of this action to wit on the first day of March in the year 1837 at the county aforesaid gave and delivered to the said Plaintiffs Seven Horses in full satisfaction and discharge of the said writing and several promises aforesaid and of the damage sustained by the plaintiffs by reason of the non performance thereof and which the said Plaintiffs then and there received and accepted in full discharge and satisfaction of the said several promises and of the damages and of the damages sustained by the said plaintiffs by reason of the non performance thereof and this they are ready to verify wherefore the Defendants pray judgement and that the said plaintiffs may be barred of their action aforesaid

N C Lawrence atty for Defts

Filed Sept 22. 1838
Ha^s. M. Gill Clk

Hyde Hickok & Greenin
vs
Leon Baldwin & ux

Judgt in Univ Com Pleas

Recd April 20, 1838
of Defts $256.29 the amt in full
of the judgt & five dollars the docket
fee in said case

Pettibone & Finch
Pltffs Attys

Hyde Buckston
Green —

7

Lee Baldwin

Repleat —

Simeon P. Hyde, Edgar Hickok
& Job H. Greenman
vs
Cyprian Lee, Marius Wasson
& Herman Baldwin

Union Com. Plas
June term 1877

And the said Simeon P. Hyde Edgar Hickok & Job. H. Greenman say that they by reason of any thing by the said Cyprian Lee, Marius Wasson & Herman Baldwin in their plea alledged, ought not to be barred from having their aforesaid action against the said Lee, Baldwin & Wasson because they say that they did not accept & receive the said seven horses in full satisfaction & discharge of the said several promises or any or either of them or of the damages sustained by them by reason of the non performance thereof in manner & form as the said Lee, Baldwin & Wasson have alledged & this they pray may be inquired of by the country.
& the defts do the like

Pettibone & Hinde
pltffs attys

damages $248.23

Hyde Hitchcock & Guernsey

$234.12/100 NEW-YORK 23d May 1836

Six months after date We Promise to pay to

the Order of Hyde Hitchcock & Greenman

Two hundred & thirty four 12/100 Dollars.

Value received.

Lee Baldwin & Co

Due 23 Nov 36

Hyde Hitchcock & Freeman
vs
Lee Baldwin & ca

Union Comm. Pleas Oct. Term 1837
Affidavit

S. Finch atty for pltffs in this case makes solemn oath that he has the best reason to believe & has no doubt that the special plea filed by defts. in this case is a sham plea & put in for delay only one of the defendants C. Lee having admitted the debt but a very few days before the commencement of the suit that the debt was just & unpaid & further says not

S. Finch

Sworn to & subscribed before me
Thos H. Gill Clerk.

Civil/Domestic Case File

Case No. 1837-CV-0032

No. 37-CV-32

Union Common Pleas Court.

Burin & Howe
Plaintiff,

AGAINST

Lee, Baldwin & Co
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$195-84

Journal 1 Page 347

Record No. 3 Page 92

Ex. Doc. Page

Filed June 1st 1839
James H. Lee Clerk

Richard B. Brown &
John P. Boone
vs
Cyprian Lee
Ebenezer Baldwin &
Nearing Watson.

Union Com. Pleas

assumpsit
Damages $300.

The Clerk will issue summons returnable forthwith and endorsed. "Suit brought on a promissory note from deffts. to Pltffs. for $184.71 date May 21. 1836. due in six months from date."

Pattison & Finch Pltffs. atty.

Suit brot on a promissory note from defts to plaintiffs for $1,864,71 dated May 21. 1836 due in six months from date

Petition & Fiat attachs for Plffs

Union Com Pleas

Brown & Horne

vs

Lee Baldwin & Co

Served by reading and delivering to each defendant A certified Copy

R. Clark Sheriff

June 3d 1837

Serv — 65

3 cop — 50

Mil — 5

$1,20

Filed June 3. 1837

S. N. Gill Clerk

Jas security for costs

Jonathan Mecker

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Cyprian Lee Mains Wason & Heman Baldwin under the name and firm of Lee Baldwin & Co to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Richard B. Brown and John P. Cone

in a plea of in assumpsit Damages $300,00 and have you then there this writ

Witness J. R. Swan President Judge of said Court this 2nd day of June 1837

James H. Gill Clerk

Brown & Hone

v

Lee, Baldwin & Co

Dec^n

Filed June 5. 1857

James H. Gill Clk

State of Ohio
Union County } ss

Of the Term of June
A. D. 1837 —

Lyman Lee, Herman Baldwin & Maines Watson were summoned to answer unto Richard B. Brown & John P. Hone, Plaintiffs in a plea of assumpsit & thereupon the said Brown & Hone complain of the said Lee, Baldwin & Watson defendants for that whereas the said defendants heretofore to wit, on the 21st day of May A. D. 1836 by the name and description of Lee, Baldwin & Co, at New York to wit, at said Union county, made their certain promissory note in writing bearing date the day & year aforesaid & thereby then & there promised to pay six months after date thereof, to the plaintiffs by the name & description of Messrs Brown & Hone One hundred & Eighty four 71/100 dollars for value received & then & there delivered the said promissory note to the said Plaintiffs — By means whereof the said defendants became liable to pay to the said Plaintiffs the said sum of money in said promissory note specified according to the tenor & effect of said note, and being so liable said defendants in consideration thereof afterwards to wit on said 21st May A. D. 1836 at New-York, to wit at Union county, Ohio, undertook & then & there faithfully promised the said Plaintiffs to pay them the said sum of money in said note specified according to the tenor & effect of said note Nevertheless said defendants not regarding their said promise & undertaking have not paid said sum of money nor any part thereof to said Plaintiffs, altho often requested so to do, but have hitherto neglected & refused & still neglect & refuse to pay to the damage of Plaintiffs of 300 dollars & therefor they sue —

Pettibone & Finch
Pltffs attys

Lee Baldwin & Co
vs
R. P. Brown et al

Plea

Cyprian See Mains Wilson and
Herman Baldwin under the name
of See Baldwin & Co
vs
Richard B Brown and
John P Hine

Micon Com Pleas June term 1887
In assumpsit

And the said Defendants come and defend
&c and say that the said Plaintiffs ought
not to have this aforesaid action against them because they say that
they after the making of the said several promises in the said decla
ration mentioned and before the commencement of this suit
to wit on the first day of May in the year 1887 at the County
aforesaid gave and delivered to the said plaintiffs two thousand
pounds of Butter in full discharge and satisfaction of the said
several promises aforesaid and of the damages sustained by the plaintiffs
by reason of the non performance thereof and which the said
plaintiffs then and there received and accepted in full discharge
and satisfaction of the said several promises and of the dam
ages sustained by the plaintiffs by reason of the non performance
thereof and this they are ready to verify wherefore they pray
Judgement and that the plaintiffs may be barred of their action
aforesaid

McLaurence atty for Defts

Gen. # 195. 84

Pay Pettibone & Finch order

V. Brown & Hone

184 71/100

New York May 21 1836

Six Months after date, We promise to pay

Mesf Gunn & Hone or order,

One hundred & Eighty four 71/100 Dollars,

negotiable and payable withoft defalcation or discount, and for value received.

L. Baldwin & Co

No. Due Nov. 21st 1836

Brown & Moore
vs
Lee Bolamin & Co
Filed Apr. 1838
Nat H. Gillett Clk

Brown & Hone
vs
Lee Baldwin & co.

Judgment in Union Comm. Pleas
Oct. term 1837

Rec'd of Lee Baldwin & co one hundred & ninety nine dollars & forty three cents which I understand from my numerals to be in full for judgment except costs — I have also rec'd the docket fee in this cause if any mistake has been made either way it is to be rectified — the docket fee is five dolls.

January 24. 1838

P. Tilton — Jud.
pl's atty.

1 Oct 86

Brown v Thom
v
Lee Baldwin & Co

Replication

Richard B. Brown &
John P. Horne
vs
Cyprian Lee
Marius Wasson &
Herman Baldwin
under the name of Lee Baldwin & Co

Plea in Com Pleas
June term 1837

And the said Richard B. Brown & John P. Horne say that they by reason of anything by the said Cyprian Lee, Marius Wasson & Herman Baldwin this plea alledged ought not to be barred from having their aforesaid action against the said Lee, Baldwin & Wasson because they say that they did not accept or receive the said two thousand pounds of butter in full satisfaction & discharge of the said several promises or any or either of them or of the damages sustained by them by reason of the non performance thereof in manner & form as the said Lee, Wasson & Baldwin have alledged & this they pray may be enquired of by the Country & the said Lee, Wasson & Baldwin do the like.

Pettibone & Finch
attys for pltffs

Civil/Domestic Case File

Case No. 1837-CV-0033

No. 37-CN-34

Union Common Pleas Court

Vandiver Reed Plaintiff,

against

William Orr Defendant.

1837

Transcript

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

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

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

Summons

B B, 14

Served by reading

fees 15

Filed June 1837

J. H. Gile Clerk

State of Ohio union county SS

To any constable in darby twp ship greeting

You are hereby commanded to summon Wm Cox to appear before me at my office on friday the 28th inst to answer Vendeuer Reed in the sum of three dollars and 12 cents at one pm and of this writ make legal service & due return Given under my hand this 24 day of aprile 1837

J S Gravier JP

Leander Reed
vs
Wm Carr

Filed June 2 1837
J. H. Lucas Clk

Vanderver Read
vs
William Orr
to cost paid on John T Irwin esq docet 1837.

William Orr to Vanderver Read
Dr to two bushels of wheat 1835 2:00
~~to cost~~ 1:14

Union Com. Plas

Van Ness Reed
v
Franciscus
William Ross

Filed June 2 1837
J. H. Gill Clk S.J.

Lawrence Atty.

Lawrence Reed
vs
Thos Cruger
Ejectment 31 Rule

Vandiver Reed Plaintiff

vs

Wm Orr Deft

Summons for Debt	12½
Subpenia for 4 wit	24½
Swearing 4 witnesses	16
Constable cost on first on summons	15
on Subpenia	65
2d day on Subpenia	45
Witnes fees	
W Barkerson	100
C C Shercliff	100
J B Reed	100
J C Reed	100
J swearing 2d Subpenia	24½
Entering judgement	25
Adjournment	10
~~Total~~ Recognizance	25
Transcript	31
Tollal Cost	$6 98

April the 24th 1837 Suit brought on a book account for two dollars & one dollar & fourteen cents cost paid on a former suit summons issued for the Deft and subpenias for James C Reed Oliver Shercliff Wm Barkerson & John B Reed witnesses returnable on the 28th at one o'clock P.M. 25 summons returned served by reading to Deft fees 15 cents 28th Subpenias returned served by reading to witnesses 65 cents J R Mitchel constable the parties present at the request of the Deft adjourned till 10 o'clock A.M. the 29th at which time a summons returned issued by D Burnsides for Wm C C Shercliff John B Reed & James C Reed not served by reading half a mile 5 cents service 40 cents E Bartly constable A Williams esq for the plaint W C Lawrence for the Deft witnesses sworn a venire trial on hearing the testimony and in a investigation of the case it is considered the Plaintiff recover of the Deft two dollars debt & fifty seven cents of cost paid on the former suit together with cost of suit

In the action Vandever Reed vs Wm Orr & Garret Barnes do acknowledge my self bail for the appellant in the sum of fifty dollars to be levied on my goods chattles lands & tenements in case the appelant shall be condemned in the action and shall fail to pay the condemnation money and cost that may accrue in the court of commonpleas

Garret Barnes

Taken signed and acknowledged this 8th day of May 1837 before me J S Greenings

I do certify the above to be a correct copy of the proceedings had before me J S Greenings

Civil/Domestic Case File

Case No. 1837-CV-0034

No. 37-CN-35

Union Common Pleas Court.

John Alsap
Plaintiff,

AGAINST

Thomas T Lane,
Defendant.

APR TERM. 183 8

JUDGMENT VS DEFENDANT
$ 18 00

Journal 2 Page 4

Record No. 3 Page 119

Ex. Doc. Page

cause to the — — — — — — —

Justice of the Peace & after consideration
It is considered that the plaintiff recover
of the defendant a judgment for the
sum of Eighteen dollars Debt & costs of suit

S B Johnson J.P.

In the action of Robert Alsop against
Thomas F Lane we Ransom Clark &
William Harp do acknowledge our selves
Bail for Thomas F Lane Appellant in the
sum of seventy dollars to be levied of our
goods & chattels lands & tenements ~~if~~
in case the appellants shall be condemned
in the action & shall fail to pay the
condemnation money & costs the same
award or that may arise in the court of
common Pleas

(Signed) Ransom Clark
William Harp

Taken signed & acknowledged this 17th day of
April AD 1837 before me

S B Johnson J.P.

I certify the above to be a correct transcript
from my docket of the proceedings had before
me in the above case

S B Johnson Justice
of the Peace

Robert Alsop
vs
Thomas F Lane
Appeal

Filed June 9
1837
Kenneth Hill Clerk

Cost Bill made up
Recorded

The State of Ohio Union County

John Abraham Pltff } April 17th 1837 This day
vs } came the parties & agreed to
Thomas J Lane Deft } submit their cause to the arbitration
Debt $18,00 } without process

Justice costs subpoena, 16¾ } There upon a subpoena issued at the Request of Plaintiff
Entering rule of Reference, 10 } for Hezekiah J Bates & Hezekiah Bates to attend as
Swearing Arbitrators 12 } witnesses & this suit is put for
— 5 Witnesses 20 } trial for Tuesday the 17th April
Entering award 10 } AD 1837 parties present agree
Judgment 25 } to submit this cause to the
Satisfaction 10 } arbitration of Eli Lunsey
Taking Bond 25 } Herman Baldwin & Alexander
Grain Ripe 37½ } Pollock the Arbitrators le
Plaintiffs attorney fee 161.44 } ing present were sworn as
$1,50 } the Law directs & proceeded to
Deft 1,00 } hear the evidence adduced
3,71¼

Whereupon Hezekiah Bates & Hezekiah J Bates were sworn & examined in behalf of Plaintiff & Upon Thomas & Charles J Lane in behalf of Defendant & Andrew McAdam in behalf of Plaintiff & after hearing the evidence the Arbitrators Retired to consider the matter & Returned the following Award John Abraham vs Thomas J Lane We the Arbitrators to whom the above cause was submitted having been duly sworn before the said Justice at his office after hearing the pleas & allegations of the Parties do award that we find against Apr 17th 1837

Eli Lunsey
Herman Baldwin
A. Pollock.

The parties present agree to submit the

Union Com Pleas

John Alsop

v

Thos J. Lane

Summons

Served by Reading
April 20th 1838
R Clark Sheriff

Serv — 25
Mil — 5
30

Filed April 20 1838
James H. Gie
Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Hezekiah Bates Sen. and Hezekiah Bates Jr

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of John Alsop in a certain matter in controversy in our said Court depending: wherein John Alsop is plaintiff, and Thos J Lane defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 20th *day of* April A. D. 183 8

James H Gill *Clerk.*

Thomas J Lane
vs
Joh Alsop
"

Plea

Filed oct 31st 1837
James H. Gill
Clerk

Hall for Deft

Thomas F Lane
adm
John Alsap

In Union Common Pleas June
Term AD 1837

And the said Thomas F now comes and defends &c when &c and prays judgment of the writ & declaration aforesaid because he says that the several promises in said declaration mentioned if any such were made were made by one Bradford B Stephens and the said Thomas F (who was at the time of the making the said supposed promises in Pffs declaration mentioned partner under the name of Lane & Stephens) jointly and not by the said Thomas F alone and whilst the said Bradford B is still living and at Fort Wayne in the state of Indiana and this he is ready to verify wherefore because the said Bradford B is not named in said writ and declaration the said Thomas F prays Judgment of the said writ & declaration & that the same may be quashed

By A Hale
his Atty

Upon that agent for the above Thomas F Lane makes oath that the above plea by the said Thomas F pleaded is true in substance & in fact as he verily believes from his own knowledge

William Harris

Sworn & subscribed this day oct 1837 before me
Ira Wood JP

Union Common Pleas

John A Gage

vs

Thomas J. Lane

Filed April 10 1838

James F. Gill Clk

John Alsop } Union Com pleas
v. }
T. W. Lane

And the said John says that by any thing in said plea alleged by the said Lane his writ and declaration ought not to be quashed because he says that the said several promises in said declaration were and each and every of them was made by the said Thomas W. Lane alone in manner and form as the said John hath above declared against him and this he prays may be inquired of by the Country

H. C. Lawrence
Atty for Plff

Union Com. Pleas

John Alsop

vs

Thos J. Lane

Filed April 20. 1838

James H. Gill Clk

Know all men by these presents that I Alexander Pollock acknowledge myself bail for John Alsop in a suit pending by appeal from the Docket of Samuel B Johnson wherein John Alsop is Plaintiff and Thomas J Lane is Defendant in the Sum of Seventy five Dollars as witness my hand. April 20th 1858

A. Pollock

John Clesap
vs
Lane

Filed August 18 1837
James H. Gill Clerk

Cost bill made

Union Com Pleas June term 1837

State of Ohio
Union County ss

John Alsap
vs
Thomas H Lane

This cause comes into court on an appeal from the docket of a Justice of the peace in and for said county of Union and thereupon the said John Alsap complains of the said Thomas H Lane in a plea of Assumpsit for that whereas the said defendant on the first day of April in the year 1837 at the county aforesaid was indebted to the said John in the sum of thirty dollars for the price and value of work then and there done by the said John for the said defendant at his request. And also for that whereas the said defendant on the day and year last aforesaid at the county aforesaid was indebted to the said John in the further sum of twenty dollars for money then and there paid for the use of the defendant at his request by the plaintiff and in the sum of thirty 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 on the tenth day of April in the year 1837 in consideration of the premises then and there promised to pay the said sums 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 the plaintiff forty dollars and therupon he brings suit &c

W. C. Lawrence
atty for plff

John Abraham Krupp

Filed June 5 1837

James H. Gibbs

Marysville Nov 14 1836

Recd of Lane & Stevens the following Goods in good order which I promise to deliver in like order in Fort Wayne within Twenty Days, viz

+ 1 Cask Hard Ware
+ 1 Crate Queens ad
+ 2 Bundles Lead
+ 2 ½ Bbls
6 Kegs Recd 4
+ 1 Bag Coffee
+ 5 Boxes Shoes & Boots 2 Recd
+ 4 Trunks 3 Recd
+ 1½ Chest Tea
+ 2 Boxes Hats

2615 lb

John A Bragg

8.75
17.50
15.00

Filed June 5 1837
J. H. Lee Clk

Judgment Rendered on
the within for $18,00
April 17th 1837
S B Johnson

T Lane
Accounts

J. J. Lain Dr to boot between Oxen
seventeen dollars & fiftycents
To hauling one load of Goods to Piqua
twentysix dollars & fiftycents

Cr by cash $20.00

Civil/Domestic Case File

Case No. 1837-CV-0035

No. 37-CN-36

Union Common Pleas Court.

Isaac Patterick
Plaintiff,

AGAINST

Wm Snuffer
Defendant.

OCT TERM 1837

JUD'G VS PLAINT'F

Journal 1 Page 354

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas

Isaac Patrick

v

William Snuffin

Union Com Pleas

Isaac Patrick
v. } Summons
William Snuffin

Served on Deft
by reading and
by Copy June 17th 1837
H Clark Sheriff

Serv ——— 35
Mil ——— 50
Copy ——— 2
$1.02

Filed Sept 28 1837
Jas. H. Gill Clk.

that he receive the value of the
balance of a lease held by plaintiff to the
defendant for about 20 acres of improved
land lying in Allen Township Union County
to run for four years and 3 months from
November in the year 1836, also for work &
labor done and performed by Plaintiff for
defendant at his request also on an account
stated between Plaintiff & Deft

D. C. Lazenne
atty for Plaintiff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon William Snuffin to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of next term to answer unto Isaac Patrick in a plea of assumpsit Damages $ 500,00 and have you then there this writ

Witness D. K. Sman President Judge of our said Court of Common Pleas this 5th day of June AD. 1857

James H. Gill Clerk

State of Ohio } Union Com Pleas March
Union County } Term 1837

William Walke Complains of Samuel Smedley in a plea of assumpsit for that whereas the said defendant on the first day of October 1836 was indebted to the Plaintiff in the sum of

Union Com. Pleas
~~June 3 1837~~
Filed June 3, 1837
A. M. Ure Clerk

Isaac Patrick } in
vs } assumpsit
Mr Snuffin } damages 500

Clerk will issue a summon returable next term endorse suit Brot to recover the value of a Letter sold by Plaintiff to defendant on about 20 acres of improved land lying in Allen Township Union County to run for four years and 3 month from November in the year 1836. also for work and labor done and performed by Plaintiff for defendant at his request also on an account stated between Pltff & Dft.

W. C. Lawrence
Att for Pltff

2222 6
222 222222
2222 Dupter
222 Dupter
Dupter

Civil/Domestic Case File
Case No. 1837-CV-0036

No. 37-CV-37

Union Common Pleas Court.

William Swordgrass
Plaintiff,

AGAINST

Samuel Swedley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$8 57

Journal 1 Page 354

Record No. 3 Page 84

Ex. Doc. 1 Page 358

William Snodgrass
vs
Samuel Sneedy

Dec } assumpsit

Due $8.57

Filed June 3. 1833
J. H. Gill Clk

State of Ohio } Union Com Pleas March
Union County ss } Term 1837

William Snodgrass Complains of

Samuel Smedley in a Plea of assumpsit
for that whereas the said defendant on the
first day of April 1836 at the County aforesaid
was indebted to the Plaintiff in the sum of twenty eight
dollars for the price and value of work then and
there done and materials for the same provided
by the Plaintiff for the defendant at his request

And also for that whereas the defendant on the day
and year last aforesaid at the County aforesaid was
indebted to the Plaintiff in the further sum of Twenty
eight dollars for money found to be due from the
defendant to the plaintiff on an account then & there
stated between them

And so being indebted the defendant afterwards to wit
on the day and year last aforesaid at the County
aforesaid in Consideration of the Premises then &
there undertook and promised the Plaintiff to pay him
the said sum of money when thereunto afterwards he
should be requested so to do yet though often afterwards
so requested the defendant has not paid said sum of
money nor any part thereof to the damage of the
Plaintiff Twenty eight dollars and thereupon he brings
suit &c

By W. C. Lawrence
his atty

Snodgrass, Ex
vs
Sam. Smedley

Filed Oct 4th 1837
Geo. H. Gierke Clerk

Milford April 1st 1835 Samuel Smedley Dr

to one Wm Snodgrass to work done on his barn	$24.00
Do. to one Calf Oct 1st 1835	2.00
Do to ¾ of a days work on his house	.75
Do to putting in a waggon tongue	.50

Proved the account by Mr Smedley and A Keys and Wm Piper. Pltff more

Wm Snodgrass

personally appeared Mr Snodgrass in open court and being duly sworn say that the above account is just and true

Sworn to before me Jas H Dill Clerk

Wm Snodgrass

Wm Snodgrass

Fiem oct 24th 1837
Jas H. Gierbert

Oct 24 1837

Wm Snodgraf To Alex Smedley Dr

1834 Nov. 7	To for Shoes for Wife	2.00
Dec 30 "	" do " Self	2.00
1835 Feby 5th "	for Small Shoes	1.00
" 28 "	half soaling & heeling Shoes for Wife 3	62
April 27th "	mending Children Shoes	81
Augt 20 "	for half Shoes for Self	2.50
Septr 10 "	for Shoes " Wife	2.00
Octob 23 "	" Shoes " for Self	2.00
Dec. 6 "	" Small Shoes	1.25
" 23 "	Amt a Sum for James Gill	2.50
1836 April 10th	~~for Coarse Shoes for Self~~ Erm	2.00
" " "	To for Shoes for Wife	2.00
		$18.68,3

Civil/Domestic Case File

Case No. 1837-CV-0037

Civil/Domestic Case File

Case No. 1837-CV-0038

No. 37-CV-38

Union Common Pleas Court.

Cadwalader Wallace
Plaintiff,

AGAINST

A R Bowen et al
Defendant.

MAY TERM, 1840

JUD'G VS PLAINT'F
Dismiss at.
JUD'GE VS PLAINT'F

Journal 2 Page 213

Record No. No Record. Page

Ex. Doc. Page

Union Com pleas

John Dowlyden & wife

vs

Richd Brown

A R Brown
Jas Sutton
Isaac Dodd
Saml H Dodd

Filed July 1 1837 —

James H. Gill Clk

Fees — A copy of Ex & Ret 200
A Summons 35 cts & Ex 1.40
Mileage —
6.0
4.00

Upon Stub pr E. S. Long

The State of Ohio }
Union County } ss. Court of Common Pleas
October Term A.D. 1837

John Doe complains of Richard Roe for that Cadwallader Wallace on the second day of March A.D. 1837 had demised to the said John the following lands and tenements to wit. Survey No 2366 of Five hundred acres of land. beginning at a stake Northwest corner to John Graham's entry No 2535 as the same was of record on the 13th of June 1797 which said stake is six hundred poles South eighty degrees West from the Northwest corner of Robert Dandridge's Survey No 1307 thence South eighty degrees west four hundred poles crossing a branch at one hundred and seventy-eight poles to a stake, thence North ten degrees West two hundred poles crossing a branch at thirty eight poles to a stake, thence North eighty degrees East four hundred poles crossing a branch at forty and again at two hundred and sixty five and the Creek at three hundred and sixty-five poles to a stake, thence South ten degrees East two hundred poles crossing the Creek at twenty five, at forty five and at one hundred and eighty poles to the beginning and also ten Messuages, ten Cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens, one thousand acres of arable land, one thousand acres of meadow land, one thousand acres of pasture land, one thousand acres of wood land, one thousand acres of land covered with water, and one thousand acres of other land, with the appurtenances, situate in said County of Union. To have and to hold

the same to the said John, from the ~~first~~ second day of March in the year aforesaid, for and during the term of ten years thence next ensuing: By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof, for the term aforesaid: And the said John being so thereof possessed, the said Richard, afterwards, to wit, on the tenth day of March A.D. 1837 with force and arms, entered into the said tenements with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage ten thousand dollars: And therefore he sues. &c

By

C. Swan
his Atty.

Alex R. Bowen
Isaac Dodd
James Sutton
Saml McDodd

Sirs

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 judgement will then be entered against me by default, and you will be turned out of possession

June 24th A.D. 1837 — Richard Roe

S G Storey for Plan Stake

Union Com. Plus

Cadwallader Colden
Witham for Smy

Richard Roe
A. R. Bowen
Isaac Dodd
Saml M Dodd
James Sutton
Tenants

Ex
Sep

Rich
Bo

Cadwallader Wallace, Lessee
v
Richard Roe
Bown Dodd et als
Tenants

In this case the parties consent that at the next term of this Court the defendants may appear and enter the consent rule upon the same terms as though the same had been done at this term

Ordered that the Surveyor of this County go upon the premises in controversy and make a survey thereof returning 3 fair plats to the next term of this Court. Survey to be made on the first day of December next if fair, if not the first fair day thereafter

G. Swan atty for Plt
Starling & Gilbert for Defts

State of Ohio Union County ss
I hereby certify the foregoing to be a true copy of the Journal entry in the foregoing case made at the Oct term of the Court of Common Pleas within and for said County of Union 1837
Given under my hand and seal of office this 1st day of December A.D. 1837

James H. Gill Clerk

The State of Ohio } Court of Common Pleas
Union County ss } October Term A.D. 1837

John Doe complains of Richard Roe for that Cadwallader Wallace on the second day of March A.D. 1837 had demised to the said John the following lands and tenements to wit Survey No 2366 of Five hundred acres of land beginning at a stake northwest corner to John Graham's entry No 2535 as the same was of record on the 13th of June 1797 which said stake is six hundred poles south eighty degrees West from the Northwest Corner of Robert Dunandges Survey No 1307 thence South eighty degrees west four hundred poles croping a branch at one hundred and twenty eight poles to a stake thence north ten degrees West two hundred poles croping a branch at thirty eight poles to a stake thence south eighty degrees East four hundred poles croping a branch at forty and again at two hundred and sixty five and the Creek at three hundred and sixty five poles to a stake thence South ten degrees East two hundred poles croping the creek at twenty five at forty five and at one hundred and eighty poles to the beginning

Description of the controverted premises in the above case for the use of the Surveyor

[illegible] H. Gill Clerk

alledged against ~~him~~ them, and of this ~~he~~ they put themselves upon the Country, and the said John Doe doth the like —

By Brush & Gilbert
their Attys —

And the said defendants by leave of the Court come and amend their plea, and the said A. R. Bowen James Sutton Isaac Dodd & Samuel Dodd as tenants and Stephen T. Mason as Landlord, confess the lease, entry & ouster & admit themselves in possession of a certain tract of land, containing one thousand and eighty seven acres on the waters of Mill Creek, a branch of the west fork of Scioto, Beginning at two ashes, and a hickory, N. W. corner to James Jenkins survey No. 3348, and N. E. corner, to ~~said~~ Edward Dowse's survey No. 2254. running North 10 degrees W. 435 poles, crossing a branch at 83 and one at 127 poles to a hickory and 2 ~~sugar~~ trees, about 20 poles south of Mill creek, thence S. 80 degrees W. 400 poles to an ash, mulberry & two lynns, thence S. ten degrees E. 435 poles to two ashes, & an elm N. W. corner to said Dowses survey No. 2254. thence with said line N. 80. degrees E. 400 poles to the beginning — parcel of the premises in said declaration mentioned & for plea say that they are not guilty of the trespass and ejectment in said declaration mentioned and of this they put themselves upon the Country & the said John Doe doth the like —

By Brush & Gilbert
their Attys —

Union Com. Pleas
Doe ex dem. C. Wallace
vs
Bowen et al. Ejectment
Plea
Filed Oct 22, 1838
Lewis N. Cook Clk

John Doe ex dem. Cadwallader Wallace
vs.
Richard Roe

A. R. Brown, James Sutton, Isaac Dodd & Samuel H. Dodd as tenants and

"On motion to the Court, It is ordered that, Benjamin Boiseau be made defendant herein ~~in lieu of~~, in place of the now defendant Richard Roe —

Union Com. Pleas —
John Doe ex dem. Cadwallader Wallace
vs. } Ejectment —
Benjamin Boiseau —
A. R. Brown, James Sutton, Isaac Dodd, Samuel Dodd and

And the said Benjamin Boiseau comes and confesses the lease, entry and ouster in the said declaration mentioned, and admits ~~him~~ themselves ~~self~~ to be in possession as tenants and landlord of a certain tract of land containing one Thousand ~~ac~~ acres, situate between the little Miami & Scioto Rivers, northwest of River Ohio, as by Survey, bearing date the 22nd day of January 1807 on Mill creek — Beginning at two Ashes and a hickory northwest corner to James Jenkins Survey No. 3348 and South east corner to Edward Dowses Survey No. 3350, running with Dowses line N. 10: W. 400 poles, crossing a branch at 83 and one at 127 poles to a red Oak, hickory and two sugartrees, north east corner to said Dowses Survey and Southwest corner to said Dowses Survey No. 3358, thence N. 80. E. 400 poles, with the line of said Dowses survey, passing his corner, crossing Mill creek to a sugar tree and two hickories, thence S. 10.° E. 400 poles to a sugar tree, hickory and Beech North east corner to said Jenkins Survey, thence with his line S. 80° W. 400 poles, crossing the creek at 140 poles, and two branches to the beginning parcel of the premises in the said declaration mentioned; and for plea, says, that ~~he~~ they are not guilty of the trespass and ejectment in the said declaration

C. Wallace
Plat of Survey No.
No. 2366
a 500
Filed April 18th 1838
James H. Gill Clerk

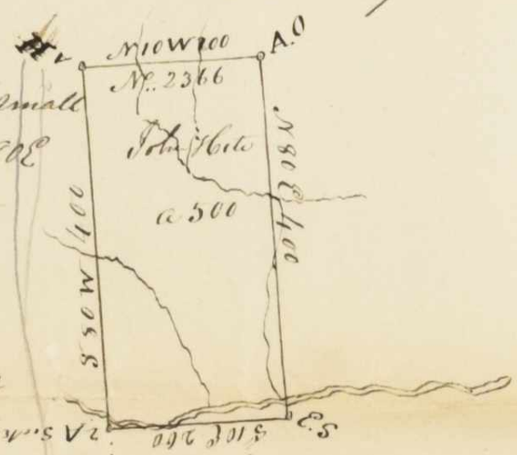
6

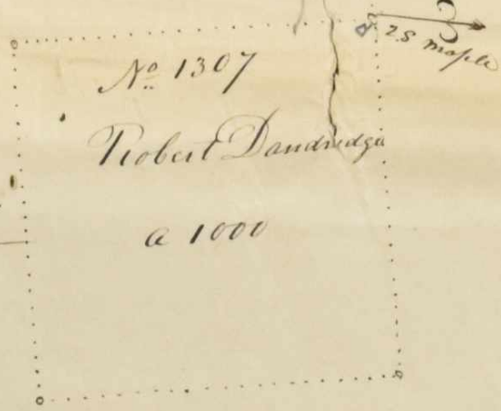
In pursuance of an Order of the Court of Common pleas for the County of Union to me directed I proceeded to Survey five hundred acres of Land as directed in said Order, having Employed John N Cankelon & Joseph Cankelon Chaincarriers who being duly sworn as such chaincarriers & Malachi Cankelon being employed a Marker we commenced at two Sugartrees and a Maple north west corner of Robert Dandridges Survey No. 1307 thence running S80W 600 poles and marked two white ashes and a Sickamore as the beginning corner thence S80W 400 poles crossing Mill creek at 6 poles, passing through a field occupied by Buxton crossing a small Branch at 190 poles & Marked ~~& Marked~~ an ash & Hickory thence N10W 200 poles (crossing two small Branches) & marked a small Oak & small Hickory thence N80E 400 poles crossing a branch at 154 poles again at 232 poles crossing Mill Creek at 380 poles & Marked an Elm Sugartree & Buckeye thence S10E 200 poles crossing Mill Creek a 60 poles again at 165 poles to the Beginning

February 21st 1838

Levi Phelps Surveyor

John N Cankelon } Chs
Joseph Cankelon }
Malachi Cankelon } Mkr





I Certify the foregoing to be correct

Levi Phelps Surveyor
of Union County

Her Bill

Levi Phelps Surveyor 5 miles running	$ 4.50.0
	75.0
Travel 2½ miles both ways	50.0
Making plat --	
Recording plat & description	37.5
	50.0
Making two copies ---	$ 6.62.5
John N Conkelin Cbr ---	1.50.0
Joseph Conkelin do	1.50.0
Malekie Conkelin Mkr	75.0
[illegible] Conkelin Marker 2 days	$ 10.37.5

Recd of Levi Phelps October 27th 1838 our fees as above

Johnes Conklin

John Conklin for malek Conklin

Recd December 24th of Levi Phelps my fee for the above service amt $1.50

Joseph Conkelin

Union Com. Pleas

John Doe ex Dem C. Dallas

vs

Richard Roe

Isaac Dodd et als

Tenants

Plat of Survey No 2366

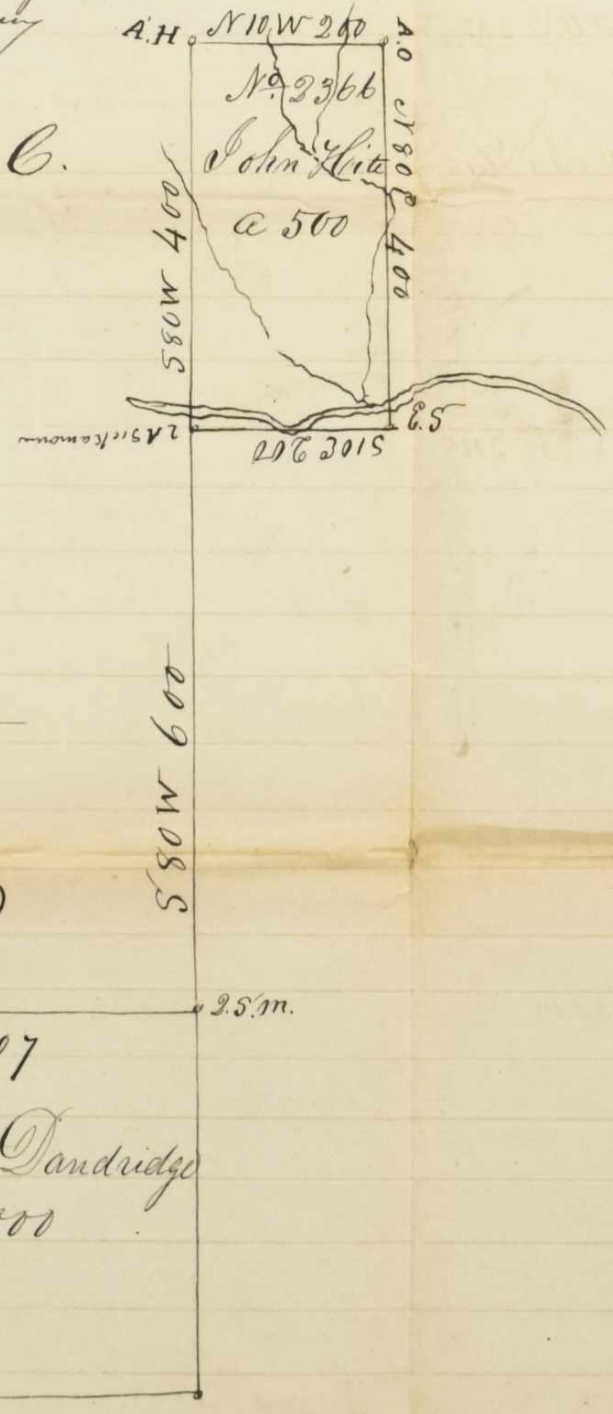
Filed April 18. 1836

James H. Gill Clerk

In pursuance of an Order of the Court of Common pleas for the County of Union to me directed, I proceeded to survey five hundred acres of Land as directed in said Order, having employed John N Cankelin & Joseph Cankelin Chain-carriers who being duly sworn as such Chaincarriers & Maleki Cankelin being employed as Marker, we commenced at two sugartrees and a Maple, north west corner of Robert Dandridge's Survey thence running S 80 W 600 poles and Marked two white ashes and a Sickamore as the beginning corner thence S 80 W 600 poles ~~and Marked two white~~ crossing Mill Creek at 6 poles passing thrang a field occupied by Buxton crossing a Small Branch 190 poles & Marked an ash and Hickory thence N 10 W 200 poles crossing two small Branches, & marked a Small ~~& small~~ Oak & Small Hickory thence N 80 E 400 poles crossing a branch at 154 poles again at 232 poles crossing Mill Creek at 380 poles & Marked an Elm sugartree & Buckey thence S 10 E 200 poles crossing Mill Creek at 60 poles again at 165 poles to the Beginning

February 21st. 1838

Levi Phelps Surveyor U. C.



Fee Bill

Levi Phelps Surveyor 5 running		$4.50.
do . . do	Travel six miles both ways . .	75
do . do	Making plat	50
		$5.75
John N Cankelon Chr. two days		1.50
Joseph Cankelon do do . .		1.50
Maleki Cankelin Marker 1 days		0.75
		$9.50
Recording plat & descrip. trap		37.5
Making two additional plats		0.50.0
		$10.37½
		(10.37.5)

I Certify the foregoing to be a true copy of the Orig.

Levi Phelps Surveyor
Union County

Civil/Domestic Case File

Case No. 1837-CV-0039

No. 37-CV-39

Union Common Pleas Court.

Andrew Young Plaintiff,

AGAINST

Wm Sharp et al, Defendant.

APR TERM 1838

JUD'G VS PLAINT'F

Journal 2 Page 8

Record No. 3 Page 123

Ex. Doc. Page

And the said William Sharp & Amariah Sharp now come & say that there is error in the proceedings contained in the within transcript in this court

First. The record does not show a partnership between the said defendants — nor does the record show any joint liability by which the said defendants were jointly bound to pay said obligation

2d. There is a variance between the note & the writing the note was given to Andrew Young & (unidentified) but boot in the name of Andrew Young.

3d The note in evidence shows a debt of fifty dollars only whereas the Judgt. is debt $50.42.

4th The Judgt. was in favor of Pltff whereas it should have been in favor of Defendants

Hall & Lawrence
Ally. for Defts

I allow a writ of Certorari to issue in the within case upon Defts giving security according to law

July 24th 1839

Robert Nelson } Associate Judge

To the Clerk of Union Com. Pleas

Filed July 28th 1839
J. H. Ellis Clk

State of Ohio
Union County Paris Township Ins Docket Entry

Suit Brought on Note ~~the~~
~~19th June 1837~~ ~~for~~
July 18th 1837
On application of
Plff Summons issued
to Able Marks Constable
returnable on the 22d
Ins at 5 Oclock PM
on said day which
was returned in
due time by said
Constable endorsed
served by reading
to Wm Tharp & Amariah
S Tharp Serve 20 Mile 5=25
July 22d 1837
The parties present and
ready for trial after investigation
the Plantiff recover
of fifty Dollars forty
two cents and costs of suit
July 24th 1837 Execution (Fi Fa) issued to
Able Marks Constable

Andrew Youngs Plff
vs
Wm Tharp & Amariah S
Tharp trading under
the firm of Wm Tharp and
Company Defs
Debt $50-42

Ins costs Summons -12½
Satisfac -10
Judgment -25
Execution -25
Transcript -31¼

Cons costs $-25

~~ready for trial~~
ready for trial

It is considered by me that
of the Defendants the sum
two cents and costs of suit

State of Ohio Union County Paris Township ss
I do hereby certify that the above is a full and
true copy from my Docket of the proceedings
had by and before me in the above cause

Ira Ward J P
of the above Township

The Defendants now come and say that there is Error in the Proceedings aforesaid in this. To wit

First. That there was no Partnership proven to have existed between the Defendants at the time said notes were given

Second The Judgment should have been for ~~Plffs~~ ~~Defts~~ in stead of Plffs

Third. For divers other reasons

Wm Thompson
Amariah S Thompson
Thompson

Indian Journ
Mapes
Transcript
Filed after a. 1. 83 8
James H Gieselbach
Receipt

5742	76.16
25.74	418
7616	84.34
6	18
12) 45.696 (58	62.14
45	
96	
96	
36	
456	
38	
418	

Andrew Young

vs

Wm Sharp and Amariah Sharp trading under the firm of Wm Sharp & Co

Debt	50.42
Satisfd	10
Judgt	25
Ext	25
2 Transcripts	62½
Const Cost	25

Suit Wt on note July 18th 1837

On application of Pltff Summons issued to Abel Mankes Constable returnable on the 22nd instant at 5 O'clock on said day which was returned in due time by said Const. Served by reading on Wm Sharp & Amariah Sharp since 25 miles

5 ——— 25

July 22 1837 Parties present and ready for trial after investigation it is considered by me that the Pltff recover the Defendant the sum of fifty dollars forty two cents & costs of suit. Aug 24th 1837 Execution issued to Const. ——— recalled. Transcripts issued to Pltffs attorney Aug 5th Transcripts issued to Com. Pleas Court

I certify the following to be a true copy from my docket of the proceedings had in the above cause

Given under my hand this 2nd day of Sept 1838.

Ira Wood J.P.

July 26th 1837 Transcript granted at the request of Hall & Lawrence Attorns for Deffts

The State of Ohio Union County Township Pais
I do hereby certify that the within is a full and true copy from my Docket of the proceedings had by and before me in the within cause, Signed, Ira Wood J.P.
" " " " of the aforesaid Township

To the Clerk of the Court of Common Pleas
Union County O
Filed August 8th 1837
H. H. Lee Clk
by Bierman

Union Com. Pleas
Andrew Jones
vs
Appeal
Amariah O. Mapes
Filed Aug 8th 1837
H. H. Lee Clk

State of Ohio
Union County Paris Township Justice Docket Entry

Andrew Young Pltff
vs
Wm Tharp & Amariah S. Tharp trading under the firm of Wm Tharp and Company Deff

Debt $25=74

Ins costs	Summons	-12½
	Sattisfac	10
	Subpoenae	-12½
	Swearing 2 Witnesses	-8
	Judgment	-25
	Execution	25
	1st Transcript	-31¼
	2d Transcript	31¼
Cons Cost		-40
2 Witnesses Fee		1,00
Cons Fee on Execution		

Suit Brought on Noc July 18th 1837 On application of Plantiff a summons issued directed to Abel Marks Constable returnable on the 22d Ins at 4 Oclock P.M. on said day which was returned in due time by said Constable endorsed served by reading to Wm Tharp & Amariah S Tharp Service $-20cs Mileage 5=25cs July 19th Subpoenae issued by order of Plantiff for - Lisle Subp returned by Able M Constable endorsed Served by reading=

=Swiles Service $-10- Mileage $-5cs

July 22d 1837 The Parties present and ready for trial O Lisle and James Gill were sworn and examined as witnesses after Investigation

It is considered by me that the Plantiff recover of the Defendants the sum of twenty five Dollars seventy five cents and costs of suit

July 24th 1837 Execution Fi Fa issued to Able Marks Cons. Execution recalled

Union Com Pleas

Andrew Young

v

Wm Sharp and

Amariah J. Sharp

Filed Aug 8th 1837

James H. Gill Clerk

Writ Continui

State of Ohio Union County ss

To Ira Wood Esqr a Justice of the Peace within and for the Township of Paris and County aforesaid Greeting We command you that a certified Transcript of the record and proceedings of a certain Suit lately pending before you wherein Andrew Youngs was Plaintiff and William Sharp and Amariah S. Sharp were defendants and wherein you on the 22nd day of the present month rendered a Judgment for the Sum of Fifty Dollars forty two cents and costs of suit in favor of the said Andrew Youngs and against the said Wm Sharp and Amariah S. Sharp 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 said County of Union on the first day of their next Term. Witness I K Shaw President of our said Court of Common Pleas this 29th day of July 1837

James H. Gill Clerk

Union Com Pleas

Andrew Young
v } Certiorari Bona
Wm A. S. Sharp

Filed July 28th 1837
James H. Gill Clerk

Know all men by these presents that we William Sharp and D B Smith & J Bradfs of the County of Union and State of Ohio are held and firmly bound unto Andrew Young of the County of Delaware and State aforesaid in the penal sum of one hundred Dollars to the payment of which well and truly to be made we do hereby bind ourselves our heirs executors and administrators Jointly and Severally sealed with our seals and dated this 28th day of July 1837

The condition of the above obligation is such that whereas the said William Sharp has this day obtained the allowance of a writ of Certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for the sum of twenty five Dollars seventy four cents and costs of Suit lately rendered against the said William Sharp and Amariah S. Sharp by Ira Wood a Justice of the peace within and for said County of Union in a certain action then pending before him wherein the Andrew Young was Plaintiff and said Sharps were Defendants Now if the said William Sharp shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of the said writ of Certiorari together with the amount of any Judgment that may be rendered against the said William Sharp and Amariah S. Sharp on the further trial of said Cause, after the said Judgment of the said Justice of the peace shall have been set aside or reversed then this obligation shall be void otherwise in full force and virtue in Law

William Sharp (Seal)

approved by me
J. H. Gill Clerk

D B Smith (Seal)

Saml. Bradford (Seal)

Civil/Domestic Case File

Case No. 1837-CV-0040

And the said William Sharp & Amariah Sharp now come & say that there is error in the within proceedings in this court

The record does not set forth a partnership between said Defendants nor any facts that would make them jointly liable under the signature of one of Defts.

2nd There is not plaintiff ship & nothing between said Defts

3 Defendants were sued to answer unto Andrew Young & the note offered in evidence was given to Andrew Young and not ~~[illegible]~~ Andrew – And not given to Andrew Young as Defts were ~~[illegible]~~ summoned to answer

4th Judgt was in favor of Pltff whereas it should have been in favor of Defts.

Hall & Lawson p
Deft

I allow a writ of certiorari to issue on the within case upon Deft giving security according to law

July 28th 1839

To the Clerk
of Union Comm Pleas

Robert Nelson } Associate
Judge

Andrew Young
vs
Wm Sharp & others
Certiorari
Filed July 28 1839
J. G. M. Ellis

State of Ohio

Union County Paris Township Ins Docket Entry

Andrew Young Plff } Suit Brought on Note
vs } July 18th 1837
Wm Tharp & Amariah S. Tharp trading under the firm of Wm Tharp and Company Deft } On application of Plantiff a summons issued directed to Abel Marks Constable returnable on the 22d Ins at 4 Oclock P.M, on said day which was returned in due time by said Cons endorsed served by reading to Wm Tharp & Amariah S. Tharp Serve $-20 Milag 5 = 25

Debt $25-74 cts

Ins costs	Summons	-12½
	Satisfac	-10
	Subpoena	-12½
Swearing 2 Witnesses		-8
	Judgment	-25
	Execution	-25
	Transcript	-31¼
Cons Costs		-40
2 Witnesses Fee		1-00

Subpoenas issued by order of Plantiff for Sifsle Subpoena returned by Abel Marks Constable endorsed served by reading Serve -10 cts Milag 5 = 15 cts

July 22d 1837 The parties present and ready for trial O Sifsle and James Gill were sworn and examined as witnesses, after Consideration It is considered by me, that the Plantiff recover of the Defendant the sum of twenty five Dollars seventy four cents and costs of suit

July 24th 1837 Execution Fi Fa issued to Abel Marks Constable

State of Ohio Union County Paris Township ss
I do hereby certify that the above is a full and a true copy from my Docket of the proceedings had by and before me in the above cause

Ira Wood JP
of the aforesaid Township

Union Com Pleas

Andrew Young

v

Wm Mapes and

Amariah S. Mapes

Filed Aug 8th 1837

James H Gill Clerk

Cost bill made

Transcribe

Clerk of the Court
of Common Pleas
Transcribe
Filed August 8th 1839
J. H. Gill Clerk

State of Ohio
Union County Paris Township Justice Docket Co

Suit Brought on Note
July 18th 1837
On application of Pltff
Summons issued to
Abel Marks Constable
returnable on the 22d
, Ins, at 5 Oclock P.M.
on said day which was
returned in due time
by said Constable endorsed
Served by reading to Wm Thaxp
and Amariah S Thaxp
Service $-20 cts Mileage $-5 = 25-
July 22d 1837 The parties
present and ready for trial
After investigation [illegible] is
considered that by me that
the Plantiff recover of the
Defendant the sum of fifty
Dollars forty two cents and cost of suit,

Andrew Youngs Pltff
vs
Wm Thaxp & Amariah S. Thaxp trading under the firm of Wm Thaxp & Company Defts

Debt	$50-42
Ins costs Summons	12½
Sattisfac	-10
Judgment	-25
Execution	-25
1st Transcript	-31¼
2d Transcript	31¼
	31¼
	$:66¼
Cons cost	-25
on Execution	$2-70 cts
	4.61¼

July 24th 1837 Execution (Fi Fa) issued to
Abel Marks Constable, Execution recalled
July 26th 1837 Transcript granted at the
instance of Hall & Lawrence Attys for Defts
Augt 5 1837 Transcript entered to the Court of
Common Pleas,

State of Ohio
Union County Paris Township ss,
I do hereby certify that the above
is a full and true copy from my
Docket, of the proceedings had by and before
me in the above cause

Ira Wood JP
of the aforesaid Township

Union Com. Pleas

Andrew Young

v

Wm Sharp and

Amariah S Sharp

Filed Aug 8th 1837

James H. Gill Clerk

State of Ohio Union County ss

To Ira Wood Esqr a Justice of the Peace within and for the Township of Paris and County aforesaid Greeting We command you that a certified Transcript of the record and proceedings of a certain Suit late pending before you wherein Andrew Young was Plaintiff and William Sharp and Amariah S. Sharp were defendants and wherein you on the 29th day of the present month rendered a Judgment for the Sum of twenty five Dollars and seventy four cents. and the costs of prosecution in favor of the said Andrew Young and against the said Sharps 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 aforesaid on the first day of their next term

Witness J. R. Swan President of said Court this 29th July 1837

James H. Gill Clerk

The Pltff [redacted]

The Defendants now come and say that there is error in the proceedings aforesaid in this Court

First

There was no proof on the trial that that any partnership existed ~~on the trial~~ between the defendants

2d There was a variance between ~~not~~ the note & record The suit was commenced in the name of Andrew Young & the note was given to Andrew Young

3d The judgment was for Pltff whereas it should have been for Defendants

4th For divers other good & valid reasons Defts Therefore pray this Court to allow them the writ of certiorari

Wm Hart &
Amariah S Thompson

Andrew Young
v
Thompson

Filed April 21. 1838
Thos H Lee Clk

State of Ohio, Union Co, Paris Township Jus Docket Entry

Andrew Young Pltff
vs
Wm Sharp & Amanda J Sharp trading under the firm of Wm Sharp & Co

Suit Not on note.
July 18th 1837

On application of Pltff a summons issued directed to Abel Marks Const returnable on 22nd Inst at 4 o'clock PM on said day which was returned in due time executed served by reading to Wm Sharp & Amanda J Sharp

Service 20 — Mileage 5 = $-25

Debt. 25.74
Sub 10
Serv. 2 wits 18
Judg 25
Exn 25
2 Summons 62½
Const Cost 40
Wm Sharp Jun 1.00
4.70½
31¼
5.01¾

July 19th Subpoena issued by order of Pltff for Oh Cissel
Subpoena returned by const indorsed served by reading same
Fees 10 mileage 5

July 22d 1837. Parties personally ready for trial. Oh Cissel, Jesse Cole sworn and examined as witnesses after examination it is considered by me that the Plaintiffs recover of the Defendants the sum of Seventy five dollars seventy four cents and costs of suit. July 24th 1837 execution issued to Abel Marks Const. Fifa recalled

I do hereby certify that the above is a true Transcript from my docket of the proceedings had before me in the above cause

April 21st 1838

Given under my hand

Ira Wood J.P.

Union Com Pleas

Andrew Youngs

v } Certiorari Bond

Wm. A. Sharp

Filed July 28th 1837

James H. Gill Clerk

Recorded

Know all men by these presents that We Wm Sharp and P B Smith S. Bradford of the County of Union and State of Ohio are held and firmly bound unto Andrew Youngs of the County of Delaware and State aforesaid in the penal sum of one hundred and fifty Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators Sealed with our Seals and dated this 28th day of July 1837

The condition of the above obligation is such that whereas the Said William Sharp has this day obtained the allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for the sum of Fifty Dollars and forty two cents Damages and costs of suit lately rendered against the said William Sharp and Amariah S Sharp in Company by Ira Wood a Justice of the peace within and for said County of Union in a certain action then pending before him wherein Andrew Youngs was Plaintiff and the said William Sharp and Amariah S Sharp were Defendants Now if the said William Sharp shall well and truly pay all costs and charges which have accrued or which may accrue in the prosecution of said writ of certiorari together with ~~any~~ the amount of any Judgment that may be rendered against the said William Sharp and Amariah S Sharp on the further trial of said cause, after the said Judgment of the said Justice of the peace shall have been set aside or reversed then this obligation shall be void otherwise in full force and virtue in Law

Approved by me
I. H. Gill Clerk

William Sharp Seal

P B Smith Seal

Sam'l Bradford Seal

Civil/Domestic Case File

Case No. 1837-CV-0041

No. 37-CU-41

Union Common Pleas Court

Mortimore Bentley
Plaintiff,

against

Noah Garrett
Defendant.

SEP 1837

Settled 10/2/1837

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

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

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

Mr Bentley
vs
Noah Garnet

Filed Aug 2
1837 J McGill clk

Mortimore Bentley
Noah Ganet } Replevin

Clerk issue a writ of Replevin for the waggon two Back Bands one Lead Rein in the Above Cause

Damages $50.00 —

M. Bentley

the Above named Mortimore Bentley makes oath & says that he has Good right to the possession of the Goods and Chattles described in the Above Precepie and that the same are wrongfully Detained by the said Noah Ganet and that the said Goods and Chattles were not taken in execution or any Judgement against the said Mortimore Bently nor for the payment of any tax fine or amercement. apessed against him

M. Bentley

Sworn & Subscribed Aug. 2. 1837.

Mr Stuart Jr Clerk

October the 2nd 1836

Received in full of my Costs in a Suite

Between Mr Bentelly and Noah Garratt

John M. Burson

October the 2nd 1896

Received in full of my Caustsin
a sute Betwene M Benlolly
and Noah Garrett

Daniel mx Johnson
mck

M Bailey
vs
N Garrett
Bond $100,00

Filed Sept 13th 1837
James F. Gillett

Case Settled.
by parties and
withdrawn
October 2. 1837

Know all men by these presents that we Mortimore Bentley James Evans Stephen McLain

are held and firmly unto ~~Jason~~ Noah Ganet in the penal sum of One hundred — Dollars to the payment of which well and truely to be made we do hereby Jointly and Severally Bind ourselves our his executors and administrators Sealed with our Seals and dated this third day of August AD 1837 The Condition of the above Obligation is such that whereas the Said Mortimore Bentley on the 3d day of August AD 1837 Sued out of the Court of Common pleas of the Said County of Union a writ of Replevin against the Said ~~Jason~~ Noah Ganet for the following property to wit one Waggon two Back Bands 1 Dead Rain — " " " " " "

and which Said Writ is returnable at next term of Said Court now if the Said Mortimore Bentley Shall appear at the next Term of Said Court and prosecute his Said Suit to effect and pay all Costs and damages which Shall be awarded against him then this Obligation Shall be void otherwise in full force & virtue in Law

Mr. Bentley Seal
Stephen McLain Seal
James H. Evans Seal

Recd August 3d 1857 and Served Same Day by Replevying ~~the~~ the property herein named and by riding in the presence and hearing and by delivering a certified Copy of the within writ to N Garrett and by causing Said property to be appraised and by delivering Said property to Said Bentley and taking his Bond therefor

R Clark Sheriff

Serv	35
Alias	60
Inquest	1,00
Bond	50
Copy	15
	$2,60
Appraisers	1,50
	$4,10
R Clark Sheriff	

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that without delay you cause to be replevied unto Mortimore Bentley the Goods & Chattles following to wit one Waggon two Back Bands one Lead Rein which said ~~Isaac~~ Noah Ganet Wrongfully Detains from the said Mortimore Bentley as is said and also that you Summon the said ~~Isaac~~ Noah Ganet to appear before our Court of Common pleas of said County at their next term to answer unto the said Mortimore Bentley for the unlawful Detention of the Goods and chattles aforesaid Damages Fifty Dollars and have you then there this writ Witness J R Swan Esq President of said Court this 2nd day August 1887

W M Steele for
James McGill Clerk

Mr. Bentley
vs
N. Garrett
Appraisement

We John R Burson Daniel Johnson & John Smith
House holders of Union County being called on
and duely sworn by R Clark Sheriff to appraise
certain property taken in Replevin at the
Suit of Mortimer Buttry against Noah
Gerdett have appraised one Wagon at $40.00
two Back Bands at 68¾ cents each and one
Lead Rein at ~~[illegible]~~ 50 cents

Given under our hands and Seals this 32 day of August 1857

John Smith (Seal)

his
Daniel Johnson (Seal)
mark

John B. Burson (Seal)

Civil/Domestic Case File
Case No. 1837-CV-0042

No. 37-CV-42

Union Common Pleas Court.

Cornelias Mershon
Plaintiff,

AGAINST

Solomon Postels.
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT

Journal 2 Page 42

Record No. 3 Page 157

Ex. Doc. 1 Page 131

Union Com. Pleas

Cornelius Meshon

vs } Precipe

Solomon Postatt

Filed August 28th 1837.

J. H. Gill Clerk

Cornelius Mershon
vs
Solomon Postall } In Replevin Damages seventy five dollars

Issue a writ of Replevin for the following goods & chattles to wit one black Iron grey mare.

To the Clerk of union Common Pleas
August 28th 1837 Cornelius Mershon

The above named Cornelius Mershon makes oath & says that he has good right to the possession of the property described in the above precipe & that the same is wrongfully detained by the said Postall & that the said goods & chattles were not taken in execution or on any Judgement against the said plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff

Cornelius Mershon

Sworn to & Subscribed before me Aug. 28th 1837 J. H. Gill Clerk

and delivering a copy to defendant
Served by Replevying the Mare and Appraising
the same by the Oaths of S Gilbert A Skinner
and C Farnum to 40 Dollars and delivered
the Same & took Bonds for 150 Dollars of
C Merchant August 28th 1837

R Clark Sheriff

Filed Sept 28 1837
Jos. H. Gile Clk

R. Merchant		
vs		
Pl.		
Costs		
Serv.	85	
Mil.	25	
Summons	12½	
Bond	50	
	$2.12½	
Copy	12½	
	2.00	
3 Attendances	1.50	
	3.75	

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 Cornelius Mershon one dark Iron Gray mare which Solomon Postatt wrongfully detains from the said Cornelius Mershon as is said and also that you summon the said Solomon Postatt 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 Cornelius Mershon for the unlawful detention of said Property Damages $75.00 and have you then there this writ. Witness I R Swan President of said Court this 28th Aug AD 1837

James H. Gill Clerk

C Merchon
vs
S Postall
Appraisement
Filed Sept 28th 1837
Jas. H. Gill Clk

We Aaron Skinner Chester Fairman & Sidney Gilbert being called upon ~~and~~ duly Sworn by R Clark Sheriff to Appraise a certain Dark Iron Gray mare taken in Replevin at the Suit of Cornelius Merchant against Solomon Postall and on actual view do Appraise said Mare to forty dollars given under our hands and seals this 28th day of August 1837

Aaron Skinner Seal

Sidney Gilbert Seal

Chester Fairman Seal

C Merchan
vs
S Poftolle
Bond

Filed Sept 28. 1837
Ws. H. Gill Clerk

Know all men by these presents that we Cornelius Mershon Hezekiah Bates Isaac Dodd are held and firmly bound unto Solomon Postell in the penal sum of one hundred & fifty dollars to the payment of which we bind our selves our heirs Executors & Administrators, sealed with our seals and dated this 28th day of August 1837 the condition of the above obligation is such that whereas the above named Cornelius Mershon on the 29th day of August 1837 sued out of the Court of Common Pleas of Union County a writ of Replevin against the said Solomon Postell for the following property to wit one Iron Grey Mare which writ is returnable at the next term of said Court now if the said Cornelius Mershon shall appear at the next term of said Court and prosecute his suit to effect and pay all Costs and Damages which shall be awarded against him then this obligation shall be void otherwise to remain in full force in Law

Cornelius Mershon Seal

his
Isaac ~~H~~ Dodd mark Seal

Hezekiah Bates Seal

Solomon Portlo

ads

Notice

Cornelius Abraham

Solomon Hartley Respondent

vs Union County Common Pleas 1858

Cornelius Abraham

The Plaintiff or William C Lawrence his attorney will take notice that the Defendant will proceed to take the Deposition of Eli Williams Jackson Williams William Hostle Adam Round & others before Abel Betts Esq a justice of the Peace for Deer Creek Township in Madison County at his office in said Township on the 9th day of June next between the Hours of 9 o'clock A M & 6 o'clock P M of said day to be read in Evidence on the part of the Defendant on the Trial of the above Cause

16th May 1858

Moses Kasson Defts atty

Given apric 9th 1838

James M. Giddle

Cornelius Lagg Ch aint Sq you can't prove it

F. Clairmont

Union County Pleas 1838

Solomon Portile
vs
Cornelius Merchan } Plea de

And the said Solomon Portell by
Allans & Barnum his attorney comes & defends the wrongs & injury
when &c and says that he did not take the said dark gray gelding
in the said Declaration mentioned in manner & form as the said
Cornelius Merchan hath above thereof complained against him & of
this he puts himself upon the Country &c

Allans & Barnum Defts Atty

Notice

The Plaintiff for his attorney will take notice that the Defendant on the
trial of this cause will offer Evidence to prove & assert that the said
Dark gray gelding in the Plaintiffs Declaration mentioned before & at the Com-
mencement of this suit belonged to & was the proper Goods & Chattles of
~~the Defendant~~ one James Portell & that the Defendant has said Horse in his
Possession by the Permission of the said James Portell &c

C. Merchon
vs
J. Postace

Declaration

filed April 4
1838

James H. Gill Clk

Union County ss / Court of Common Pleas Oct term 1837

Cornelius Merthon Complaints of Solomon Postalle in a plea of replevin for that the said Solomon Postalle on the first day of August in the year 1837 at the County of Union was possessed of certain goods and chattels of the said Cornelius to wit one dark Iron Gray mare to be delivered to the said Cornelius when he the said Solomon should be thereunto afterwards requested yet the said Solomon tho often requested so to do hath not delivered the said goods and chattels nor part thereof to the said Cornelius and so the said Solomon wrongfully detains the same from the said Cornelius to his damage Twenty five dollars and thereupon he sues &c

Lawrence & Cole
attys for pltff

Filed July 10 1838
Jas M Smith

Bill of Costs

4 Witnesses	$2.00
1 Subpoena for 4	24
1 Swearing Witnesses	16
4 Depositions	1.00
	$3.40

Union Com. Pleas

Cornelius Mershon
vs
Solomon Postles

Served by reading to Ingraham
A Mershon A Mershon J Mershon
J Forman D A Gandy
D Baum not found

R Clark Sheriff

July 14th 1838

Ser ——— 87½
Mil ——— 50
137½

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Joseph Ingraham Isaac Meshow Nathaniel Meshow Thomas Meshow Thomas Fornow David Bacon & Abijah Sandy

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Cornelius Meshow in a certain matter in controversy in our said Court depending: wherein Cornelius Meshow is plaintiff, and Solomon Pottles defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* thirteenth *day of* July *A. D.* 183 8

James H Gill *Clerk.*

Union Com. Plea

Cornelius Mershon
vs } Fi Fa
Solomon Postles

Judgt	Damg.	$00.01
costs		36.71
writ		35
		$37.07

Filed out 27th 1838
Jas. H. Lee Clerk

Filed Sept 1837

Cornelius Mershon Executor of the estate of William Mershon dec'd vs Solomon Postles & others Plaintiff's demand $ [illegible]
Debt 200 for detention of Slaves — $33.1[illegible]
William Mershon Plaintiff's Atty
By [illegible] Assumpsit Oct 3

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Madison 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 13th day of July A. D. 1838 Cornelius Mershon

recovered against Solomon Postles

as well the sum of one cent ~~dollars~~

and cents, for his damages, as the sum of $36.71

for his 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 Solomon Postles

you cause to be made the damages and costs aforesaid, with interest thereon from the thirteenth day of July A. D. 1838, 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 ~~Cornelius~~ Cornelius Mershon

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 August A. D. 1838

Attest: James H. Gill Clerk.

November 9th 1838 –

Received of the within defendant in full forty one dollars & sixty two & a half cents. –

Sheriffs Fees $4.12½

W. Warren Sheriff of M.C.O.
By J. J. Freeman D/S

Lincoln Term. Plea
Trespass Martin
vs
Abraham Potter
Recd Feb 26. 1839
James W. Fuller Clk

State of Ohio Union County ss

To the Sheriff of Madison County Greeting

We command you that of those goods and chattels of Solomon Postets in your bailiwick which you lately according to our command took into your hands and which yet remain unsold you cause to be made the sum thirty seven Dollars and seven cents which Cornelius Mershon recovered against the said Postets as costs at the July Term of the Court of Common Pleas for the County of Union, as also the sum of $3. 37½ as costs of increase in said Judgment and the accruing costs and have said money before our said Court at their next term to render unto the claimants and have you then there this writ

Witness James H Lee Clk
of the Court of Common Pleas
for the County aforesaid this
27th day of Oct 1838

Jas H Lee Clk

Civil/Domestic Case File

Case No. 1837-CV-0043

No. 37-cu-43

Union Common Pleas Court.

B Lynn J

Plaintiff,

AGAINST

James Willard

Defendant.

APR TERM 1838

JUDGMENT VS DEFENDANT
$97 07

Journal 72 Page 17

Record No. 3 Page 123-

Ex. Doc. Page

D Lyon.

To } Arbitration Bond

James. Millan

Filed April 20. 1838

James H. Gill Clk

Recorded

Know all men by these presents that I Benjamin Lyon am held and bound to James Willard in the sum of five hundred dollars, for the payment of which I do hereby bind myself. Sealed with my seal, and dated this 21st day of Sept. A.D. 1837

The condition of this obligation is such that if said Benjamin Lyon or his executors or administrators on his or their part and behalf shall abide by and perform the award of Wm. B Lucas Andrew Keyes and John F Sabin or any two of them: and which arbitrators have been chosen by said Benjamin Lyon and James Willard to award and determine all differences, damages, claims, and demands, whatsoever both in law and equity, now existing between them so as the said award be made in writing, under the hands of the said arbitrators or any two of them, and ready to be delivered to said parties on or before the 2nd day of October A.D. 1837 and the said arbitration to be held at the office of David Burnham Esq. in the township of Union and County of Union on the 2nd day of Oct A.D. 1837, the arbitrators having liberty to adjourn from time to time, but not beyond the ~~time~~ period above mentioned for the delivery of the award. Then the above obligation to be void and of no effect otherwise to remain in full force and virtue in law. and the said Benjamin Lyon doth hereby consent and agree that this his submission, shall or may be made an order or rule of the court of Common Pleas of Union County Ohio

Benjamin Lyon

Award

Filed Apr 21 1838
J H Gillet Clk

James Hillard
vs
Z Howard
Benjamin Tyler

Whereas differences have arisen between James Willard & Benjamin Lyon and they on the ~~day~~ 21st day of Sept. A.D. 1837 by arbitration bonds then executed by them submitted to the undersigned to determine and award upon, all differences, damages, claims, and demands whatsoever, both in law and equity then existing between them

In pursuance of said submission, the undersigned arbitrators met at the office of David Burnham Esq. in the township of Union and County of Union and State of Ohio — The parties being present and having then and there taken upon ourselves the burden of said submission heard the proofs and allegations of said parties And now at the time and place above mentioned the undersigned do make and publish the following as their final awards in the said premises

We do order adjudge and award

First That the said Benjamin Lyon pay the said James Willard the sum of Eighty dollars on or before the first day of January 1838 with interest and also three dollars thirteen cts costs made before John F. Sabin Esq. and eleven dollars eighty seven cts costs made on this arbitration

Second That the said James Willard upon receiving the above amount of eighty dollars shall execute to the sd. Benjamin Lyon a release of certain privileges on two lots of land which the said James Willard now holds and all other claims and demands whatsoever prior to this date in

witness whereof we have hereunto set our hands this 21st day of October 1837

William B. Thom } arbitrators
John F. Sabin }
Andrew Hayes,

Civil/Domestic Case File

Case No. 1837-CV-0044

Civil/Domestic Case

1837-CV-0044

located with

Supreme Court Case

1837-SC-0007

Civil/Domestic Case File

Case No. 1837-CV-0045

No. 37-CU-45

Union Common Pleas Court.

Clinton Bank
Plaintiff,

AGAINST

Silas G Strong et al
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$1015-30

Journal 1 Page 337

Record No. 3 Page 100

Ex. Doc. 1 Page 102

Clinton Bank

vs

Silas G. Strongitharm

Filed Oct 3a 1837

Sa. H. Pell Clerk

STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } October Term, A. D. 1837.

The President, Directors and Company of the Clinton Bank of Columbus
complain of Silas G. Strong Stephen McLain & Ransom Clark

in a plea of assumpsit, for that, whereas the said defendants on the thirtieth day of March A. D. 1837, at the county aforesaid, made their bill of exchange in writing, and directed the same to R. J. Wharton New York and thereby required the said R. J. Wharton to pay to the order of Plffs at the Phoenix Bank New York one thousand dollars ninety days after the date thereof, (which period has now elapsed,) and then and there delivered the same to the said Plffs ~~and the said~~ ~~then and there endorsed the same to the plaintiffs~~ and the said R. J. Wharton New York did not pay said bill, although the same was presented at the said Phoenix Bank New York for payment on the day when it became due: of all which the said defendants then and there had due notice. ~~And whereas, the said defendants afterwards, to wit, on the~~ day of A. D. 183 , at the county aforesaid, in consideration of the premises, then and there promised to pay the amount of said bill to the said plaintiffs, on request—yet disregarded promise and not paid the amount of said bill or any part thereof; and also, for that, whereas, the said defendants, on the day of A. D. 183 , at the county aforesaid, made other bill of exchange in writing, and directed the same to the said
and thereby required the said
to pay to the order of the said
at
dollars
after
thereof, (which period has now elapsed,) and then and there delivered the same to the said
and the said
then and there endorsed the same to the plaintiffs; and the said
did not pay said bill, although the same was presented at
for payment on the day when it became due; and the plaintiffs aver that, at the time of the making of said bill of exchange, and from thence until and at the time when the said bill was so presented for payment as aforesaid, the said
had not in hands any effects of the defendants, nor had received any consideration for the acceptance or payment by the said
of the said bill of exchange, nor the defendants sustained any damage by reason of not having notice of the non-payment by the said
of the said bill of exchange. Of all which, the said defendants on the day of A. D. 183 , had notice. And whereas, the said defendants afterwards, to wit, on the day of A. D. 183 , at the county aforesaid, in consideration of the premises, promised to pay the amount of said bill to the plaintiffs on request; yet disregarded ~~promises, and not paid the amount of said bill or any part thereof~~. And also, for that the defendants on the first day of January A. D. 1837, at the county aforesaid, was indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request; and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request; and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in five thousand dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned, to the plaintiffs on request; yet they have disregarded their said promises and have not paid any of said moneys or any part thereof; all which is to the damage of the said plaintiffs five thousand dollars, and therefore they sue, &c.

Jonathan D. Bates
Atty for Plffs

Union C.c.

Silas G. Strong et al.

$1000

No 4777.

Due June 28/1

$1015.30

Ent'd

Brush appears for defts

Filed Oct 3d 1837

Jas H. [illegible] Clerk

1.65

$1000. Columbus, March 30. 1837

Ninety days after date of this our first of exchange, (second of the same tenor and date not paid,) pay to the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, or order, at the Phoenix Bank New York one thousand dollars, for value received.

To R. J. Wharton Esqr
New York

Silas G. Strong
Stephen McLain
Ransom Clark

$1000 Columbus, March 30. 1837

Ninety days after date of this our second of exchange, (first of the same tenor and date not paid,) pay to the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, or order, at the Phoenix Bank New York one thousand dollars, for value received.

To R. J. Wharton Esqr
New York

Silas G. Strong
Stephen McLain
Ransom Clark

Know all men by these presents, That we Silas G. Strong Ransom Clark & Stephen McLain of the county of Union in the State of Ohio, and each of us, do hereby dispense with protest and notice to us, and each of us, in case of the non-acceptance or non-payment of the above Bill of Exchange and do hereby nominate and appoint James S. Bates attorney at law, or any other attorney at law, of any of the Courts of record of the State of Ohio, to appear for us, and each of us, in any Court of record, of the State of Ohio; and appear to a declaration or declarations against us, and each of us, in favor of the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, and to confess judgment against us, and each of us, in favor of said the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, at any time after the thirtieth day of June next, for the sum of one thousand dollars, with interest thereon, after said last mentioned date, and also, the damages thereon, allowed by law on protested bills of exchange, drawn on any person or persons, or body corporate, within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio; and also, for costs of suit. And our said attorney, or any other attorney of the Courts of record aforesaid, is hereby authorized and empowered for us, and each of us, to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid, to be by him confessed. And for doing all these things, and whatsoever may be necessary and proper, for confessing judgments as aforesaid, releasing errors and right and benefit of appeal, this shall be a full warrant, to our said attorney, or any other attorney as aforesaid.

Witness our hands and seals, this thirtieth day of March 1837

Silas G. Strong L.S.
Stephen McLain L.S.
Ransom Clark L.S.
L.S.

[*All* the blanks in the above *warrant of attorney*, ought to be filled up *before signing*. The bills may be left blank, however, if the drawers wish it.]

Filed Nov 20, 1849
Thos Hooker for C&R

Oct. 17, 1849. n5w5pf.$5,00

CLINTON BANK of Columbus vs. Silas G. Strong, Stephen McLain and Ransom Clark. By virtue of a ven expo's to me directed from the Court of Common Pleas of Union Co., Ohio, I will offer for sale at the door of the Court House in Marysville, in said county, on the 20th day of November, 1849, between the legal hours, the following described real estate, to wit: three lots of land, part of survey No 2832, containing 119 acres each; beginning at 2 beeches and a lynn, south east corner of the original survey north 83deg. west 138 poles to a beech and hickory, thence north 7 deg. east 138 poles to a black ash, thence south 83 deg. east 138 poles to a sugar, hickory, and beech, thence south 7 deg. west 138 poles to the beginning. One other lot in same survey, containing 119 acres, beginning at a sugar-tree, hickory and beech, in the east line of said survey, thence north 83 deg. west 138 poles to a black ash, thence north 7 deg. east 138 poles to 2 sugartrees and ironwood, thence south 83deg.E 138 poles to an elm and maple, thence south 7 deg. west 138 poles to the beginning. One other lot in said survey containing 119 acres, beginning at an elm and maple in the east line of said survey, thence north 83 deg. west 138 poles to 2 sugartrees and an ironwood, thence north 7 deg. east 138 poles to 2 elms and a beech, thence south 83 deg. east 138 poles to 2 sugars and hickory north east corner to said survey, thence 7 deg. west 138 poles to the beginning. Said 3 lots coataining 357 acres. Appraised at three dollars per acre.

PHILIP SNIDER, Sheriff.

Oct. 17, 1849. n5w5pf.$5,00

JAMES M. INGHAM

State of Ohio Union Co. Ohio
Personally appeared C. S. Hamilton Editor and proprietor of The Marysville Tribune a newspaper printed and in general circulation in said County of Union, and being duly sworn, deposes and says that the annexed advertisement of Sale, in the case of The Clinton Bank of Columbus against Silas G. Strong and others, was published in said paper for more than thirty days previous to this date and weekly successively from Oct. 17-1849 —

C S Hamilton

Sworn to and subscribed before me, this 20 day of November A.D. 1849.

Fees
Printer $5.00
affidavit 12½ } $5.12½ / 1.00

James Lowes J.P.

Civil/Domestic Case File

Case No. 1837-CV-0046

No. 37-CV-46

Union Common Pleas Court.

Clinton Bank
Plaintiff,

AGAINST

Stephen McLaughlin
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$701 70

Journal 1 4 Page 335 337

Record No. 3 Page 102

Ex. Doc. 1 Page 94½

Clinton Bank

vs

Stephen McLain et al

Filed oct 30. 1837

Thos. H. Sherrill Clerk

STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } October Term, A. D. 1837.

The President, Directors and Company of the Clinton Bank of Columbus

complain of Stephen McLain, Silas G. Strong & Alexander Pollock

in a plea of assumpsit, for that, whereas the said defendants on the twenty ninth day of March

A. D. 1837, at the county aforesaid, made their bill of exchange in writing, and directed the same to R. J. Wharton New York and thereby required the said R. J. Wharton to pay to the order of J. Delafield & Co. at the Phoenix Bank New York eight hundred dollars dollars ninety days after the date thereof, (which period has now elapsed,) and then and there delivered the same to the said J. Delafield & Co. and the said J. Delafield & Co. then and there endorsed the same to the plaintiffs and the said R. J. Wharton did not pay said bill, although the same was presented at the said Phoenix Bank New York for payment on the day when it became due: of all which the said defendants then and there had due notice. ~~And whereas, the said defendants afterwards, to wit, on the~~ day of A. D. 183 , at the county aforesaid, in consideration of the premises, then and there promised to pay the amount of said bill to the said plaintiffs, on request—yet disregarded promise and not paid the amount of said bill or any part thereof; and also, for that, whereas, the said defendants, on the day of A. D. 183 , at the county aforesaid, made other bill of exchange in writing, and directed the same to the said and thereby required the said to pay to the order of the said at dollars after thereof, (which period has now elapsed,) and then and there delivered the same to the said and the said then and there endorsed the same to the plaintiffs; and the said did not pay said bill, although the same was presented at for payment on the day when it became due; and the plaintiffs aver that, at the time of the making of said bill of exchange, and from thence until and at the time when the said bill was so presented for payment as aforesaid, the said had not in hands any effects of the defendants, nor had received any consideration for the acceptance or payment by the said of the said bill of exchange, nor the defendants sustained any damage by reason of not having notice of the non-payment by the said of the said bill of exchange. Of all which, the said defendants on the day of A. D. 183 , had notice. And whereas, the said defendants afterwards, to wit, on the day of A. D. 183 , at the county aforesaid, in consideration of the premises, promised to pay the amount of said bill to the plaintiffs on request; yet disregarded promises, and not paid the ~~amount of said bill or any part thereof~~. And also, for that the defendants on the first day of January A. D. 1837, at the county aforesaid, was indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request; and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request; and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in five thousand dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned, to the plaintiffs on request; yet they have disregarded their said promises and have not paid any of said moneys or any part thereof; all which is to the damage of the said plaintiffs two thousand dollars, and therefore they sue, &c.

Benjamin F. Bates
atty for Plff

confessing judgments as aforesaid, releasing all errors and rights & benefit of appeal, this shall be a full warrant, to our said attorney or any other attorney as afore-said — Witness our hands & seals this twenty ninth day of March A.D. 1837 —

Stephen McLain (Seal)
Silas G Strong (Seal)
A. Pollock (Seal)

Union Co
Stephen McLain
$800
No 4778
June 27/30

Entd

Filed Oct 30 1837
Jas. H. Gill Clerk

1837 June 30 Rec'd in the within One hundred & Nine Dollars

$800. Columbus March 29. 1887

Ninety days after date pay to the order of ~~the J. Schaefer~~ J. Schafield jr Cashr at the Phenix Bank New York eight hundred dollars for value received –

To R. J. Wharton Esqr
New York

Stephen McLain
Silas G Strong
A. Pollock

Know all men by these presents that we Stephen McLain Silas G. Strong and A. Pollock of the County of Union & State of Ohio, and each of us, do hereby dispense with protest and notice to us and each of us in case of the non acceptance or non-payment of the above Bill of exchange, and do hereby nominate & appoint James I Bates attorney at law or any other attorney at law of any of the Courts of record of the State of Ohio, to appear for us and each of us in any court of record of the State of Ohio and appear to a declaration or declarations against us and each of us in favor of the President Directors & Company of the Clinton Bank of Columbus at any time after the twenty ninth day of June next for the sum of eight hundred dollars with interest thereon and also the damages thereon allowed by law on protested Bills of exchange drawn on any person or persons or body corporate, within the jurisdiction of the United States and without the jurisdiction of the State of Ohio and also for costs of suit. And our said attorney, or any other attorney of the Courts of record aforesaid, is hereby authorized and empowered for us and each of us to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid, to be by him confessed. And for doing all these things, and whatsoever may be necessary & proper for

Union Com. Pleas

Clinton Bank

vs

Stephen McSaind et al

Damages	$ 701.70
Costs	7.50
Increase	12.37½
mit	.35

Cr. Dec 6/37 $200.00

Sey	75
Ded	1.87½
Mil	10
	$2,72½

Filed July 10. 1839

Jas. H. Gill Clk

	12.37½
	2.72½
apl 39	.35
	15.45

Rec'd April 30th 1839
Submitted property to Deft on the writ
fully paid property upon which execution
issued no bidders

E 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 third day of October A. D. 1837 The President Directors & Co of the Clinton Bk Columbus recovered against Stephen McLain Silas C. Strong and Alexander Pollock

as well the sum of Seven hundred and one dollars and Seventy cents, for their damages, as the sum of $ 7.05 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 writ and which do remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also the sum of $ 12.37 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 29th day of Apl A. D. 1839

ATTEST: Jas. H. Gill Clerk.

Union Cond. Pleas

Clinton Bank
vs No. 13
Stephen McLain
Silas G. Strong
Alex. Pollock

dam	$701.70
Costs	7.05
Increase	19.77
Int	.35

Cr Dec 6.737 $100.00

Serv	75
Mil	10
Levy	35
Pamdage	2,65
	3 85
Advertising	1 87
	$5,72

Filed May 18th 1840

Ja. H. Gill Clk

Nov 39

20.12
5.72
25.84

19.77
5.72
.35
25.84

0648
0648
0648

Now 4th 1839 Since the 13 day of
even admitted judgment to be entered the
16th Day of May 1840 for the following property
and sold one horse to Stephen McLain for $21.00
one yoke of oxen to Do " 30.50
one horse to Silas G. Strong " 38.50
one yoke of oxen to Do " 40.50
one heifer to Alex Pollock " 4.75
one Do " 2.25
$132.50
the balance of the property not sold for costs
J. Wilson

Clerk Supy

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 Stephen McLain S. G. Strong & A Pollock to wit 1 heavy wagon pleasure wagon & harness 2 pair oxen 3 horse beasts 7 three year old cattle 3 two year old steers 1 yearling steer 1 cooking stove plough & harrow 3 log chains 2 common stoves & pipes

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 Seven hundred and one dollars and 70/100 damages and $7.05/c costs

with interest thereon from the day of A. D. 18 until paid.

Also, $ 19.77/c increase of costs, which late in our said Court the said Pltffs recovered against the said Said defendants

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 Pltffs

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 Cond. Pleas

Clinton V Bank

vs

Stephen McClain et al.

Damages	$ 701.70
Costs	7.05¼
Increase	15.45
Mit	.35

Cr the Cte 1/37. $200

Serv	75
Mil	5
Adv	1,87½
Poundage	130
	$3,97½

Filed Oct 29. 1839

James H. Gill Clerk

19.77¼

July 39

No. 15

1 Heavy wagon pleasure wagon & Harness & pair oxen 3 Horse beast 7 3 year old cattle 3, 2 year old Steers 1 yearling Steer 1 cooking stove plow & harrow 3 log chains 2 common stoves & pipes

property in the within case

Filed July 17th 1839 Inventory of property to levied on the 25th day of October 1839 & property levied to satisfy execution and D.D. the keeper thereof to have their fees $20.75 and one per cent to the sheriff for $4000 and one per cent to said officer for $431¼ found no property on the other property levied on this writ

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 3d day of October A. D. 1837 The President Directors & Co of the Clinton Bank of Columbus recovered against Stephen McSwain Silas G. Strong & A. Pollock

as well the sum of Seven hundred and one dollars and Seventy cents, for ~~their~~ damages, as the sum of $7.05½ 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 levy heretofore made in this cause and which yet remain unsold as you certify you cause to be made the damages and costs aforesaid, with interest thereon from the 30th day o October A. D. 1837, until paid. Also the sum of $15.45 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 Co

at the Court-House aforesaid, this 17th

day of July A. D. 1839

ATTEST: James H. Gill Clerk

Cr due Oct 1/37 200

Union Com. Pleas

Clinton Bank

vs

Stephen McLain

Dam.	$701..70
Costs	7..05½
Increase	9..35
Mile	..35
	708 45½

Cr.

Dec. 5th 1837 $200..00

Sewer	75
Adv	187½
Mil	5
	$2,67½

Filed Apl 26. 1839

Jas. H. Gill Clk

Oct 38

No 22

Filed Nov 26th 1838 Defendants motion to dismiss on the 20th day of April 1839 and the property appealed to Defendant and found in favor

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 3d day of October A. D. 1837 The President Directors and Company of the Clinton Bank of Columbus recovered against Stephen McLain Silas G. Strong and Alex Pollock as well the sum of Seven hundred and one dollars and Seventy cents, for their damages, as the sum of $ 7.05½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as heretofore that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Defendants which you lately according to our command took into your hands & which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 9.35 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 The President Directors and Company 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 October A. D. 183 8

Attest: Jas. H. Gill Clerk.

Union Com. Pleas

Clinton Bank

vs } No. 9

Stephen McLain
Silas G. Strong &
A. Pollock

damages	$701.10
costs	7.05½
Increase	25.86½
Writ	.35

July 40

Cr. Dec. 6. '37	$200.
May 16 '40	132.50
Serv	75
Adv	1,87½
Mil	2,67½

Filed Oct 6. 1840
Jas H Lee Clerk

And July 27th 1840 Plaintiff to sell on the 5th Day of Oct Sheriff Murphy and found no Bidders P Clark Sheriff

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 Stephen McLain Silas G. Strong and A. Pollock to wit 1 Heavy wagon Pleasure wagon & harness 1 horse beast 9 head of cattle 1 cooking Stove plough & harrow 3 log chains 2 common Stoves & pipes

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 seven hundred and one dollars and 10/100 damages $7.05½ costs

with interest thereon from the third day of October A. D. 1837 until paid. Also, $ 25.86½ increase of costs, which late in our said Court the said the President Directors & Co of the Clinton Bank of Columbus recovered against the said Stephen McLain Silas G. Strong & A. Pollock 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* 27th *day of* July

A. D. 1840.

James H. Gill Clerk.

Union Com. Pleas

Clinton Bank

vs

Stephen McLain
S. G. Story &
A. Pollock

Damages $701.70
Costs 7.05½
Interest 25.84
Cont .35

Cr Dec 6th 1839 $200.00
May 16. 1840. 132.50

Filed Feb 7. 1840

Jas H. Gillette

June 40

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those Stephen McLain Silas G. Strong alias A. Pollock (to wit) ten young cattle, 1 pleasure waggon, 1 cooking Stove 1 plough 1 harrow 2 common Stoves & pipes 3 log chains

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 Seven hundred and one dollars and 70/100 damages & $7.05 cents costs

with interest thereon from the third day of October A. D. 1837 until paid. Also, $ 25.84 increase of costs, which late in our said Court the said Plaintiffs recovered against the said Defendants

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 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* 16th. *day of* June

A. D. 1840.

Jas. H. Gill Clerk.

Union Common Pleas

Clinton Bank of Col

vs

Stephen McLain et al

Judgt	$701.70
Costs	7.05½
Increase	7.72½
mit	.35
Cr Dec 6. 1837	$716.83
	200.00
	$516.83
Serv	.35
Adm	1.87½
Mit	.5
	2.27½

Filed Oct 26. 1838

Jas H Gill Atty

July 38

	7.72½
	.35
	1.27
	9.34½

Judgment Rec 1838

Plaintiff Judgment Dec 25th Day of Oct

Defend Judgment against to Defendant

and Land in Ohio

C Clarkson Atty

No 15

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 three day of october A. D. 1837 The President Directors &c of the Clinton Bank of Columbus

recovered against Stephen McLain Silas G. Strong & A. Pollock

as well the sum of Seven hundred and one dollars and Seventy cents, for their damages, as the sum of $7.05½ 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 Stephen McLain S. G. Strong & A. Pollock which you lately according to our command took into your hands & which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the three day of october A. D. 1837, until paid. Also, the sum of $7.72½ 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 &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 30th day of July A. D. 1838

Attest: Jas. H. Gill *Clerk.*

7.72½
1.62½
9.35

Rec'd May 3d 1838 levied upon one heavy Wagon
one Pleasure Wagon & Harness two pair of mules
Gear three Horse Sleds Gear three year old neat
Cattle three two year old steers one yearling
steer one Cooking Stove one Plow one Harrow
three log Chains two common steels & hyes
& Demanded said property to sell on the 14th day
of July 1838

July 14th offered the property for sale upwards
& demanded no bidders
N Clark Sheriff

Union Common Pleas

Clinton Bank
vs
Stephen McLain et al

Judgmt	$701.70
costs	7.05½
Duncan	4.75
writ	.35
	$713.85½
6 Dec 6.1837	100.00
	$613.85½
Serve	.35
Levy	.35
Mile	.6
Adv	1.87½
	$2.62½

Filed July 12th 1838
James H. Gill Clk

Sheriff	5.10
	2.62½
	7.72½

1450
6
8700

No 4

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 third day of October A. D. 1837 The President Directors &c of the Clinton Bank of Columbus

recovered against Stephen McLain Silas G Strong & A Pollock

as well the sum of Seven hundred and one dollars and Seventy cents, for their damages, as the sum of $ 7.05½ 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 Stephen McLain Silas G. Strong & A. Pollock

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 4.75 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

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 third day of May A. D. 1838

Attest: James H. Gill Clerk.

Credit Dec. 6th 1837 $200.00

Rec'd Nov 1st 1837

Dec 6th Rec'd $200,00 Rec'd Plaintiffs instructions not to levy — money paid over to the Clinton Bank memorandum made

N Clark Sheriff

Union Com. Pleas

Clinton Bank

vs } Fi fa

Stephen McLain et al

Debt	701.70
Costs	7.054
Writ	35
	$709.104
Serv	35
Mil	5
Poundage	4,00
	$440

Filed april 21. 1838

James H. Gill Clk

Oct 37

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that you cause to be levied
of goods and chattles in your bailiwick of
Stephen McLain Silas G. Strong and
Alexander Pollock the sum of $708.75¼ which
by the Judgment of our Court of Common Pleas within
and for said County of Union at the Oct Term thereof
1837 the Clinton Bank of Columbus recovered against
the said Stephen McLain Silas G. Strong and Alex
Pollock with interest thereon from Oct 30 1837 until
paid 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 McLain
Strong & Pollock and have that money before our said
Court of Common Pleas on the first day of their next
Term to render unto the said Clinton Bank of Columbus
and have then there this writ

Witness James H. Gill Clerk of the Court of Com.
Pleas within and for said County this 21st day of Oct
1837

James H. Gill

Union Common Pleas.

Clinton Bank
vs.
Stephen M'Lain,
Silas G. Strong &
A. Pollock.

Damages,	$701.70
Costs,	7.05½
Increase,	41.15
Writ,	0.41
Nov. 6, 12	730.31

Credits:

Dec. 6, 1837,	$200.00
Oct. 28, 1839,	65.00
May 16, 1840,	132.50
Jan. 8, 1842,	48.49

Recd Nov. 19. 1843 ~~the property~~ is sufficient in my opinion, Offered the same for Sale March 25. 1843. having previously advertised the same according to law, not Sold for want of bidders, W W Steele Sheff

Serv	3.5
Mile	05
Advty	1.75

Filed March 27th 1843
John Lafee Clerk

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 Stephen M'Lain, Silas G. Strong and Alex. Pollock, —

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 $701.70 Damages, and $7.03 1/2 costs, —

with interest thereon from the 3d day of October, — A. D. 1837, until paid. Also, $ 41,15 increase of costs, which late in our said Court the said President, Directors and Co. of the Clinton Bank of Columbus — recovered against the said Stephen M'Lain, Silas G. Strong and A. Pollock, — 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 Plaintiffs.

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

Witness, ~~James H. Gray~~ John Cassil, Clerk of said Court, at the court-house aforesaid, this 19th day of November, A. D. 1842.

John Cassil, Clerk

Set aside by on
73 acres of 4405

Union Com. Pleas.
Clinton Bank of Col
vs
Stephen McLain
Silas G. Strong &
R. Colwell Pollard
Judg. C. Oct 3. 1837. $701.70
Cost 7.05
Interest
This writ 57.51
Aug 45 41
Cr Nov 6. 1837 $200.
" Oct 28 1839 65.
" May 16. 1840. 132.50
" Aug 8. 1842 48.49

Issue	80-34
Mileage	25
Inquest	2.00
Collecting	6.25
Attorney fee	5.00
	$ 78.84

Returned Oct 27. 1845
Hugh Lee clk
John Lee clk

Received this writ August 19th A D 1845 —
Sept 19th A D 1845 — in my opinion the original levy was insufficient to satisfy the Judgment, and in obedience to the Command of the within writ I levied upon Two Sets of Land described as follows to wit — The undivided south half of the following described real Estate Part of Virginia Military Survey No 4405 — Beginning at a Stake in the new state road leading from Marysville in Union County to Kenton in Hardin County Ohio, where the Line of Lawrence Ashtons Land Crosses said road, thence S 81° W. 153 poles More or less to Two Sugars and a Beach all small Timber the North West Corner of said Ashtons Land thence S 8-35° E. 144 poles to a Beach Sugartree & Elm all small Timber in the South original Line of the survey, and the South West Corner of Ashtons Land, thence with said Line of the original Survey N 81° E. 175 poles to the new state road leading from Marysville to Kenton More or Less — thence with said road 150 poles More or less to the place of Beginning, Containing 73 acres more or Less

Deeded to Alexander Pollock By Lawrence Ashton Dec 18th A D 1841 — also 92 and a half acres of Land to wit Part of Virginia Military Survey No 4069. Begining at a Hickory (now a Stake) in the East Line of said Survey, thence S 10° W 1.18 poles to a Hickory and dogwood (originally Caled by mistake Hickory & white Elm) thence S 79° W 1,50 poles to a stake in the London road, thence with the angles of said road N 17° E 54 poles to a stake thence with said road N 11° E 74 poles to a Stake Corner to a Lot Sold by John B. Board to Silas G. Strong, thence with said Strongs Line N 79° W 103 poles to the Begining — Containing 92 and a half acres More or less Deeded to Alexander Pollock by Augustus Hall the 18th day of Nov A D 1843 — —

Advertized the above described real Estate for sale on the 22nd day of Oct A D 1845 — between the Usual hours in the Eaglet a paper published in union County, having had the same appraised as follows the 73 acre Lot appraised by the oath of Levi Phelps Hugh Lee & Mains Wason at $3.25 — Three Dollars and Twenty five cts — per acre and the 92 Lot appraised by the oath of James Turner Mains Wason & Hugh Lee at Seven Dollars per acre —

Oct 22nd A D 1845 I offered the above real Estate for sale at the door of the Court House in said County by public out cry and not sold for want of bidders —
Wm M Robinson 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 to wit 3 lots of land Survey No 2982, (to wit) Lot No 3. 121 acres No 7 121 acres No 9 of 123 acres also In lot in Marysville No 64 (except ing 22 feet off the South side – The property of Stephen McLain Silas G. Strong & ~~R. Clark~~ A. Pollock

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 Clinton Bank of Columbus the sum of Seven hundred and One dollars and Seventy cents, for damages, together with $ 7.. 05½ for their costs, with interest thereon from the 3 day of October A. D. 1837 until paid, which late in our said Court the said Clinton Bank recovered against the said ~~Silas G.~~ Stephen McLain Silas G Strong & ~~Ranson Clark~~ A. Pollock as of record is manifest. Also, $ 57.. 51 — 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 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 10 day of August A. D. 1845.

John Cassil — CLERK.

No personal property found whereon to levy. — Levied on on the Lot No 64 in the Town of Mansfield containing 22 feet off south side of said lot, adjt 16. 1842 appraised the same by the oath of Pollard & Brown at $800.00 advertised the same for sale on the 24th day of October 1842 agreeably to the statute. Not sold for want of bidders Oct 24. 1842

Wm. Steele Sheriff

Ex Dock No. 2 page 135

Clinton Bank

v

Stephen McLain
Silas G. Strong
L. A. Pollard

Damages $701.70
costs 7.05½
Interest 34.59
Writ .41

Deft 40
Cr Dr 6/37 $200.00
Oct 28/39 65.00
May 16/40 132.50
Jany 8/42 48.49

Rec. Sept. 16. 1842

Serv — .35
Mile — .05
Advtg. 3.25
Appr — 1.50
Inquest 1.50
6.15

Filed Oct 25th 1842
John Cassil Clerk P.T.

Sale Oct 24

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands & tenements, to wit Stephen McSain Silas G. Strong & A. Pollock Lots Nos 30. 31 & 42 in Marysville also on three lots of lands to wit No 29.82 No 3. - 121 acres No 7. 121 acres No 9 123 acres levied in conjunction with an Ex in favor of The Clinton Bank of Col & S. G. Strong.

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 $701.70 Damages, and $7.05 costs

with interest thereon from the 3rd day of October A. D. 1837 until paid, Also, $ 34.59 increase of costs, which late in our said Court the said The President Directors & Co. of the Clinton Bank of Columbus recovered against the said Stephen McSain Silas G. Strong & A. Pollock 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 Maryville, 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 B. Gatt~~ John Cassil pro tem., Clerk of said Court, at the court-house aforesaid, this 16th day of Sept.

A. D. 1842

John Cassil, Clerk, pro tem.

E.D. Docket No. 2 page 135

Clinton Bank of Columbus
vs
J. McLain, J. G. Strong & Alex Pollock

Damages	$701,70
Cost	7,05
Increase	54,95
Writ	.41
	$764,01

Apl. 45.

Credit	Dec 6th 1837	$200,00
D.	Oct 28 1839	65 00
D.	May 16 1840	132 50
D.	Jan 8 1842	48,49
		$445,99

Serv	35
Mileage	05
Adv.	25
	65
Proper	1,50
	$2,15

Filed May 28th 1845
John Cafoil, Clerk

Received this writ April 18th 1845 I offered the property described within, for sale on the 26. day of May 1845, Having previously advertised according to Law, but made no sale for want of bidders,

Wm McBrien Sheriff

N B

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 Stephen McLain, to wit; in Lot No. 64 in the Town of Marysville (except 22 feet in width off the south side of said Lot)

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 seven hundred and one — — — dollars and seventy cents, for their damages, together with $ 7,05 for their costs, with interest thereon from the 3d day of October A. D. 1837 until paid, which late in our said Court the said President Directors & Company of the Clinton Bank of Columbus recovered against the said Stephen McLain, Silas G. Strong & Alexander Pollock as of record is manifest. Also, $ 54,95 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 Plaintiff

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.

Filed Aug. 29 1842
Jas. H. Gill Clk

Docket No 1 Page 6

Clinton Bank
v
Stephen McGain
Silas G. Stoneys
Alex. Pollard

Damages $701.70
costs 7.05
Interest 32.08 32.49
2.10
cost .41 34.59

Ex issued 6.7.37 $200.00
Ex 18.1.37 65.00
May 16.1840 132.50
Jan. 8.1842 48.49

Advertised property for sale ~~June~~ Oct 30 July 30
Sold Aug 29 not sold for want of bidders
W W Stark Shff

June 12
Serv 35
Rec June 6.1842 Adv 1.75
Sale aug 29 2.10

No personal judgment found whereon to levy. Levied ~~on~~ A. Bonfont's interest with an execution in favor of Clinton Bank vs Alex Pollard
are 30, 31 & 42 in Mansfield also 3 lots of land Amory No 29 82
Mount lot No 3 121 acres No 7 121 acres No 9 120 acres
Advertised for sale Aug 29. 1842. Offered property for sale by public outcry at the door of the Court House Aug 29. 1842 but not sold for want of bidders
W W Stark Shff

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 3d day of October A. D., 1837 The President Directors & Co of the Clinton Bank of Columbus

recovered against Stephen McLain Silas G. Strong & Alex Pollock

as well the sum of Seven hundred and one dollars and .70 cents, for their damages, as the sum of $7.05 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 McLain, Strong & Pollock

you cause to be made the damages and cost aforesaid with interest thereon from the 3d day of Oct. A. D., 1837. until paid. Also, the sum of $32.08 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 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 6th day of June A. D., 1842

Attest: Jas. H. Gill CLERK.

Rec'd this writ May 2nd 1844. Offered the property for sale June 25. 1844. Having previously advertised the same according to law. Found No sale for want of Bidders —

W. W. Steele Sheriff

Union Com. Pleas 2 14

Clinton Bank
vs
S. McLain. S. G. Strong &
A. Bollock

Damages	$701.70
Costs	7.05
Increase	52.39
This writ	41

May 44

Credits	Dec 6/37.	$200.00
	Oct 28/39	65.00
	May 16/40	132.50
	Jany 8/42	48.49

Sen	.35
Mile	.05
Ad:	25
	65
Pr. fee	1.50
	$2.15

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 Lands & tenements of Stephen McLain, Silas G. Strong and Alexander Pollock. to wit. In Lot No 64 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 Seven hundred and one ——— dollars and seventy ——— cents, for their ——— damages, together with $ 7 $\frac{95\frac{1}{2}}{100}$ ——— for their costs, with interest thereon from the 8 day of October A. D. 1837 until paid, which late in our said Court the said President Directors and Company of the Clinton Bank of Columbus recovered against the said Stephen McLain Silas G. Strong & Alexander Pollock as of record is manifest. Also, $ 52. $\frac{39}{100}$ ——— 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, 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 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 2 day of May A. D. 1844.

John Cassil CLERK.

Recognizing writ Nov 18. 1843. Re appraised by Sol No 64. Was instructed, by the order of Mains Trans R S. Broome & Gurnie Sec at $6.50 No Date for want of Bidders. April 17. 1844.

Wm Steele Sheriff

1/6.50
217
4.55

ex. Doc. No. 2 page 14

Clinton Bank
vs
Stephen McLain
S. G. Strong &
N. Pollock

Damages	$701,70
Costs	7,05½
Increase	48,93
	$757,68½

Nov 43.

Cr. Dec 6th	f.37	$200,00
Oct. 28	39	" 65.00
May 16	/ 40	" 132.50
Jan 8th	/ 42	" 48.49
		$445,99

Serv	35
Mile	05
Inquest	1.00
Appraiser	.15
	$1.55
Appr.	1.50
	3.05
Advtg.	1.50
	4.55

Filed April 17 1844
John Caspie Clerk

450

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

We command you to expose to sale those lands & tenements Stephen M'Lain, Silas G. Strong, and Alexander Pollock (and that you cause the same to be reappraised)

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 ~~Columbus~~ the Clinton Bank of Columbus the sum of Seven hundred & one dollars and 70 cents Damages and seven dollars & five cents Costs

with interest thereon from the third day of October A. D. 1837 until paid, Also, $ 48,93 increase of costs, which late in our said Court the said Plaintiffs recovered against the said Stephen M'Lain, Silas G. Strong & R. Clark 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 Plaintiffs

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 19th day of November A. D. 1843.

John Cassil Clerk.

Ex. Docket No 2 page 14

Clinton Bank
vs
Stephen M'Lain
L. L. Lions
& A. Pollock

Damages	$701.70
Costs	7.05½
Increase	43.71
Writ	.41
	$752.87

Cr Dec 6th/-37	$200.00
" Oct 28/-39	65.00
" May 16/-40	132.00
" Jan 8th/-42	48.49
	$445.99

Recd this Writ May 30. 1843.
Advertised to sell the property on the 1st day of July 1843.
but not sold for want of bidders
July 1. 1843. W. W. Steele Sheff

May 43	Serv	.35
	Mile	.05
	Adv'tg.	4.00
		4.40

Filed July 1st 1843
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 lands & tenements of Stephen M'Lain, Silas G Strong & Alexander Pollock town Inlots No. 30-31-42 and ~~Abl~~ of Inlot No. 64. except 22 feet off the south side. also three lots of land town No. 2982 No. 3 - 121 acres. No. 7 - 121 acres No 9 - 123 acres

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 $701,70 Damages and $7,05½ cost

with interest thereon from the third day of October A. D. 1837 until paid, Also, $43,71 increase of costs, which late in our said Court the said President Directors & Co. of the Clinton Bank of Columbus recovered against the said Stephen M'Lain, Silas G Strong and A. Pollock

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 Plfft

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 30th day of May

A. D. 1843.

John Cassil Clerk.

Filed Jany 26. 1842
Wm H Gill Clk

Fox Docket No. 1 Page 6.

Clinton Bank
vs
Stephen McLain
Silas G. Strong
Alex. Pollock

Damages $701.70
Costs 7.05
Execution 28.88½
Int .35

Nov 41
Cr Dec 6. 1837 $600.00
" Oct 28. 1839 65.00
May 16 1840 132.50

Rec'd this writ 3 November 1841 levied upon the undivided half of Printing press type & apparatus used for publishing the Union Star (lately) Nov 3 1841. also upon One Writing desk & Book Case advertised property for sale ~~Decemb~~ ~~Nov~~ Printing 1 Writing desk & 1 Book Case the property demanded

Serv 35 Mile 5. Adv 1.00 Pond 1.97 $2.37

January 4. 1842 Sold the Stones for 48.49
Press type & apparatus Replevied by R McBratney
Replevied by J A McLain the ballance of
but not found January 4. 1842
W W Stull Shiff

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 Stephen McLain Silas G. Strong and Alexander Pollock (to wit) one Pleasure Wagon 1 horse 9 head cattle 1 cook Stove 1 plough 1 harrow 2 log chains 2 Stoves (common) and pipes one Lot of corn

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 $701.70 Damages & $7.05 p costs

with interest thereon from the three day of October A. D. 1837 until paid. Also, $ 28.88½ increase of costs, which late in our said Court the said President Directors &c of the Clinton Bank of Columbus recovered against the said Stephen McLain Silas G. Strong & Alex Pollock 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* 30 *day of* Nov.

A. D. 1841.

James H. Gill Clerk.

Ex Docket Page 94

Clinton Bank
vs
A McClain Pl & others
& A Pillow Def

Dam $701.70
Costs 7.05
Int 68.27
writ & order 1.41

Discharged

Cr Dec. 1837 $200.
" Feb 28. 1839 65.
" May 16. 1840 - 132.50
" Jany 8. 1842 48.49

Office April 25. 1845
John Cassel Clk

Paid

Received this writ October 20. 1847. In obedience to the within command I have levied on lot No 64 in the Town of Marysville (except 22 feet off the South side) appraised by the oaths of John Johnson Thomas Pierner and Samuel Ressler at three hundred dollars. and advertised the within described real estate for sale by publication in the Argus a Newspaper published and in general circulation in Marion County for thirty days previous to the day of sale. I afterwards. to wit: on the 4th day of March A.D. 1848. between the hours of ten O'clock. A. M. and four O'clock P. M. offered the within described real estate for sale by public outcry at the door of the court house in said County and sold lot No 64 as before described to Robson L. Broom for the sum of $300.00. And the lot containing 12½ acres was sold to Joshua Judy at $4.80 per acre they being the highest and best bidders therefor and that being more than two thirds the appraised value thereof.

Fees	mileage	5
	Service	3.5
	advertising	2.5
	Copy of Apr'm	2.0
	Appraisers fee	1.50
	Pr fee	4.50
on lot No 64	Boundage	6.00
on 12½ acres "	"	8.58

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 Stephen McCain Silas H Strong & A Pollock. to wit 3 lots of land Survey No 2982 (Towit) lot No 3, 121 acres No 7 - 121 acres No 9 of 123 acres Also In-lot in Marysville No 64. (excepting 22 feet off the south side - Also, 1 Lot of land described as follows to wit.

92½ Acres of land Survey No. 4069 - beginning at a hickory now a stake in the east line of said Survey thence S10 W. 118 poles to a hickory & dogwood (originally called by mistake hickory & white elm) thence S. 79° W. 150 poles to a stake in the London road thence with the angles of said road N17. 2 54. poles to a stake thence with said road N118-74 poles to a stake corner to a lot sold by John B Baird to Silas H Strong thence with said Strongs line N79° W. 103. poles to the beginning containing 92½ acres more or less. deeded to Alson Pollock by A. Hall the 18th day of November 1843 - And that you have Lot No 64 except 22 feet off the south side, as appraised,

as of record is manifest. Also $68.27 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

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 20th day of October A. D. 1847.

John Cassil CLERK.

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 Stephen McGain Silas G Strong & A. Pollock

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 Clinton Bank of Columbus the sum of Seven hundred and One dollars and Seventy cents, for their damages, together with $7.05¼ for their costs, with interest thereon from the three day of October A. D. 1837 until paid; which late in our said Court the said Clinton Bank recovered against the said Stephen McGain S. G. Strong & A. Pollock as of record is manifest. Also $18.27 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

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 20th day of October A. D. 1847.

John Cassil CLERK.

Clinton Bank of Columbus
vs
Stephen McLain
Silas G Strong &
Alex^r Pollock

Union Cont-
Pleas Judgment
Oct 3^d - 1837 -

The Clerk of the Court of Common Pleas - will issue in the above cause a venditi with a clause

Bush & Gibson
Atty for Pltf

Sept 12 1838 2

Ex Docket Page 94

Robinson Bank
vs
A McLain, Adm'r
& a Defendants

Damages $704.30
Costs 7.05½
Interest 90.90
Order of Court 1.41
this writ

Ca Dec 6, 1837 — $200.00
Ex Dec 28, 1839 65.06
Ex May 16, 1840 132.50
Ca Nov 22, 1841 on costs — 8.74
Ex January 4 — 1842 48.49
Ca March 4 — 1848 300.00

Filed June 28, 1848
John Cassidy Clk
P. Cooper

Received this writ May 22nd 1848. By virtue thereof I had the within described real estate appraised by the oaths of S. A. Cherry, Samuel Ressler and Richard Bancroft freeholders of Union County. May 22nd 1848. I afterwards advertised said real estate by publication in the Argus A News paper published and in general circulation in said County for at least thirty days previous to the day of sale. I afterwards to wit: on the 27th day of June 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 outcry at the door of the Court house in said County, and sold the within described 92½ acres to Joshua Judy for the sum of six dollars and forty five cents per acre, he being the highest and best bidder therefor, and that being more than two thirds the appraised value thereof.

Fees — Inquest $1.00
Appr fee 1.50
Service 35
advertising 25
mileage 10
Sr fee $4.50
Poundage $11.93

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 Stephen M Sain, Silas G. Strong & Alexander Pollock, Part 3 Lots of Land in Survey No. 2982, (to wit) Lot No. 3. of 121 acres No. 7. of 121 acres No. 9 of 123 acres, Also. 92½ acres of land to wit, Part of Virginia Military Survey No. 4069 begining at a Hickory now a Stake in the East line of said Survey. thence S. 10. W. 118 poles to a Hickory & Dogwood (Originally Called by mistake Hickory & White Elm thence S 79° W 150 poles to a Stake in the London road thence with the Angles of Said road N 17. E 54 poles to a Stake thence with Saice road N. 11. E. 74. poles to a Stake Corner to a Lot Sold by John B. Baird, to Silas G. Strong. thence with Said Strongs Line N. 79. W. 103 poles to the Begining Containing 92½ acres more or less. Deeded to Alexander Pollock by Augustus Hall the 18th Day of November 1843. — And that you have the above Described 92½ acres of Land Reappraised

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 Seven Hundred and One ——— dollars and Seventy cents for Then ~~for~~ damages, together with $7.05½ for their costs, with interest thereon from the Third day of October A.D. 18~~4~~37 until paid, which late in our said Court the said Clinton Bank

recovered against the said Stephen M Sain, Silas G. Strong, and Alexander Pollock,

as of record is manifest. Also, $ 90.90 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 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, Clerk of said Court at the Court House in Marysville, this 22° day of May A.D. 1848

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1837-CV-0047

No. 37-CV-47

Union Common Pleas Court.

Clinton Bank, Colum
Plaintiff,

AGAINST

Silas G Slung et al
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$1218 50

Journal 1 Page 338

Record No. 3 Page 99

Ex. Doc. 1 Page 106

Clinton Bank

v

D. G. Strong & al

Filed Oct 30 1837
Jas H. Gill Clerk

STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } October Term, A. D. 1837.

The President, Directors and Company of the Clinton Bank of Columbus

complain of Silas G. Strong - Mains Mason - Cyprian Lee and Stephen McLain

in a plea of assumpsit, for that, whereas the said defendants on the thirtieth day of March A. D. 1837, at the county aforesaid, made their bill of exchange in writing, and directed the same to R. J. Wharton New York and thereby required the said R. J. Wharton to pay to the order of Pelloo at the Phoenix Bank New York twelve hundred dollars ninety days after the date thereof, (which period has now elapsed,) and then and there delivered the same to the said Pelloo

~~and the said~~

~~then and there endorsed the same to the plaintiffs~~ and the said R. J. Wharton did not pay said bill, although the same was presented at the said Phoenix Bank New York for payment on the day when it became due: of all which the said defendants then and there had due notice. ~~And whereas, the said defendants afterwards, to wit, on the~~ day of A. D. 183 , at the county aforesaid, in consideration of the premises, then and there promised to pay the amount of said bill to the said plaintiffs, on request—yet disregarded promise and not paid the amount of said bill or any part thereof; and also, for that, whereas, the said defendants, on the day of A. D. 183 , at the county aforesaid, made other bill of exchange in writing, and directed the same to the said

and thereby required the said

to pay to the order of the said

at

dollars

after

thereof, (which period has now elapsed,) and then and there delivered the same to the said

and the said

then and there endorsed the same to the plaintiffs; and the said

did not pay said bill, although the same was presented at

for payment on the day when it became due; and the plaintiffs aver that, at the time of the making of said bill of exchange, and from thence until and at the time when the said bill was so presented for payment as aforesaid, the said had not in hands any effects of the defendants, nor had received any consideration for the acceptance or payment by the said of the said bill of exchange, nor the defendants sustained any damage by reason of not having notice of the non-payment by the said of the said bill of exchange. Of all which, the said defendants on the day of A. D. 183 , had notice. And whereas, the said defendants afterwards, to wit, on the day of A. D. 183 , at the county aforesaid, in consideration of the premises, promised to pay the amount of said bill to the plaintiffs on request; yet ~~disregarded promises, and not paid the amount of said bill or any part thereof~~. And also, for that the defendants on the first day of January A. D. 1837, at the county aforesaid, was indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request; and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request; and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in five thousand dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned, to the plaintiffs on request; yet they have disregarded their said promises and have not paid any of said moneys or any part thereof; all which is to the damage of the said plaintiffs ten thousand dollars, and therefore they sue, &c.

Swayne & Parks
Atty. for Plff

(A.) (1)

Union Com. Pleas

Clinton Bank

a } Fi fa

Silas C. Strong et als

Judgment — $18.50

Costs — 7.05¼

Ter'r — 35

$1225 9¼

Stayed by order of the Plaintiff

R Clark Sheriff

Serv — 35

Mile — 5

40

Filed April 21. 1838

James H. Gill Clk

Rec'd Mar 1st 1837

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 Silas G. Strong Mains Cason Cyprian
Lee and Stephen McLain the sum of
$1225 55¼ which by the Judgment of our Court of
Common Pleas at the the Oct Term thereof 1837 the
President Directors and Co of the Clinton Bank of Columbus
recovered against the said Strong Cason Lee & McLain
with interest thereon from Oct 30 1837 until paid 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 Silas G. Strong
Mains Cason Cyprian Lee and Stephen McLain
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 Directors and Co of the Clinton
Bank of Columbus. and have then there this Writ
Witness James H. Gill Clerk of the Court of Com.
Pleas within and for the said County of Union this
21st day of Oct 1837

James H. Gill

Ret'd May 30 1838 no goods and Chattels found
Came yth 1835 Lend upon in Lots in Lots No
30-31-42 and Lot 42 in the Town of
Marysville and Township the same Gilbert
the Cattle of Andrew Allen Sidney
and Alexander Allen as follows in Lots
No 30-31-42 at 500 Dollars and Lot No
at 1000 Dollars Surrendered to Sale on
the 14th Day of July 1838 Appraised the property for sale
July 14th 1838 and found no Bidders
appeared to Purchasing

Union Common Pleas

Clinton Bank
vs No 6

J. G. Strong et als

Judgt $1218.50
Costs 7.85½
Accrue .75
Writ .35
$1226.65½

Serv — .35
Levy — .35
Coll Inquest 1.00
Appr fee — .15
Cert Adv — .225
Vt Adv — .200
Mil — .5
7.50

Filed July 14, 1838
James H. Gillette
1.50
1.00
8.60

R. Clark Sheriff

No 6

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 third day of October A. D. 1837 The President Directors &c of the Clinton Bank of Columbus

recovered against Silas G. Strong Marius Mason Cyprian Lee and Stephen McLain

as well the sum of Twelve hundred and Eighteen dollars and fifty cents, for their damages, as the sum of $ 7.05½ 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 M. Mason C. Lee & Stephen McLain

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 0.75 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 &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 third day of May A. D. 1838

Attest: James H. Gill Clerk.

(B.) (2.)

Union Common Pleas

Clinton Bank

vs

Silas G. Strongitol

Judgt	$ 1218.50
Costs	7.05½
Execution	8.60
Writ	.35
	$1234.50½
Serv	35
E Atto Fee	2.25
Ret Fee	200
Mil	5
	$9,65

Filed Oct. 26th 1838

Jas H. Gee Clk

3

Filed August 2nd 1838

Advertised Property to sell on the 26th day of Oct 1838 after the property appraised to Advertisement and found no bidders

R Clark Sheriff

SHERIFF SALE.

BY virtue of two executions to me directed from the Court of Common Pleas of the county of Union, I will offer at public sale, at the door of the Court-house, in the town of Marysville, in said county, on the 26th day of October next, the following lots in and attached to the town of Marysville, to wit: In-lots Nos. 58 and 59, and the south half of lot No. 51; also, in-lots Nos. 30, 31 and 42, and out-lot No. 2. Taken in execution as the property of Silas G. Strong, the three first named, to wit: Nos. 58, 59 and 51, at the suit of the Urbana Banking Company, the remainder at the suit of the Clinton Bank of Columbus.

September 20, 1838.-2 ts. R. CLARK, Shf U. C.

No 10

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 third day of october A. D. 1837 The President Directors &c of the Clinton Bank of Columbus

recovered against Silas G. Strong Mains Mason Lyman Lee and Stephen McLain

as well the sum of Twelve hundred & Eighteen dollars and Fifty cents, for their damages, as the sum of $ 7.05 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 by command took into your hands and which remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the third day of october A. D. 1837, until paid. Also, the sum of $ 8.60 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 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 24th day of July A. D. 1838

Attest: James H. Gill Clerk.

8.60
4.65
35
13.60

Union Com. Pleas

Clinton Bank

vs No. 10

Silas G. Strong

M. Mason

C. Lee

Stephen McGuire

Damages	$1218.50
Costs	7.05
Increase	27.40
Writ	35
Serv	95
Not Adv	2.25
Not Adv	2.25
Mil	5
	$5.50
Leng	35
Mil	100
Inquest	1.00
Copy Apr	20
Appraiser fee	1.50
	$9.55

Filed May 11th 1840

Jas. H. Gill. Clk

6

(7.) (6.)

Rec'd May 11th 1840 Amount of Judgment and costs as the 2nd of March 1840 specified & Judgment and found no Lien

R. Clark Sheriff

May 6th Levied upon three lots of land situated in Jonesville No 2982 & Four hundred lot No 5 of 121 acres lot No 7 121 acres and lot No 9 of 123 acres and exhausted the same to four Dollars per acre not taken for want of time

R. Clark 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 Silas G. Strong Marius Mason C. Lee and Stephen McSain to wit Lots No. 30. 31. & 42 and out Lot No. 2 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 Twelve hundred and eighteen & 50/100 Dollars damages and $70.54 costs with interest thereon from the three day of October A. D. 1837 until paid. Also, $27.40 increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said Defendants 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 debtors, 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* October A. D. 1839.

James H. Gill Clerk.

Union Com. Pleas

Clinton Bank

vs

Silas G. Strong et al

Dams.	$ 1218..50
Costs	7..05½
Increase	13..60
Writ	..35
	1239,50½
Ser	95
Mil	5
Sequest	100
Appr fees	1,50
Pltf Adv't	200
Dft Adv't	225
	$ 775

Filed Apl 22. 1839

James H. Gillett

No 21 +

(D.) (4.)

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 Third day of October A. D. 1837 The President Directors and Co. of the Clinton Bank of Columbus

recovered against Silas J. Strong Marin Bason Cyprian Lee and Stephen McCain

as well the sum of Twelve hundred and eighteen dollars and Fifty cents, for their damages, as the sum of $ 7.05 7c 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 holden by virtue of a former Execution and not yet sold. having the same reappraised you cause to be made the damages and costs aforesaid, with interest thereon from the Third day of October A. D. 1837, until paid. Also, the sum of $13.60 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. 183 8

Attest: Jas H Gill Clerk.

Recd the within Execution for sale March 4th 1839 & advertised for sale agreeable to Advertisement and found no bidders

R Clark Sheriff

Sold to the Creditors by the order of Thos Bradford Wm Miller Thomas Evans & Joshua Stark for $1100 Dollars in hand the 30:3 18 42 & $352 Dollars

R Clark Sheriff

Union Com. Pleas

Clinton Bank

vs No. 7

Silas G. Strong
Mains Mason
Cyprian Lee &
Stephen McLain

Damages $1218.50
Costs 7.05½
Increase 37.30
writ .35

Credit July 7. 1840 $134.

Serv — 95
Pet Adv 3.00
Mt Adv — 2.75
Mil — 5
$ 6.25

Filed Oct 6. 1840
Jas H Lee Clk

(N.) (8.)

Rec'd July 9th 1840 Submitted to Sell on the 6th Oct. upon forfeiture of Lease upon the Premises in question.

H Clark Atty

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 Silas G. Strong Mains Mason Cyprian Lee and Stephen McLain to wit Lots Nos 30. 31. & 42 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 Twelve hundred and Eighteen dollars and fifty cents damages and $7.05 c.

with interest thereon from the third day of October A. D. 1837 until paid.

Also, $37.30 increase of costs, which late in our said Court the said President Directors &c of the Clinton Bank of Columbus recovered against the said Silas G. Strong Mains Mason Cyprian Lee & Stephen McLain 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* 27. *day of* July

A. D. 1840.

Jas. H. Gill Clerk.

Union Com. Pleas

Clinton T Bank

vs

Silas G. Strong

Damages	$ 1218 50
Costs	7.05
Increase	21.80
mit	35

Ser —	45
Mil —	5
Mat Ada —	2.25
Pat —	2 00
	5 25
	35
	5.60
	21.80
	27.40

Filed July 12. 1839
Jas H Fitch Clk

5

(6.) (5.)

Clinton Bank
Druggists to Sell on 12th July Affirmed
and Issued no Bailiff

C 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 thirty day of October A. D. 1837 The President Directors & Co of the Clinton Bank Columbus recovered against Silas G. Strong Marines Massey Cyprian Lee and Stephen M'Cain as well the sum of Twelve hundred and eighteen dollars and fifty cents, for their damages, as the sum of $ 7.0 5/0 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 Defendants 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 30 day of October A. D. 1837, until paid. Also the sum of $ 20.80 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 Co[illegible]
at the Court-House aforesaid, this 29th
day of Apl A. D. 1839

ATTEST: Jas H. Gill Clerk.

Rec'd June 4th 1840 Advertised property
to Sell on the 7th day of July
1840 offered property agreable to
advertisement and Sold out Lot
No 2 in the Town of Marysville
to Roland McGlynn & Edgar Harriot
for Seven hundred and thirty four dollars
the balance of Lots and Land not Sold
for want of Bidders R Clark Sheriff

Union Com. Pleas
Union Bk. Columbus

vs. Ex. No 03

Chas. G. Thompson

Damp of 1818.00
Cts 1.05½
Sheriff
Cert 1.11

Serv 95
Atty 3,50
Ad & Sale 2,25
Atty Fee 14,68
Dam Dep

$21,43

Office sale 2nd issue
Chas. G. Thompson

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

WE command you to expose to sale those lands and tenaments of Silas G. Strong Maines Wasson & Cyprian Lee & Stephen McLain —

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 twelve hundred & eighteen dollars & fifty cents for their damages — & the sum of 7.05½ Cts. — with interest thereon from the third day of October A. D. 1837 until paid. Also, $ increase of costs, which late in our said Court the said Clinton Bk. of Columbus — recovered against the said Silas G. Strong Maines Wasson Cyprian Lee & Stephen McLain — 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 this you have the same before the said Court at the court-house in Marysville, to render unto the said Plaintiffs — ...il, and have then there this writ.

...rk of said Court, at the court-house ... day of June —

... S. B. Gill Clerk.

Sheriff's Sale.

BY virtue of a venditioni exponas to me directed from the Court of Common Pleas of the county of Union I will offer at public sale at the door of the court house on the 7th of July next, the following real property to wit: In-Lots Nos. 30, 31 and 42, and Out-lot No. 2 in the town of Marysville. Also three several Lots of land situated in said county being parts of military survey No. 2982 to wit: Lot No. 3, in the south east corner of said survey containing 121 acres; Lot No. 7 in the north west corner containing 121 acres; Lot No. 9 in the northeast corner of said survey containing 123 acres. Taken in execution as the property of Silas G. Strong at the suit of the Clinton Bank of Columbus.

R CLARK, Sheriff.

June 4, 1840. 5t

The State of Ohio
Union County } ss

Personally appeared before me the subscriber a justice of the Peace for the County aforesaid Robert McKinney & made oath that he is the Editor & publisher of the Union Star a newspaper printed in Marysville & of general circulation in Union County & that the annexed advertisement was regularly inserted in said newspaper for more than Thirty days before the present Term of the Court of Common Pleas for said County of Union —

R. McKinney

Sworn to & subscribed before me this 7th day of July A D 1840

Wm H Brank J. P. Esq

Justice fee 8-25

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 Silas G. Strong Maines Wasson & Cyprian Lee & Stephen McLain —

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 twelve hundred & eighteen dollars & fifty cents for their damages — & the sum of 7.05½ Costs. — with interest thereon from the third day of October A. D. 1837 until paid. Also, $ increase of costs, which late in our said Court the said Clinton Bk. of Columbus — recovered against the said Silas G. Strong Maines Wasson Cyprian Lee & Stephen McLain 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 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 fourth day of June* —

A. D. 1840

J. H. Gill Clerk.

The State of Ohio
Union County

It seems but yesterday I heard,
From yonder thicket nigh,
The unerring rifle's sharp report —
The Indian's startling cry.
Yon brooklet, flowing at our feet,
With crimson gore did flow,
When we fought here with HARRISON,
A long time ago.

The river rolls between its banks
As when of old we came —
Each grassy path, each shady nook,
Seems to me still the same;
But we are scattered now, whose faith
Pledged here through weal or wo,
A long time ago.

Came before me the subscriber a justice of the Peace for said County aforesaid Robert McKratney & made oath that he is the Editor & publisher of the Union Star a newspaper printed in Marysville & of general circulation in Union County & that the annexed advertisement was regularly inserted in said newspaper for more than Thirty days before the present Term of the Court of Common Pleas for said County of Union —

R. McKratney

Sworn to & subscribed before me this 7th day of July A D 1840

Wm H Frank J. P. Esq.

Justice fee 8-25

(15.) (11.)

Union Common Pleas.

Clinton Bank
vs.
Strong, Mason, Lee & M'Lain.

Damages,	$1218.50
Costs,	7.05½
Increase,	71.56
Mit.	0.41

1297.52
734
563.52

Credit:

1840. July 7, — $734.00

Recd Nov. 19. 1842, the property is sufficient in my opinion to pay the debt, offered the same for sale March 25. 1843. having previously advertised the same, according to law not sold for want of bidders

W W Steele Sheriff

Serv	3.8
Mile	08
Adv	3.25

Filed March 27th 1843
John Cafie Clerk

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 Silas G. Strong, Mains Mason, Cyprian Lee and Stephen M'Lain,

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 $1218.50 Damages, and $7.05½ Costs,

with interest thereon from the third day of October, A. D. 1837, until paid. Also, $ 71.56 increase of costs, which late in our said Court the said Plaintiffs recovered against the said Silas G. Strong, Mains Mason, Cyprian Lee and Stephen M'Lain, 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 Plaintiffs.

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

Witness, ~~Jesse H. Gill,~~ John Cassil, Clerk of said Court, at the court-house aforesaid, this 19th day of November, A. D. 1842.

John Cassil, Clerk.

Filed July 1st 1843
John Cassil Clerk

(L.) (12.)

Union Common Pleas.

Clinton Bank
vs.
Strong, Mason, Lee & McLain.

Damages,	$1218.50
Costs,	7.05½
Increase,	75.62
This writ,	0.41

4

Credit:
1840. July 7. — $734.00

Recd this writ May 15. 1843.
Advertised properly to be sold
July 1. 1843. Not sold for
want of bidders
W. W. Steele Shff

Serv	.35
Mil	.5
adv5	.25
Pr fee	2.50

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 Silas G. Strong, Marius Mason, Cyprian Lee, and Stephen M'Lain,

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 $1218.50 Damages, and $7.05½ costs,

with interest thereon from the 3d day of October, A. D. 1837, until paid, Also, $75.62 increase of costs, which late in our said Court the said Plaintiffs recovered against the said

Strong, Mason, Lee & M'Lain,

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 aforsaid 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 Plaintiffs.

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this 15th day of May, A. D. 1843.

John Cassil, Clerk.

Union Co.

Silas G. Strong

$1310

No 4776 –

due June 28/11 –

$1218.50

~~Entd~~ Entd

Brnch abstract per

Clerk

Filed Oct 30 1837

Jas H Ben Clerk

$1200. Columbus, March 30 1837

Ninety days after date of this our first of exchange, (second of the same tenor and date not paid,) pay to the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, or order, at the Phoenix Bank New York twelve hundred dollars, for value received.

To R. J. Wheaton Cashr New York

Silas G. Strong
Mains Wason
Cyprian Lee
Stephen McLain

$1200 Columbus, March 30 1837

Ninety days after date of this our second of exchange, (first of the same tenor and date not paid,) pay to the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, or order, at the Phoenix Bank New York twelve hundred dollars, for value received.

To R. J. Wheaton Cashr New York

Silas G. Strong
Mains Wason
Cyprian Lee
Stephen McLain

Know all men by these presents, That we Silas G. Strong Mains Mason, Cyprian Lee & Stephen McLain of the county of Union in the State of Ohio, and each of us, do hereby dispense with protest and notice to us, and each of us, in case of the non-acceptance or non-payment of the above Bill of Exchange and do hereby nominate and appoint James L Bates attorney at law, or any other attorney at law, of any of the Courts of record of the State of Ohio, to appear for us, and each of us, in any Court of record, of the State of Ohio; and appear to a declaration or declarations against us, and each of us, in favor of the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, and to confess judgment against us, and each of us, in favor of said the President, Directors and Company of the ~~Franklin~~ Clinton Bank of Columbus, at any time after the thirtieth day of June next, for the sum of twelve hundred dollars, with interest thereon, after said last mentioned date, and also, the damages thereon, allowed by law on protested bills of exchange, drawn on any person or persons, or body corporate, within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio; and also, for costs of suit. And our said attorney, or any other attorney of the Courts of record aforesaid, is hereby authorized and empowered for us, and each of us, to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid, to be by him confessed. And for doing all these things, and whatsoever may be necessary and proper, for confessing judgments as aforesaid, releasing errors and right and benefit of appeal, this shall be a full warrant, to our said attorney, or any other attorney as aforesaid.

Witness our hands and seals, this thirtieth day of June 1837.

Silas G. Strong. L.S.
Mains Wason L.S.
Cyprian Lee L.S.
Stephen McLain L.S.

[*All* the blanks in the above *warrant of attorney*, ought to be filled up *before signing*. The bills may be left blank, however, if the drawers wish it.]

(J.) (9.)

Ex docket No 1. Page 4

Clinton Bank

v

Silas G. Strong
M. Wasson & Co
+ S. M Lane

damages	$1218..50
costs	7.05 p
Increase	66..74
writ	.35

Ex. July 7. 1840 $734..00
Rec'd this writ Dec 18. 1841
Advertised property for sale on the 14th day of March 1842. not sold for want of Bidders W W Stuch Shff

Serv 35
Mile. 5
Adv 2.75
Filed March 24 1842
Jas W Ellis Clk

30.31 Ohio 3 lots of land

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 third day of Oct. A. D., 1837 The President Directors &c of the Clinton Bank of Columbus

recovered against Silas G. Strong Mains Wasson Cyprian Lee and Stephen McGain

as well the sum of twelve hundred and eighteen dollars and fifty cents, for their damages, as the sum of $7.05p 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 et al which you have bond and which yet remain unsold as you have certified

you cause to be made the damages and cost aforesaid with interest thereon from the three day of October A. D., 1837 until paid. Also, the sum of $66.74 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 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 18th day of Dec A. D., 1841

Attest: James H. Gill CLERK.

Docket No 1 Page 4

Clinton Bank

v

Silas G. Strong
Marius Wason
C. Lee and
J. McLain

Damages $1218.50
costs 7.05½
Interest 69.30

Credit July 7. 1840 $734.00

Adv Property for Sale
July 30. 1842. Not Sold
for want of bidders
The property is sufficient
in my Opinion to satisfy
the Judgt. W W Steele Sheriff

Fees 35
Alder 2.50

Filed July 30. 1842
James H. Gall Clerk

Sale July

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 Silas G. Strong

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 Ass of the Clinton Bank of Columbus

the sum of $1218.50 Damages & $7.05 cents

with interest thereon from the third day of October A. D. 1837 until paid.

Also, $ 62.30 increase of costs, which late in our said Court the said Pltff

recovered against the said

Silas G. Strong M. Mason C. Lee & S. McLain

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

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

James H. Gill Clerk.

Recd this writ Nov. 18. 1843. Offered the property in this case levied upon, (to wit In lots No 30. 31. & 42. in Manyville O.) and 3 lots of land Survey No 2982, No 3 of 121.a No 7 of 124.a No 9 of 123.a at the Door of the Court House in Manyville, on the 19. day of March AD 1844 having previously advertised the same according to law and appraised by the Oaths of N. Chipman Herman Farris and Mains Wason at three hundred dollars, ~~but was sold for the want of bidders~~ ~~W. W. Steele Sheriff~~

also. the Land 123 acres Survey No 2982, levied on in this case in York Township appraised by the Oaths of James W. Brooks Amos Davis & Henry Yoby at three dollars pr acre No Sale for want of bidders March 19 1844

2 Sets of appraisers called in consequence of the property being so far apart

Wm W. Steele Sheriff U.C.O.

Wm Com. Plea Ex. Doc. No 1, 19

Clinton Bank
vs
Thos. P. Mason, Lessee Lain

Damages	$1218,50
Cost	7 054
Increase	49 59

Credit
July 7th 1840 $734,00

Serv	35
Mile	75
2. Inquest	2.00
" Return	.20
Advtg.	25
Sheff —	$3.55
Sr. fee	2.00
Appor. fee	3.00
Total	$8.55

Filed March 19. 1844
John Caspil Clerk

(No. (13.)

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 Silas G. Strong, Marius Wafson, Cyprian Lee & Stephen McLain (and that you have the same reappraised)

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 twelve hundred & eighteen dollars and fifty cents, for their damages, together with $ 7,05½ for their costs, with interest thereon from the 3d day of October A. D. 1837 until paid, which late in our said Court the said Plaintiff recovered against the said Strong, Wafson, Lee, & McLain as of record is manifest. Also, $ 79,59 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 Plaintiff

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 18th day of November A. D. 1843

John Cassil CLERK.

Rec'd this Exp. March 2. 1844. Offered the property for sale June 25. 1844. Having previously Advertised as directed by the statute, - Purchased by Sale made for Want of Bidders — N. W. Steele Sheriff

Union Com Pleas Nº 117 2 vs 2

Clinton Bank
vs
Strong, Mason, Lee & McLain

Damages	$1218.50
Costs	7.05½
Interest	88.55
This writ	.41

Credit July 7th 1840 $734.00

Serv.	.35
Mile	.05
Adv'g	.25
	.65
Prf'e	2.50
	$3.15

Filed June 25. 1844
John Cassil Clerk

13

(No.) (14.)

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 Silas G. Strong, Mains Wason, Cyprian Lee & Stephen McLain, to wit; in Lots No 30, 31, & 42 in Marysville & and 3 Lots of Land Survey No 2982 No 3 of 121 acres No 7 of 121 acres No 9 of 123 acres in all 365 acres

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 one Thousand two hundred and eighteen dollars and Fifty ——— cents, for their damages, together with $7 05/100 ——— for ~~his~~ their costs, with interest thereon from the 3d day of October A. D. 1837 until paid, which late in our said Court the said President Directors & Company of the Clinton Bank of Columbus recovered against the said Silas G. Strong Mains Wason Cyprian Lee and Stephen McLain as of record is manifest. Also, $88, 55/100 ——— 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, as aforesaid, the law shall permit, being the property of the judgment debtor, which together with the property so levied 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 second day of May A. D. 1844

John Cassil ——— CLERK.

(O.) (15.)

Ex. Docket No 4 page 117

Clinton Bank of Columbus
vs
S. G. Strong, M. Wason & Lee & S. McLain

Damages — $1218,50
Costs — 7,05½
Increase 92,52

Credit July 7th 1840 $734,00

Fees 35
Mile 05
Ad: 25
Poing — 4.00
4.65
Porter 1.75
$6.40

Filed May 27. 1845
Jno Cassil Clk

2008 303142

Received this writ of Fieri Facias 15 May 1845 & the property mentioned within I offered for sale at the Court House door of the City of Columbus on the 26 May 1845. having previously advertised as the law directs, but no sale made for want of bidders of the 3 lots of Robinson & Sons Land lying 365 acres, — & 30 Lots Now in the 30-31 & 42, being 20 perches, was bid and struck off to Reuben P. Mann, for the sum of Five hundred dollars, that being the 2/3 of the appraised value of said lots and he being the highest and best bidder therefor,

P. M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands & Tenement of Silas G. Strong, to wit; in Lots No. 30-31 & 42 in Marysville O. and 3 lots of Land Survey No. 2982, No 3 of 121 acres No. 7 of 121 acres, No. 9 of 123 acres in all 365 acres

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 one Thousand Two Hundred & eighteen dollars and fifty cents, for their damages, together with $ 7,05½ for their costs, with interest thereon from the 3rd day of October A. D. 1837 until paid, which late in our said Court the said Plaintiff recovered against the said Silas G. Strong. Maine Wafson, Cyprian Lee & Stephen McLain as of record is manifest. Also, $ 92,52 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 Plaintiff

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.

Civil/Domestic Case File

Case No. 1837-CV-0048

No. 37-CV-48

Union Common Pleas Court.

Clinton Bank
Plaintiff,

AGAINST

Joseph Chaffee, et al
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$1611 50

Journal 1 Page 338

Record No. 3 Page 104

Ex. Doc. 1 Page 110

Clinton Bank

v

Joseph Chaffee et al

Filed Oct 30 1837

Jas H. Gill Clerk

STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } October Term, A. D. 1837.

The President, Directors and Company of the Clinton Bank of Columbus

complain of Joseph Chaffe, Daniel Smith, William Ritchey and Ira Aikin

in a plea of assumpsit, for that, whereas the said defendants on the ninth day of April A. D. 1837, at the county aforesaid, made their bill of exchange in writing, and directed the same to ~~[illegible]~~ J. Delafield Esqr New York and thereby required the said J. Delafield Esqr New York to pay to the order of J. Delafield jr Cashr at the Phoenix Bank New York fifteen hundred dollars ninety days after the date thereof, (which period has now elapsed,) and then and there delivered the same to the said J. Delafield jr Cashr and the said J. Delafield jr Cashr then and there endorsed the same to the plaintiffs and the said J. Delafield Esqr did not pay said bill, although the same was presented at the said Phoenix Bank New York for payment on the day when it became due: of all which the said defendants then and there had due notice. ~~And whereas, the said defendants afterwards, to wit, on the~~ day of A. D. 183 , at the county aforesaid, in consideration of the premises, then and there promised to pay the amount of said bill to the said plaintiffs, on request—yet disregarded promise and not paid the amount of said bill or any part thereof; and also, for that, whereas, the said defendants, on the day of A. D. 183 , at the county aforesaid, made other bill of exchange in writing, and directed the same to the said and thereby required the said to pay to the order of the said at dollars after thereof, (which period has now elapsed,) and then and there delivered the same to the said and the said then and there endorsed the same to the plaintiffs; and the said did not pay said bill, although the same was presented at for payment on the day when it became due; and the plaintiffs aver that, at the time of the making of said bill of exchange, and from thence until and at the time when the said bill was so presented for payment as aforesaid, the said had not in hands any effects of the defendants, nor had received any consideration for the acceptance or payment by the said of the said bill of exchange, nor the defendants sustained any damage by reason of not having notice of the non-payment by the said of the said bill of exchange. Of all which, the said defendants on the day of A. D. 183 , had notice. And whereas, the said defendants afterwards, to wit, on the day of A. D. 183 , at the county aforesaid, in consideration of the premises, promised to pay the amount of said bill to the plaintiffs on request; yet disregarded ~~promise, and not paid the amount of said bill or any part thereof~~ And also, for that the defendants on the first day of January A. D. 1837, at the county aforesaid, was indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request; and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request; and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in five thousand dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned, to the plaintiffs on request; yet they have disregarded their said promises and have not paid any of said moneys or any part thereof; all which is to the damage of the said plaintiffs ten thousand dollars, and therefore they sue, &c.

Jacob J. Bates
Atty for Plffs

4803

J. H. Chaffee

$1,500. July 8/11

Wm Bromford

~~Debtor~~

J

~~$1,531.30~~

$1611.50

Brief appears for

debtor

Filed act 30 1837

James H. Bucklock

4.25

$ 1500.

Columbus, Apl 9 1837

Ninety days after date, pay J Delafield Jr Esq Cash or order, at the Phenix Bank New York Fifteen hundred dollars, for value received.

To

J Delafield Esq
New York

Joseph Choppe
Daniel Smith
Wm Ritchey
Ira Akin

$ 1500.

Columbus, Apl 9 1837

Ninety days after date, pay J Delafield Jr Esq Cash or order, at the Phenix Bank New York Fifteen hundred dollars, for value received.

To

J Delafield Esq
New York

Joseph Choppe
Daniel Smith
Wm Ritchey
Ira Akin

Know all men by these presents, That we Joseph Choppe Ira Akin, William Ritchey and Daniel Smith of the County of Crawford in the State of Ohio, and each of us, do hereby dispense with protest and notice to us, and each of us, in case of the non acceptance or non payment of the above bill of exchange, and do hereby nominate and appoint N. H. Swayne attorney at law, or any other attorney at law, of any of the Courts of record of the State of Ohio, to appear for us, and each of us, in any Court of record, of the State of Ohio; and appear to a declaration or declarations against us, and each of us, in favor of the President, Directors and Company of the Clinton Bank of Columbus, and to confess judgment against us, and each of us, in favor of said the President, Directors and Company of the Clinton Bank of Columbus, at any time after the Ninth day of July next, for the sum of Fifteen Hundred dollars, with interest thereon, after said last mentioned date, and also, the damages thereon, allowed by law, on protested bills of exchange, drawn on any person or persons, or body corporate, within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio; and also, for costs of suit. And our said attorney, or any other attorney of the Courts of record aforesaid, is hereby authorized and empowered for us, and each of us, to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid, to be by him confessed. And for doing all these things, and whatsoever may be necessary and proper, for confessing judgments as aforesaid, releasing errors and right and benefit of appeal, this shall be a full warrant, to our said attorney or any other attorney as aforesaid.

Witness our hands and seals, this Ninth day of April 1837

Joseph Choppe (Seal)
Daniel Smith (Seal)
Wm Ritchey (Seal)
Ira Akin (Seal)

Union Common Pleas

Clinton Bank

vs

Joseph Chaffee et al

Judgt	$ 1611.50
Costs	7.05½
Increase	22.70
writ	.35
	1641.60½
Cr Apl 3. 1838	443.50
July 13. "	700.00
	1143.50
	$ 498.10½

Rec August 5th 1838
S Andrew Shaff

Filed Oct. 24th 1838
Jas H. Gill Clerk

In obedience to the command of the within writ I proceed & proceed to levy the same upon certain articles of property belonging to the said Joseph Chaffee & Aken Wm Richey & Daniel Smith a list of which is thereto attached and on the 18th and 19th days of Oct AD 1838 after having duly advertised according to Law I offered the same for public sale & hereunto return that the said property was not sold for want of Bidders

Oct 20th 1838

S Andrew Shaff

fee Mile	$1 95
~~Advertising~~ writ	75
Serving	50
postage	4 00
printers fee	

No 19

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Crawford 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 third day of October A. D. 1837 The President Directors and Company of the Clinton Bank of Columbus

recovered against Joseph Chaffee Daniel Smith William Ritchey and Ira Akin

as well the sum of Sixteen hundred, Eleven dollars and fifty cents, for their damages, as the sum of $ 7.05½ 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 Joseph Chaffee Daniel Smith William Ritchey & Ira Akin

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 22.70 .72 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 &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 first day of August A. D. 183 8

Attest: James H. Gill Clerk.

BY virtue of a writ of fi fa to me directed from the Court of Common Pleas, of Union county, Ohio; on the 19th day of October between the hours of ten o'clock A M and four o'clock, P. M. of said day, at Wm. Richey's in Crawford township, Crawford county, Ohio; I shall offer at public sale the following property to wit; two yoke of Oxen, four cows, two three yearling heifers, four three year old steers, seven head of horses, three stacks of hay, one stack oats, one mow wheat, twenty shocks of corn, twenty head of stock Hogs, and one four horse waggon,

Said goods and chattels, have been levied upon and will be sold as the property of Wm. Richey, to satisfy a judgment obtained against him and others, by the President Directors & Co. of the Clinton Bank of Columbus.

S ANDREW, Sh'ff.

September 30th, 1838.

SHERIFF SALE,

BY virtue of a writ of fi. fa. to me directed, from the Court of Common Pleas, of Union county, Ohio, on the 18th day of October, between the hours of 10 o'clock A. M. and 4 o'clock P. M. of said day, at Tymochtee, Crawford county, Ohio, I shall offer at public sale, the following property to wit: 2 horses and harness, one wagon, two colts, one yoke of oxen, two cows and one calf, eight stock hogs, three bureaus, twelve beds and bedding, two box stoves.

Said goods and chattels have been levied upon and will be so'd as the property of Ira Akin, to satisfy a judgment obtained against him and others, by the President, Directors & co. of the Clinton Bank of Columbus.

S. ANDREW, Sheriff.

September, 30, 1838.

Sheriff Sale.

BY virtue of a writ of fi. fa. to me directed from the Court of Common Pleas of Union county, Ohio, on the 19th day of October, between the hours of 10 o'clock A. M. and 4 o'clock P M. of said day, at Daniel Smith's in Negro town, Crawford county Ohio, I shall offer at public sale, the following property, to wit: 40 head of stock cattle.

Said chattels have been levied upon & will be sold as the property of Daniel Smith, to satisfy a judgment obtained against him and others, by the President, Directors and Co. of the Clinton Bank of Columbus.

S. ANDREW Sheriff.

September 30, 1838.

Union Common Pleas

Clinton Bank
v } No 7
Joseph Chaffee et als

Judgt	$ 1611.50
costs	7.05½
Increase	.55
brief	35
	$1619.45½
Credit April 3. 1838	443.50
	$1175.95½

~~Received July 4th 1838 of Joseph Chaffee Seven Hundred Dollars~~ — ~~$700.00~~

Returned by order of the attorney of pltffs - no levy made

July 11. 1838

S. Andrews
Sheriff Crawford Co.
Ohio

Fees of Sheff

Commission on 700$	14.00
Postage	.85
Mileage	1.75
	$16.30
Printing fee	5.25

Costs Rec'd in this suit — 700.00
Sheriff fees — $16.30 [illegible]
Printing " — 5.25 " "
$678.45

Filed July 18. 1838
James H. Gill Clk

Paid this week [illegible]
1852 S. Andrews Sheriff

No 7

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Crawford 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 third day of October A. D. 1837 The President Directors & Co of the Clinton Bank of Columbus

recovered against Joseph Chaffee Daniel Smith William Ritchey & Ira Aikin

as well the sum of Sixteen hundred & Eleven dollars and fifty cents, for their damages, as the sum of $ 7.05 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as heretofore that of the goods and chattels, and for want thereof, of the lands and tenements of the said Joseph Chaffee Daniel Smith Wm Ritchey & Ira Aikin you cause to be made the damages and costs aforesaid, with interest thereon from the three day of October A. D. 1837, until paid. Also, the sum of $0.55 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

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 May A. D. 1838

Attest: James H. Gill Clerk.

Union Com. Pleas

Clinton Bank of Columbus

vs Fi. Fa. et. Lev. fa.

Joseph Chaffee et als

Judgt - - - - -	$1611,50
Costs - - -	70 54
Credits	35
	$1618,04

Received April 3d 1838 on this fifa Four hundred & forty three Dolls & fifty cts and returned by order of plaintiffs atty

S Andrews Sharp

Filed May 1 1838

James H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of Crawford County Greeting
We command you that you cause to be levied of the goods and chattles in your Bailiwick of Joseph Chaffe Daniel Smith William Ritchey and Ira Aikin the sum of $1618,55¼ which by the Judgment of our Court of Common Pleas within and for the County of Union at the Oct Term thereof 1837 The President Directors & Co. of the Clinton Bank of Columbus recovered against the said Joseph Chaffe Daniel Smith William Ritchey and Ira Aikin with interest thereon from Oct 3d 1837 until paid 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 ~~and~~ of the said Chaffe Smith Ritchey & Aikin and have that money before our 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 then there this writ

Witness James W. Gee Clerk of the Court of Common Pleas within and for said County of Union this 21st day of Oct 1837

James W. Gee

Sheriff's Sale.

BY virtue of a writ of alias Fi. Fa. to me directed from the court of Common Pleas of Union county Ohio, I shall on the 19th day of April, between the hours of ten o'clock A.M. & four o'clock P. M. of said day, at Tymochtee, Crawford county Ohio, offer at public sale the following property to wit: one hundred and twenty hogs in the pen fattening, sixty head of stock hogs, one pile of corn in the mill, one hundred bushels of wheat in the mill, three stacks of oats three stacks of hay, one three year old horse, and fifty saw-logs.

Said goods and chattles have been levied upon and will be sold as the property of Joseph Chaffee, to satisfy a judgment obtained against him and others, by the President, Directors and co. of the Clinton Bank of Columbus.

S. ANDREW, Sheriff.

April 3d, 1839. 16-ts.

Sheriff's Sale.

BY virtue of a writ of alias Fi. Fa. to me directed, from the Court of Common Pleas of Union county Ohio, I shall on the 19th day of April, between the hours of 10 o'clock A. M & 4 o'clock P. M of said day at Tymochtee, Crawford county Ohi , offer at public sale the following property to wit: 2 horses and harness, one waggon, two colts, one calf, eight stock hogs, three Bureaus, twelve beds and bedding, two box stoves: Said goods and cl att es have been levied upon and will be sold as the property of Ira Akin, to satisfy a judgment obtained against him and others, by the President, Directors and co. of the Clinton Bank of Columbus.

S. ANDREW
Sheriff C. Co.

April 3d. 1839. 16

SHERIFF SALE:

BY viatue of a writ of alias fi fa. to me directed from the Court of Common Pleas, of Union county, Ohio; on the 20 h of April, between the hours of ten o'clock A M and four o'clock, P. M. of said day, at Wm. Richey's in Crawford township, Crawford county, Ohio; I shall offer at public sale the following property to wit: two yoke of Oxen, four cows, two three yearling heifers, four three year old steers, seven head of horses, three stacks of hay, one stack oats, one mow wheat, twenty shocks of corn, twenty head of stock Hogs, and one four horse waggon,

Said goods and chattels, have been levied upon and will be sold as the property of Wm. Richey, to satisfy a judgment obtained against him and others, by the President Directors & Co. of the Clinton Bank of Columbus.

S ANDREW, Sh'ff.

April 3d, 1839.

Sheriff Sale.

BY virtue of a writ of alias fi fa to me directed from the Court of Common Pleas of Union county Ohio, on the 20 h day of April, between the hours of 10 o'clock A. M. and 4 o'clock P M. of said day, at Daniel Smith's in Negro town, Crawford county Ohio, I shall offer at public sale, the following property, to wit, 40 head of stock cattle.

Said chattels have been levied upon & will be sold as the property of Daniel Smith, to satisfy a judgment obtained against him and others, by the President, Directors and Co. of the Clinton Bank of Columbus.

S. ANDREW Sheriff.

January 9, 1839.

Union Com. Pleas
Clinton Bank
vs
Joseph Chaffee et al

Judgt	$1611.50
Costs	7.05½
Increase	30.45
Mic	.35
	$1649.35½

Cr April 3. 1838 $443.50
July 13. " $700.00
$1143.50

Rd XA.

Rcd Dec 27th 1838 $371.80
Rcd April 20th 1839 $17.00
+ my fees & printer

S Andrew Shff

Postage 10. cts Pd by Gice

Filed Apl 27. 1839
Chas W Gice Clk

Rcd this writ Nov 3 1839
S. Andrew Shff

Union Com. Pleas

Clinton Bank

vs

Joseph Chaffee et al

Judgt	$1611.50
Costs	7.05½
Increase	30.45
Mic	.35
	$1649.35½

Cr April 3. 1838 $443.50
July 13. " $700.00
$1143.50

Rd XA. /

Rcd Dec 27th 1838 $371.80
Rcd April 20th 1839 $1.17.00
+ my fees & printer

S. Andrew Sff

Postage 10 cts Pd by Gice

Filed Apl 27. 1839
Chas H Gice Clk

Rcd this writ Nov 3 1896
S. Andrew Sff

Dr. Sheriff to Chas. Commor of this writ & proceed to sell and advertise the property which I took in to my charge on the 17th day of April 1839 - and offered the same for sale & there being no bidders I have with the consent of the plaintiff's attorney

S. Andrew Sff

April 20th 1839

Union Com. Pleas

Clinton Bank of Col-

vs

Joseph Chaffee et al.

Damages	$1611..50
Costs	7..05½
Interest	31..80
mit	..35

Cr. Apl 3d	1838	$443..50	
" July 13	"	700..00	
" Dec 27.	"	371..80	
" Apl 30	1839	117..00	

1632

Agreeably to the command of the within writ, I advertised & offered for sale according to law on the 28th day of September 1839 the property of which a schedule is endorsed hereon, and there being no bidders, the same yet remains unsold for want of bidders

Sept. 30. 1839. J. Angell
Shff & Co

Fee Mile	$1.75
serving writ	1.75
Copy to printer	1.00
No 9 printers	4.25

Recd July 22nd 1839 J. Angell Shff

One hundred hogs in the pen.
60 head stock Hogs.
1 pile corn in mill
100 bushels wheat in mill
3 stacks oats 3 stacks hay
1-3 year old horse & 50 sale logs
Property of Chaffee

2 horses & harness 1 wagon 2 colts 1 calf & stock hogs 3 bureaus 12 beds & bedding 2 bed steads
Property of Atkin

2 yoke of oxen 4 cows & three yearling Heifers 4, 3 year old steers 7 head of horses 3 stacks hay 1 stack oats 1 now wheat 20 stacks corn 20 head stock hogs & 1 four horse wagon
property of Mrs Stately

4 head stock hogs
property of Daniel Smith

The above property was returned as levied on to satisfy the writ in mit and not sold

Jas. H. Gill Clerk
Union Com Pleas

The State of Ohio, Union County, ss: Crawford

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 30th day of October A. D. 1837 The President Directors & Co of the Clinton Bank of Columbus recovered against Joseph Chaffee Daniel Smith William Ritchey and Ira Akins as well the sum of Sixteen hundred & eleven dollars and Fifty cents, for their damages, as the sum of $7,05 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 hold by virtue Levy in this cause & which yet remain unsold as you have endorsed you cause to be made the damages and costs aforesaid, with interest thereon from the three day of October A. D. 1837, until paid. Also, the sum of $31,80 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 & Company 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 17th day of July A. D. 1839

Attest:

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1837-CV-0049

No. 37-CV-49

Union Common Pleas Court.

Clinton Bank

Plaintiff,

AGAINST

Geo T Frees,

Defendant.

OCT TERM, 1837

JUDGMENT VS DEFENDANT

$1605-75-

Journal 1 Page 339

Record No. 3 Page 103

Ex. Doc. 1 Page 112

Charlin Band

to

Geo. J. Fines dec

Filed oct 30 1877

Jas F. Pike Clerk

STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } October Term, A. D. 1837.

The President, Directors and Company of the Clinton Bank of Columbus

complain of George T. Trees - Joseph Chaffee & Guy Stevens

in a plea of assumpsit, for that, whereas the said defendants on the first day of April ~~[illegible]~~ A. D. 1837, at the county aforesaid, made their bill of exchange in writing, and directed the same to ~~J. Delafield~~ J. Delafield Esqr New York and thereby required the said J. Delafield Esqr New York to pay to the order of J. Delafield jr Cashr at the Phoenix Bank New York — Eighteen hundred dollars ninety days after the date thereof, (which period has now elapsed,) and then and there delivered the same to the said J. Delafield jr Cashr and the said J. Delafield jr Cashr then and there endorsed the same to the plaintiffs and the said J. Delafield Esqr did not pay said bill, although the same was presented at the said Phoenix Bank New York for payment on the day when it became due: of all which the said defendants then and there had due notice. ~~And whereas, the said defendants afterwards, to wit,~~ day of A. D. 183 , at the county aforesaid, in consideration of the premises, then and there promised to pay the amount of said bill to the said plaintiffs, on request—yet disregarded promise and not paid the amount of said bill or any part thereof; and also, for that, whereas, the said defendants, on the day of A. D. 183 , at the county aforesaid, made other bill of exchange in writing, and directed the same to the said and thereby required the said to pay to the order of the said at dollars after thereof, (which period has now elapsed,) and then and there delivered the same to the said and the said then and there endorsed the same to the plaintiffs; and the said did not pay said bill, although the same was presented at for payment on the day when it became due; and the plaintiffs aver that, at the time of the making of said bill of exchange, and from thence until and at the time when the said bill was so presented for payment as aforesaid, the said had not in hands any effects of the defendants, nor had received any consideration for the acceptance or payment by the said of the said bill of exchange, nor the defendants sustained any damage by reason of not having notice of the non-payment by the said of the said bill of exchange. Of all which, the said defendants on the ~~day of~~ A. D. 183 , had notice. And whereas, the said defendants afterwards, to wit, on the day of A. D. 183 , at the county aforesaid, in consideration of the premises, promised to pay the amount of said bill to the plaintiffs on request; yet disregarded promises, ~~and not paid the amount of said bill or any part thereof.~~ And also, for that the defendants on the first day of January A. D. 1837, at the county aforesaid, was indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request; and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request; and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in five thousand dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned, to the plaintiffs on request; yet they have disregarded their said promises and have not paid any of said moneys or any part thereof; all which is to the damage of the said plaintiffs ten thousand dollars, and therefore they sue, &c.

Swayne & Bates
Atty's for Plff's

4812

G. T. Free

$1500 June 30/3

Lic Bramford

Delaware

~~$15-15.75~~

~~90~~

$1603,75

Brush appears for

defts

Filed Dec 3a 1837

Jas H. Gill Clerk

9.25

$ 1500, Columbus, Apl 1 — 1837

Ninety days after date, pay J Delafield Jr Esq Cash. or order, at the Phenix Bank, New York Fifteen hundred —— dollars, for value received.

To J Delafield Esq New York

Frees Choffee

George H Frees
Joseph Choffee
Guy Stevens

$ 1500, Columbus, 1 Apl. 1837

Ninety days after date, pay at the Phenix Bank New York — to J Delafield Jr Esq Cash. or order, ~~&~~ Fifteen hundred ——— dollars, for value received.

To J Delafield Esq New York

George H Frees
Joseph Choffee
Guy Stevens

Know all men by these presents, That we George H. Frees and Joseph Choffee of Crawford County and Guy Stevens —

of the County of Seneca in the State of Ohio, and each of us, do hereby dispense with protest and notice to us, and each of us, in case of the non acceptance or non payment of the above bill of exchange, and do hereby nominate and appoint N. H. Swayne attorney at law, or any other attorney at law, of any of the Courts of record of the State of Ohio, to appear for us, and each of us, in any Court of record, of the State of Ohio; and appear to a declaration or declarations against us, and each of us, in favor of the President, Directors and Company of the Clinton Bank of Columbus, and to confess judgment against us, and each of us, in favor of said the President, Directors and Company of the Clinton Bank of Columbus, at any time after the first day of July next, for the sum of Fifteen Hundred dollars, with interest thereon, after said last mentioned date, and also, the damages thereon, allowed by law, on protested bills of exchange, drawn on any person or persons, or body corporate, within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio; and also, for costs of suit. And our said attorney, or any other attorney of the Courts of record aforesaid, is hereby authorized and empowered for us, and each of us, to release all errors and all right and benefit of appeal in the judgment or judgments aforesaid, to be by him confessed. And for doing all these things, and whatsoever may be necessary and proper, for confessing judgments as aforesaid, releasing errors and right and benefit of appeal, this shall be a full warrant, to our said attorney or any other attorney as aforesaid.

Witness our hands and seals, this first day of April 1837

George H Frees (Seal)
Joseph Choffee (Seal)
Guy Stevens (Seal)

Made $556.55 Fees Costs Jan 13th 1838 and return
this day to order of Pltff's Atty. Mar 1st 1838
$556.55
Dan'l Andrews Sheriff

Union Com. Pleas

Clinton Bank of Columbus
v } Fi fa et Lev
George T. Frues et als

Judgt	$1605.75
Costs	7 05½
Writ	35
	$1613 05½

Rec'd Nov 20th 1837
$306-55

Rec Jan 18th 1838
$2.50-00

Filed april 20. 1838
James H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of ~~said~~ Crawford County Greeting
We command you that you cause to be levied of the goods and chattles in your bailiwick of George F. Free Joseph Chaffe and Guy Stevens the sum of $1612,80½ which by the Judgment of our Court of Common Pleas within and for said County of Union at the Oct Term thereof 1837 The President Directors and Co. of the Clinton Bank of Columbus recovered against the said George F. Free Joseph Chaffe and Guy Stevens with interest thereon from Oct 3d 1837 until paid, 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 George F. Free Joseph Chaffe & Guy Stevens and have that money before our Court of Common Pleas on the first day of their next Term to render unto the said President Directors & Co of the Clinton Bank of Columbus and have then there this writ

Witness James H. Gee Clerk of the Court of Common Pleas within and for said County of Union this 21st day of Oct 1837

James H. Gee

Union Common Pleas

Clinton Bank
vs } No 8
George T. Lee et als

Charge	$1605.75
costs	7.05½
Increase	35
Writ	35
	$1613.50½
Credit	
Jany 13. 1838	556.55
	$1056.95½

No funds having been deposited for the payment of my fees I return this writ without making any more

July 11. 1838

S. Andrews
Sheriff Cuyahoga Co
Ohio

Filed July 18th 1838
James H. Lee Clk

No 8

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Crawford 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 third day of October A. D. 1837 the President Directors &c of the Clinton Bank of Columbus

recovered against George T. Free Joseph Chaffee & Guy Stevens

as well the sum of Sixteen hundred and five dollars and Seventy-five cents, for their damages, as the sum of $7.05 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as heretofore that of the goods and chattels, and for want thereof, of the lands and tenements of the said George T. Free Joseph Chaffee and Guy Stevens you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $0.35 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 &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 third day of May A. D. 1838

Attest: James H. Gill Clerk.

Junior Common Pleas

Clinton Bank

vs

George J. Frees etats

Judgt	$1605.75
Costs	7.05½
Increase writ	70
	35
	1613.85½
Cr. Jan. 13. 1838	556.55
	$1057.30½

Rec'd August 4th 1838
J. Andrew Shaff

Filed Oct 24th 1838
Jas H. Gill Clerk

In obedience to the Command of the within writ I proceeded to levy the same upon certain articles of property as belonging to the said George J. Frees and Joseph Chaffee a list of which is hereto attached and on the 18th days of Oct. 1838 after having duly advertised according to law I offered the same for public sale and therewith return that the said property was not sold for want of bidders

Oct 20th 1838

J. Andrew Shaff

fee Mile	$1.75
Summons	55
printers fee	2.50
	4.80

No 20

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Crawford 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 third day of October A. D. 1837 The President Directors and Company of the Clinton Bank of Columbus recovered against George T. Frees Joseph Chaffee & Guy Stevens as well the sum of Sixteen hundred and five dollars and Seventy five cents, for their damages, as the sum of $ 7.05½ 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 George T. Frees Joseph Chaffee & Guy Stevens you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 0.70 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 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 first day of August A. D. 1838

Attest: James H. Gill Clerk.

Sheriff Sale.

BY virtue of a writ of fi. fa. to me directed from the Court of Common Pleas of Union county, Ohio, on the 18th day of October, between the hours of 10 o'clock, A. M. and 4 o'clock P. M. of said day at Tymochtee, Crawford county, Ohio, I shall offer at public sale the following property, to wit:

120 hogs in the pen fattening, 60 head of stock hogs, one pile of corn in the mill, 100 bushels of wheat in the mill, three stacks of oats, three stacks of hay, one three year old horse, 50 saw-logs.

Said goods and chattels have been levied upon and will be sold as the property of Joseph Chaffee, to satisfy a judgment obtained against him and others, by the President, Directors and co. of the Clinton Bank of Columbus.

S. ANDREW, Sheriff.

Sheriff Sale.

BY virtue of a writ of Fi. Fa. to me directed, from the Court of Common Pleas of the county of Union, and State of Ohio, I shall on the 18th & 19th days of Oct. A. D. 1838, between the hours of 10 o'clock A. M. and 4 o'clock P. M. of said days, at Tymochtee, Crawford county, expose to public proclamation and outcry the following property, to wit: fifteen Barrels of Whiskey, two Bay Horses, Waggon and Harness; Also a Store, consisting of Dry Goods, Groceries Hardware, Shoes Boots and Hats. Said Goods and Chattles have been taken as the property of George T. Frees and Joseph Chaffee, to satisfy a judgment obtained against them and others by the President Directors and Co. of the Clinton Bank of Columbus.

S. ANDREW, Sheriff.

Sept. 27, 1838.

Union Com. Pleas

Clinton Bank

vs

George S. Fries et als

Judgt	$1605.75
Costs	7.05½
Interest	5.87
writ	.35
	$1619.02½
Cr. Jany 13. 1838	$556.55

In obedience to the command of this writ I sold the property which I levied upon & made my own fees & paid Five & Three Hundred Eighty Six Dolls for pltff
February 14th 1839

Postage 10 cents pd by Lee
Filed Apl 27. 1839
Jno. H. Lee Clk

Rec'd this writ Feb 3th 1838
S. Andrew Shff

6.42
.10
6.32

~~Rec'd Feb 14th 1838 H. H. [illegible]~~

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Crawford 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 third day of Oct A. D. 1837 The President Directors & Co of the Clinton Bank of Columbus

recovered against George T. Fries Joseph Chaffee and Guy Stevens

as well the sum of Sixteen hundred and five dollars and Seventy five cents, for their damages, as the sum of $ 7.05½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as aforesaid that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said George T. Fries Joseph Chaffee & Guy Stevens which you lately according to our command took into your hands and which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the third day of Oct A. D. 1837, until paid. Also, the sum of $ 5.87 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 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 26th day of Oct A. D. 1838

Attest: Jas H. Gill Clerk.

Union Com. Pleas

Clinton Bank of Cd.

vs

George S. Fries et al.

damages	$1605..75
costs	7..05¼
Increase	6..32
mit	.35

Cr.	Jany 13. /38	$556..55
"	Feby 14 /39	386..00

fee Mile	160
serving writ	35
Copy to plaintiff	25
recording	12½
	2.32½
printers	150

No. 10 —

Rec July 22nd 1839 S. Andrews
S.M.N.

Sheriffs office Crawford Co
Bucyrus Sept 30 1839

In obediance to the command of this writ I levied this same on the 30 of August 1839 on the following goods & Chattles to wit on one hundred bushels of Wheat one hundred & fifty of Corn one hundred of Oats and One Colt taken as the property of George T Frees and therefore I gave due notice according to the Statute in such case made & provided by advertising in the Crawford Republican a news paper printed and in General Circulation in said County that I would sell the same on the 28 of Sept 1839 between the hours of 10 oclock AM and 4 oclock P.M of said day at George T Frees in Tymochtee in said Co at public sale and did offer the same and therewith return not sold for want of bidders

R. Andrew Dep Shff
of C. C. O.

Sept 3rd 1839

Union Com. Pleas

Clinton Bank of Cd.

vs

George S. Fries et al.

damages	$1605..75
costs	7..05½
Increase	6..32
mit	.35

Cr. Jany 13. 1838	$556..55	
" Feby 14 1839	386..00	
fee Mile		160
serving writ		35
Copy to printer		25
recording		12½
		2.32½
printers		150

No. 10 —

Rec July 22nd 1839

Sheriff Office Crawford Co Ohio
Bucyrus September 30. 1839

In obedience to the command of this writ I have this day of the seizure of 1839 on the following goods & chattels to wit One hundred & fifty hogs one pile of corn in the mill One hundred bushels of wheat in the mow three stacks of hay One three year old horse fifty saw logs the undivided half of twenty acres of corn two hundred dozen of fodder 12 acres of corn on the stalk on town plat of North Sycamore also ½ of 12 acres of corn farmed by John Longabaugh also ½ of 12 acres of corn on the seven farm planted by G. W. Shugood also the undivided ½ of 25 acres on the Robinson farm taken as the property of Joseph Chaffee And thereupon I gave due notice according to statute in such case made & provided by advertisement in the Crawford Republican a newspaper printed published & of general circulation in said County that I would sell the same on the 28 Sept. 1839 between the hours of 10 o'clock AM & 4 o'clock P.M. of said day at Sycamore in said County at public sale

The State of Ohio, Union County, ss: Crawford

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 third day of October A. D. 1837 The President Directors & Co. of the Clinton Bank of Columbus recovered against George S. Freese Joseph Chaffee and Guy Stevens as well the sum of Sixteen hundred and five dollars and Seventy five cents, for their damages, as the sum of $ 7.05½ 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 Defendants George S. Freese Joseph Chaffee and Guy Stevens you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 6.32 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 & Company 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 17th day of July A. D. 1837

Attest:

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1837-CV-0050

No. 37-CV-50

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Calvin Wengerhal,
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$331 43

Journal 1 Page 344
Record No. 3 Page 94
Ex. Doc. 1 Page 91

Union County Com. Pls

Tr. Bank of Tuckerton
v
Calvin Wright
James W. Steelo
and
John S. Trevin.

Assum

Filed Oct 30 1837
Jas. H. Gill Clerk

The State of Ohio, } Court of Common Pleas,

Union County, ss. } October Term, 1837.

The President Directors & Company of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of Calvin Mugg & James W. Shell & John S. Irwin defendants in this suit, of a plea of Assumsit, &c.

~~For that whereas, the said defendant on the day of in the year our Lord one thousand eight hundred and at made promissory note in writing, and then and there delivered the same to the said plaintiff and thereby, then and there promised to pay to the said plaintiff the sum of dollars and cents, in date thereof, which period has now elapsed; and the said defendant in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.~~

For that ~~And~~ whereas, ~~also,~~ the said defendants ~~aforesaids,~~ to wit, on the 2d day of June in the year of our Lord one thousand eight hundred and thirty-seven in the county aforesaid, were indebted unto the plaintiffs in the ~~further~~ sum of Eight hundred 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 Eight hundred 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 Eight hundred 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 Eight hundred 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 Eight hundred 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 Eight hundred dollars, and therefore they bring suit, &c.

By J. Swan Atty

Cop.

Tr. Bank of Columbia

v

Calvin Wyck

Lag

331. 42/100

THE STATE OF OHIO, } ss. October Term, 1837
Union County,

And now James L. Bates one of the Attorneys of this court appears in open court in behalf of the said Calvin Wright James W. Steele and John S. Irwin defendants and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non-performance of the promises and assumptions aforesaid to three hundred and twenty one dollars and forty three cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

James L. Bates *Attorney for Defendants.*

Filed August 2nd 1858
Franklin Fraser & Co. vs the Cobb
Day & Co. Attachment the property
greatly to Plaintiffs in and Fauss
Defs

[illegible] Atty

Union Common Pleas

Franklin Bank
of Venango
vs
Calvin Winget et al

Judgt	$ 331.43
Costs	7 05½
Interest	5.60
Writ	35
	$344 43½
Serv	35
Adv	18 7½
Mil	2
	2,27½

Filed Oct 26. 1858

Jas H Gill Clk

No 8

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 third day of October A. D. 1837 The Franklin Bank of Columbus.

recovered against Calvin Winget John S. Irwin and James M. Steele

as well the sum of Three hundred and thirty one dollars and forty three cents, for their damages, as the sum of $ 7.05½ 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 C. Winget John S. Irwin & James M. Steele which you by command took into your hands & which remains unsatisfied you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 5.60 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 &c of the Franklin 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 24th day of July A. D. 1838

Attest: James H. Gill Clerk.

Rec'd May 24th 1838

Advertised the property for sale on the 12th day of July 1838 — July 12th offered the property for sale agreeable to advertisement and found no Bidders

R Clark Sheriff

Serv — 35
~~Atd~~ — 25
Adv — 1 87½
$2,27½

Lancaster Common Pleas

Franklin County

Ordered Mingo Atlas

Orig. $334.43
costs 7.05½
Accrue 2.9½
Exc 35
$341.81

Filed July 16. 1838

James McElroy Clk

334½
27½
361

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 three day of October A. D. 1837 The President Directors &c of the Franklin Bank of Columbus

recovered against Calvin Winget John S. Irwin and James M. Slate

as well the sum of three hundred and thirty one dollars and forty three cents, for their damages, as the sum of $7,85 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 Calvin Winget John S. Irwin & James M. Slate which you lately according to our command took into your bailiwick which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the three day of October A. D. 1837, until paid. Also, the sum of $2,97½ 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 Franklin 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 5th day of May A. D. 1838

Attest: James H. Gill Clerk.

Rec'd Feb 8th 1838 Same Day Levied on three
lots of Leather in the Warehouse to satisfy
19th Day of April
April 19th 1838 Advertised for sale on Monday the
Advertisement and not sold for want of Bidders
H Clark Sheriff

Union Com. Pleas

Franklin Bank of Columbus
v
C. Dinget et als

Judgt	331.43
Cost	7.05½
Writ	35
Serv	85
Levy	35
5 Adverts	1.87½
Mil	5
	2.62½

Filed April 12th 1838
James 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 chattles in your Bailiwick of Calvin Winget James W. Steele and John S. Irwin the sum of $338.48¼ which by the Judgment of our Court of Com. Pleas within and for the County of Union at the October term thereof 1837 The President Directors & Company of the Franklin Bank of Columbus recovered against the said Winget Steele and Irwin with interest thereon from October ~~1st~~ 30 1837 until paid and the accruing costs and for want of goods and chattles that you cause the same to be levied of Lands and tenements in your bailiwick of the said Calvin Winget James W. Steele and John S. Irwin and have that money before our said Court on the first day of their next term to render unto the said Franklin Bank of Columbus and have then there this writ
Witness James H. Gill Clerk of the Court of Com Pleas within and for said County this 8th day of Feb 1838

James H. Gill

Civil/Domestic Case File
Case No. 1837-CV-0051

No. 37-CV-51

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Stephen McLain,
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$378 00

Journal 1 Page 344

Record No. 3 Page 95

Ex. Doc. 1 Page 92

Cop.

Yr. Bk of Cedars

?

Steph de Blois

Lett.

D. 378

The State of Ohio
Union County ss October Term 1837

Come now James L. Bates one of the attorneys of this court appears in open court in behalf of Stephen McLain Calvin Wright and Silas G. Strong defendants and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants do assume & promise in manner and form as the said the President Directors & Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confess that the said plaintiffs have sustained damages by reason of the non performance of the promises and assumpsits aforesaid to the demand of twenty eight dollars and ten hundred cents, all errors and right and benefit of appeal on behalf of said defendants

James L. Bates

Atty for Defts

Union Com. Pleas

W. Bank of Columbus
v
Stephen McLain
Calvin Wright
&
Silas G. Strong

Nar

Filed oct 30 1837
Jas R. Gill Clerk

The State of Ohio, } Court of Common Pleas,

Union County, ss. } October Term, 1837.

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Stephen McLain Calvin Wright & Silas G. Strong defendants in this suit, of a plea of Assumsit, &c.

~~For that whereas, the said defendants on the day of in the year our Lord one thousand eight hundred and at made a promissory note in writing, and then and there delivered the same to the said plaintiff and thereby, then and there promised to pay to the said plaintiff the sum of dollars and cents, in date thereof, which period has now elapsed; and the said defendant in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.~~

For that ~~and~~ whereas, ~~afterwards~~, the said defendants ~~afterwards~~, to wit, on the 3rd day of June in the year of our Lord one thousand eight hundred and thirty-seven in the county aforesaid, were indebted unto the plaintiffs in the further sum of Seven hundred 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 Seven hundred 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 Seven hundred 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 Seven hundred 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 Seven hundred 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 Seven hundred dollars, and therefore they bring suit, &c.

By G. Swan
their atty.

Union Com Pleas

Franklin Bank

vs

Stephen McLain decs

Dams.	$ 378..00
costs	7..11½
Increase	10..22½
mile	.35
	395 79

6 July 13. 1838 $105.00

Serv	75
Adv	5,87½
Mile	5
	$1,67½

Filed Apl 26. 1839

Jas. H. Geiger clk

	10 22½
	1 67½
	11, 90

Nov 38

No. 16

Cud Nov 26th 1838 Adjudged Inquiry to sale on the 20th Day of April 1839 Levied the property upon to satisfy the within and annexed Judgment and costs

W 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 3d day of October A. D. 1837 The president Directors and Company of the Franklin Bank of Columbus

recovered against Stephen McLain Calvin Winget and Silas G. Strong

as well the sum of Three hundred and seventy Eight dollars and cents, for their damages, as the sum of $7.05½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as often heretofore that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Defendants which you lately according to our command took into your hands and which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 3d day of October A. D. 1837, until paid. Also, the sum of $10.22½ 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 & Co. of the Franklin 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. 1838

Attest: Ja. H. Gill Clerk.

Union Common Pleas

Franklin Bank
v
Stephen McLain et als

Judgt.	$ 378.00
costs	7.11½
Increase	2.97½
writ	35
	$ 388.44

Ser	35
Adv	1,87½
Mil	5
Poundage	2,00
	4,27½

2.97½
35
4.27½
7.60

Filed July 14 1838
James H Gillette

May 1838

Paid May 5th 1838 Examined satisfied this
day on the 12th day of July 1838
July 12th 1838 Filed the writ & take speech
to Plaintiff & Defendant and found on Return
Paid on hundred Dollars
W 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 third day of October 1837 the President Directors &c of the Franklin Bank of Columbus recovered against Stephen McLain Calvin Winget and Silas G. Strong. as well the sum of three hundred and seventy Eight Dollars for their Damages. as the sum of $7.11¼ for their costs and charges ~~and~~ in that behalf expended as of record is manifest. You are therefore commanded that of those goods and chattles of Stephen McLain, Calvin Winget and Silas G. Strong, which you lately according to our command took into your hand and which remain unsold, you cause to be made the damages and costs aforesaid with Interest thereon from October 3. 1837 until paid. Also the sum of $2.97¼ costs of increase on said Judgment and the accruing costs. And if in your Opinion the property on hand be insufficient to satisfy said Judgment. then you are commanded to levy upon the lands and tenements goods and chattles, or either, of the said Stephen McLain Calvin Winget and Silas G. Strong, together with the property on hand sufficient to satisfy said Judgment, and have said moneys before our said Court of Common Pleas on the first day of next term to render unto the said President Directors &c of the Franklin Bank of Columbus. Hereof fail not at your peril, and have you there then this writ

Witness James H. Gee Clerk of said Court at the Court House this fifth day of May 1838

James H. Gee Clerk

Union Com. Pleas

Franklin Bank

vs

Stephen McLain et als

Judgment	$378.00	
Costs	7.14	385.14
Increase	1.00	
Writ	35	
Serv	75	
Levy	35	
Mil	50	
Inquest	1.00	
Not Adv	2.25	
Poundage	5.48	48
Appraisal	1.50	35
	86.98	83

Filed July 13 1839

Jas H Gill Clk

Apl 39

Filed 25th day of April [illegible] summons and return endorsed thereon as follows viz. Came to hand upon the 24th day of the same month and levied upon the following described property to wit the north half of the south side of lot No 64 in the town of Marysville, Union Co Ohio as the property of Stephen McLain to satisfy the within execution and costs to be collected on the 12th day of July 1839 from the rents and profits and sold to Q. Thomas Thompson for $20 Purchaser Wagon for $25 necessary expenses of Wagoner for $9 found no other goods or chattels whereon to levy

Chas Thompson

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 Stephen M Saint Calvin Minger and Silas G. Strong which according to our command you have taken into your hands and which remain unsold as you have certified to the Judges of our Court of Common Pleas of said County to satisfy the President Directors &c of the Franklin Bank of Columbus the sum of Two hundred and seventy eight dollars with interest thereon from the 3d day of October A.D. 1839 until paid also Seven dollars and 11¼ for costs of Judgment and $1.50 costs of increase, which late in our said Court the said Franklin Bank recovered against the said Defts 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 Debtors which together with the property on hand not sold as aforesaid will be sufficient to satisfy the Judgment aforesaid And that you have the same before our said Court on the first day of next Term to render unto the said Franklin Bank

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

Witness Jas H. Gill Clerk of said Court at the Court House in Marysville this 25. day of April A.D. 1839

James H. Gill Clerk

Rec'd July 17th 1839
Advertised real estate to sell on the 30th
day of Oct — Oct 10th Levied in conjunction
with an execution in favor of S Finch
upon three turning lathes 3 work benches
6 planes 1 hand saw 1 servant saws 1 st turn
— ing chisels 1 Brace and bits and sundry
chisels augers gimlets and other tools and
advertised goods and chattles to sell on the 26th
offered goods and chattles and found no bidders
Oct 29th Levied in conjunction with an execution
in favor of S Finch upon the undivided half of the press type
cases and other printing apparatus now used
to publish the Union Star also upon one
cooking stove not offered for sale for want
of time R Clark Sheriff
Oct 31st offered lot for sale and found no bidder
R Clark Sheriff

Union Com. Pleas
Franklin Bank
vs
Stephen M Shindeldec
Damages $378.00
Costs 7.11½
Increase 26.83
Writ 35
Filed Oct 30. 1839
Chas H. Lee Clk
Fees —— 75
2 Levy —— 70
Advertising —— 1.50½
Deed —— 2.25
Copy to Sh —— 25
Sheriff —— $5.95½
Filed Nov. 1. 1839
Francis H. Lee Clk
July 39
Stoll

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 goods and chattels of Stephen McLain Calvin Wright & Silas G. Strong which according to our Command 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 ~~to~~ the President Directors &c of the Franklin Bank of Columbus the ~~sum~~ sum of Three hundred and ~~Eighty dollars~~ Eighty five Dollars and Eleven 44 cents with Interest thereon from the 3d day of October 1837 until paid — Also $20.83 costs of increase on said Judgment 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 the Judgment aforesaid — And that you have the same before the said Court at the Court House in Marysville on the first day of next Term to render unto the said President Directors and Company of the Franklin 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 17th day of July A.D. 1839

James H. Gill Clerk

Union Common Pleas

Franklin Bank
vs } Vendi
Stephen McLain

Judgt	$378.00
Costs	7.11½
Increase	7.60
Writ	35
	$393.06½

Cr July 13. 1838 $100.00

Serv	35
Adv	1,87½
Mil	5
	2,27½

Filed Oct 26. 1838

Jas. H. Gill Clk

Levy 38

Recd August Term 1838
Advertised Property to sell 25th 1838
~~[illegible]~~ offered Property by appraiser
to satisfy writ and found no bidders
R Clark Sheriff

No 7

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 third day of October A. D. 1837 The President Directors &c of the Franklin Bank of Columbus recovered against Stephen McLain Calvin Winget and Silas G. Strong as well the sum of Three hundred & seventy eight dollars and cents, for their damages, as the sum of $ 7. 11½ 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 Stephen McLain Calvin Winget and Silas G. Strong which you lately took into your hands on Si. Fa. & which remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the third day of October A. D. 1837, until paid. Also, the sum of $ 7. 6½ 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 &c of the Franklin 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 24th day of July A. D. 1835

Attest: James H. Gill Clerk.

Levied upon undivided half of Printing Press & Type & apparatus used for publishing the Union Star, & undivided half of a stack of hay, found upon premises & Bridle & Stacks of hay, 2 sheets of ice & 1 Bore of auger as Deputy Sterling property) Nov 20, 1840
Order of to return without further service
by ~~[illegible]~~ Coffee attorney May 19. 1841
Th Stark Sheriff

$4.17

Nov 40

Union Com pleas

Franklin Bank

v } No 4

Stephen McLain
& Wright &
Silas G Strong

Damages	$378.00
Costs	7.11½
Interest	19.23
	$404.34

Cr July 13. 1838. $100.00
" July 12. /39 54.00

Made — $25.00
Nov 21. 1840. Th Stark Sheff

Due Nov 22, 1840 $

Cr. by Sheff Clarks Receipt
Apl 21. 1838 $124.00
Cr. by G Evans Receipt
Apl 22 1838. 27.00

Filed Aug. 19. 1841
Jas H Lee Clk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those goods & chattles of Stephen McLain Calvin Winget & Silas G Strong lowit two Cows one clock one bureau & in Conjunction with Finch's Execution on 3 Turning Lathes 3 work Benches 6 planes 1 Band saw 2 Tenant saws 2 Sett turning chissels 1 Brace & 1 Bits & sundry chissels augers Gimblets & other Tools & one Cooking Stove

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 Franklin Bank of Columbus the sum of Three hundred & Seventy Eight dollars

with interest thereon from the 3d day of October A. D. 1837 until paid. Also, $19.23 increase of costs, which late in our said Court the said Franklin Bank recovered against the said McLain Winget & Strong 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 The President Directors &c of the Franklin 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* 12th *day of* November

A. D. 1840

Jas. H. Gill Clerk.

Jr. Blank & Edwards

v

Stephen McCauley

Ven. & Vendi - also a fi: fa. claim for statutes

April 22. 1838

G. [illegible]

Atty for pltff.

Civil/Domestic Case File

Case No. 1837-CV-0052

No. 37-CV-52

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Ambrose Meeker
Defendant.

OCT TERM, 1837

JUDGMENT VS DEFENDANT
$321.00

Journal 1 Page 344

Record No. 3 Page 96

Ex. Doc. 1 Page 94

Copy.

Jr. Bk of Columbus

7

Ambrose Mitchell
Dec'd.

$321

THE STATE OF OHIO, } ss. October Term, 1837
Union County,

And now James L. Bates one of the Attorneys of this court appears in open court in behalf of the said Andrew Clarke Ranson Clarke and Alexander Pennock defendants and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors & Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non-performance of the promises and assumptions aforesaid to three hundred and twenty one dollars and ——— cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

James L. Bates *Attorney for Defendants.*

Union Com. Pleas

Fr. Bank of Columbiana
vs
Andrew Mattes
Ransom Clark &
Alexander Pollock

Nar.

Filed Oct 30 1837
Jas H. Gill Clerk

The State of Ohio,	Court of Common Pleas,
Union *County, ss.*	October Term, 1837.

The President Directors & Company of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of Ambrose Mecker & Ransom Clark & Stephen Beach defendant in this suit, of a plea of Assumsit, &c.

~~For that whereas, the said defendants, on the day of in the year of our Lord one thousand eight hundred and at made a promissory note in writing, and then and there delivered the same to the said plaintiff and thereby then and there promised to pay to the said plaintiff the sum of dollars and cents, in date thereof, which period has now elapsed; and the said defendant, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.~~

For that ~~And~~ whereas, ~~also~~ the said defendants afterwards, to wit, on the 30 day of June in the year of our Lord one thousand eight hundred and thirty-seven in the county aforesaid, were indebted unto the plaintiffs in the further sum of Sixty hundred 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 Sixty hundred 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 Sixty hundred 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 Sixty hundred 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 Sixty hundred 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 Sixty hundred dollars, and therefore they bring suit, &c.

By C. Brown
their atty.

For. Bk. of Columbus

vs } Precipe

Meekercl. al.

Filed May 21-40

Jas. H. Gill Clk

The Tr. Bank of Columbia

v

Mathew Gue

} Issue Execution –

G. Drew

Atty for Ply

Aug 20. 1840

Tolt Ch. Court C. P.

Denied. upon the foot of the action the sheriff to summon more when the property is offered for sale. I must say there is much unkindness towards him.

G. D.

Civil/Domestic Case File

Case No. 1837-CV-0053

No. 37-CV-53

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Hezekiah Bates,
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$ 105 85

Journal 1 Page 346

Record No. 3 Page 97

Ex. Doc. 1 Page 95

Union Com. Pleas

The Bank of Columbus
v
Hezekiah Bates
Peyton B. Smith
&
Alexander Pomeroy

Note.

Filed Oct 30 1837
James McGee Clerk

The State of Ohio, } Court of Common Pleas,

Union County, ss. } October Term, 1837.

The President Directors Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Horatio Bates, Peyton B. Smith & Alexander Pollock defendants in this suit, of a plea of Assumsit, &c.

~~For that whereas, the said defendants, on the day of in the year our Lord one thousand eight hundred and at made a promissory note in writing, and then and there delivered the same to the said plaintiff and thereby, then and there promised to pay to the said plaintiff the sum of dollars and cents, in date thereof, which period has now elapsed; and the said defendant, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.~~

For that ~~and~~ whereas, ~~also~~ the said defendant ~~afterwards~~, to wit, on the 30 day of June in the year of our Lord one thousand eight hundred and thirty-seven in the county aforesaid, was indebted unto the plaintiffs in the further sum of Two hundred 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 Two hundred 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 Two hundred 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 Two hundred 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 Two hundred 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 Two hundred dollars, and therefore they bring suit, &c.

B. G. Swan
Atty

Corp.

Vs. Bank of Columbia

v

Hezekiah Bates

dec.

105 85/105

THE STATE OF OHIO, } ss. October Term, 1837.
Union County,

And now James L. Bates one of the Attorneys of this court appears in open court in behalf of the said Hezekiah Bates Perry Fox B. Smith and Alexander Pollock defendants and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non-performance of the promises and assumptions aforesaid to the damage of ——— dollars and eighty five cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

James L. Bates *Attorney for Defendants.*

Rec'd Nov 1st 1839 Nov 6th Rec'd $49,00
April 4th 1838 Levied upon one fine stone
Mappin and Westcott to sell on ye 18th
April 14th 1838 Money made in full
R Clark Sheriff

Union Com. Pleas

Franklin Bank of Col
3
vs. Ni fa
Hezekiah Bates et als

Judge - - -	$105,85
Costs	7 11½
Writ	35
	$113,31½

Filed Apr 14th 1838
James 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 goods and chattles in your bailiwick of Hezekiah Bates Peyton B. Smith and Alexander Pollock the sum of $112.96¼ which by the Judgment of our Court of Com. Pleas within and for the County of Union at the Oct Term thereof 1837 The President Directors and Company of the Franklin Bank of Columbus recovered against the said Bates Smith and Pollock with Interest thereon from Oct 30 1837 until paid 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 Bates Smith and Pollock and have that money before our Court of Common Pleas on the first day of their next Term to render unto the said President Directors and Co of the Franklin Bank of Columbus and have then there this Writ

Witness James H. Gill Clerk of the Court of Com. Pleas within and for said County of Union this 20th day of Oct 1837

James H. Gill

Civil/Domestic Case File

Case No. 1837-CV-0054

No. 37-CV-54

Union Common Pleas Court.

Corneleas Mershon
Plaintiff,

AGAINST

James Pustles
Defendant.

JUL TERM, 1837.

JUD'G VS PLAINT'F
$77 50

Journal 2 Page 46

Record No. 3 Page 159

Ex. Doc. 1 Page 131

Union Common Pleas

James Potter
vs } Trespass in
} Replevin
Cornelius Cherbere

Filed Oct 4th 1839
Jas. H. Gere Clerk

C M Bloomin Atty

~~[illegible]~~ Union Common Pleas 1837

James Postles
vs
Cornelius Gershon } Replevin for one Iron Grey Mare of the Value of $60.00 Damage $80.00

} Issue a Writ of Replevin for the Grey Mare as has described in the Settlement Terms

9th October 1837

James D. Gill Clk

Moses B. Cannon
Atty for the Plaintiff

The State of Ohio
Union County } ss

Personally appeared before me the subscriber a justice of the Peace for the County aforesaid the above named Plaintiff James Postles & made oath that he has good right to the Possession of the Iron Grey Mare described in the above Principle & that the said Iron Grey Mare is now wrongfully detained by the Defendant Cornelius Gershon & that the said Mare was not taken in Execution or on any Judgment against the said Plaintiff nor for the Payment of any Tax Fine or amercement assessed against him the said Plaintiff nor by virtue of any Writ of Replevin or any other mesne or final process whatever issued against the said Plaintiff

James his mark Postles

Sworn to and subscribed before me this 4 Day of Oct 1837 James Lowe Esq a justice of the Peace

Filed June 20. 1838 James Poole

James H. Lee Clk vs Notice

Cornelius Mershon

Union County Common Pleas 1858

James Pattle

vs } Replevin

Caroline Gleason

The Defendant or William G Lawrence his Attorney will take notice that the Plaintiff will proceed to take the Deposition of Eli Williams Jackson Williams William Pattle & Alson Friend & others before Israel Bates Esquire a justice of the Peace for Deer Creek Township in Madison County at his office in said Township on the 9th day of June next between the hours of 8 o'clock A.M. & 6 o'clock P.M. of said day to be used in Evidence on the part of the Plaintiff on the trial of the above cause

16th May 1858

Moses Bloomin Atty for Plff

Union Common Pleas

James Postle

vs } Deed in replevin

Cornelius Cleveland

Filed April 20, 1838

James H. Gill Clk

C. U. Bascom Atty

Filed May 11. 1838

James H. Gill Clk

The State of Ohio Union County Court of Common Pleas of the term of April in the year of our Lord Eighteen hundred & thirty Eight

Union County }

James Bostle complains of Cornelius Mershon in a Plea of Replevin for that the said James Bostle on the first day of October in the year of our Lord Eighteen hundred & thirty seven at Union County aforesaid was possessed of certain goods & chattles of the said James Bostle to wit one bran gray mare to him delivered to the said James Bostle when he the said Cornelius Mershon should be thereto afterwards requested yet the said Cornelius Mershon though requested so to do has not delivered the said goods & chattles nor any part thereof to the said James Bostle and so the said Cornelius Mershon wrongfully detains the same from the said James Bostle to his Damage Eighty Dollars & therefore he sues &c

Adams & Carmichael Pltffs Atty

Cornelius Mershon }
James Bostle } Ac Trespass 1838 Union Com Pleas

And the said Cornelius Mershon comes and defends &c and says that he does not wrongfully detain the goods and chattels specified in the declaration or any part thereof in manner and form as therein alleged and of this he puts himself upon the Country and the Plf doth the like

W C Lawrence for Dft

Take notice Mr Corwin Dft on the trial of this case will prove property in the said mare to be in himself and not in your Client the Apostle James

W C Lawrence Atty for Dft

Filed June 20. 1838
James H. Gill Clk

Bill of Cost

4 Witnesses — —	$2.00
" Subpoenas for — 4 —	.24
" Swearing Witnesses 4 —	.16
4 Depositions — —	1.00
	$3.40

J. Postles
v
C Meerhom
Praecipe for
Fi Fac

Filed
August 4 1838

James Postles
v
Cornelius Meacham } In Replevin
Berrien Common Pleas Aug Term

~~tion Fi Fa~~ The Clerk will issue an Execution Fi Fa in the above case against the Plaintiff for the amount & costs

August 4th 1838

P B Cole atty
for Deft

Union Com pleas

James Postell

vs

Replevin

Cornelius Mershaw

Summons	35
Inquiff	100
Appraiser	1 50
Mil	05
	$2 90

Filed oct 4 1837

Jas H. Pickett

Now by leave and by Dishonesty to Defendant a certified copy of and by statutory and specifying and demanding and claiming to Plaintiff and Defendant in the case October 1837 Copy Attest Thos Pickett

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 James Postles one dark Iron Gray mare which Cornelius Mershon wrongfully detains from the said Jas. Postles as is said and also that you summon the said Cornelius Mershon to appear at the next Term of this Court to be held within and for the County of Union to answer unto the said James Postles for the unlawful detention of said Property Damages $80,00 and have then there this writ. ~~Oct 4th 1837~~

~~Witness~~ ~~Jas H. Gill Clerk~~
Witness James H. Gill Clerk of the Court of Common Pleas in & for the said County this fourth day of October A.D. 1837.
Jas H. Gill

Union Common Pleas

Cornelius Mershon
adv } Fi Fa
Jamd Pettes

Judgt dms $ 77.50
Costs 21.86 ½
$99.36 ½
writ 35
$99.71 ½

Serv — 35
Mil — 50
$1.85

Filed Oct 26. 1838
Ths. H. Gill Clk

Filed August 8th 1838 Received to trial
for Defendants costs
Th. 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 13th day of July A. D. 1835

Cornelius Mershon

recovered against James Pattes

as well the sum of Seventy seven dollars and Fifty cents, for his damages, as the sum of $21.86¼ for his 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 James Pattes

you cause to be made the damages and costs aforesaid, with interest thereon from the thirteenth day of July A. D. 1835, 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 Cornelius Mershon

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 16th
day of August A. D. 1835

Attest: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1837-CV-0055

No. 37-CU-55

Union Common Pleas Court.

N. Lupenard & Co
Plaintiff,

AGAINST

Samuel Sneedley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$13-14

354

Journal 1 Page 354

Record No. 3 Page 84

Ex. Doc. 1 Page 358

N. Chapman & Co
vs
Samuel Smedley

Declaration

Filed Oct 24th 1837
Jas. H. Lien Clk

13 Trust

15.14½

State of Ohio } Union Common Pleas Lent Term 1837
Union County } ss

Norman Chipman
Oliver C Kenney
Aaron Mellhee
vs
Same Same

in assumpsit Damages Twenty dollars

Norman Chipman & Oliver C Kenney & Aaron Mellhee trading under the firm of N. Chipman & Co. Complain of Saml Smedley in a plea of assumpsit for that whereas the Defendant on the first day of Sept A D 1837 was indebted to the plaintiff in the sum of twenty dollars at the County of Union for the price & value of divers goods wares Chattels & Merchandise then & there sold & delivered by the plaintiffs to the defendant at his request

And being so indebted the defendant in consideration of the premises then & there promised to pay the plaintiffs the said sum of money when there unto afterwards he should be requested

Though afterwards requested the defendant has not paid the said sum of money nor any part thereof to the damage of the plaintiff twenty dollars & therefore upon the suit &c

By W C Lawrence their atty

N. Chipman &c
acct (vs)
Samuel Smedley
$15,144½

Filed Oct 4th 1837
Jas. W. Gill Clerk

Personally appeared before me a Justice of the Peace in and for Illinois County Nathan Chipman and made solemn oath that the within account is just and true

Nathan Chipman

Samuel Smedley To N. Chipman & Co

May 14th 1835	To paid for Temperance paper 1 year		.3½
June 3	"	" ¼ lb powder	.12½
" 18	"	" Life of Daniel Boon	.56¼
August 24	"	" James forrest & trimmings	1.25
Sept. 7th	"	" 2 Baskets Oats 20	.40
Oct. 14	"	" 8½ lb Bees Wax @ 18¾	1.59
" 31	"	" 1 qt Bar	.12½
Nov 10	"	" 40 Nails @ 2cv	.80
Dec 28	"	" 3 Lights 10 By 12 glass @ 8⅓	25
Jany 21	1836	1 Almanac	6¼
May 20	"	1⅓ yds Worsted Girting	3½
		½ lb Shot	6¼
July 16	"	1 Pitchfork	62½
" 25	"	3.6 oz Shop Iron	41¼
" 28	"	1 Bottle Whiskey	18¾
August 1	"	2 qts Whiskey	25
" 2	"	1⅛ galon Whiskey	18¾
" 2	"	1 qt Whiskey	12½
" 4	"	1 Bottle Whiskey	18¾
" 8	"	1⅛ galon Whiskey	18¾
" 11	"	½ galon Whiskey	25
" 12	"	Cash Sent	3.00
Postage on Philadelphia Album 2 years			1.50
"	"	Temperance Advocate	12½
"		Philadelphia Saturday Courier	1.50
		Ohio State Journal One year	.64
			$15.14½

Civil/Domestic Case File
Case No. 1837-CV-0056

No. 37-CV-56

Union Common Pleas Court.

Joseph Meadhead
Plaintiff,

AGAINST

Samuel Smedley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT

$50 00

Journal 1 Page 358

Record No. No Record. Page

Ex. Doc. Page

Joseph Meacham
vs
Saml Smedley

Declaration

Ins 53 $

Filed Oct 5th 1834
Jos H. Lindeth

State of Ohio)
Union County ss)

Union Com Pleas June term 1857

Joseph McCleary Complains of Samuel Smedley in a plea of assumpsit for that whereas the said Samuel Smedley on the 6th day of April in the year one thousand eight hundred and thirty six made his Promissory note in writing and delivered the said Promissory note to one John R Miller with the said Plaintiff security ~~on the same and~~ for the sum of fifty ~~to~~ and then and there and thereby Promised to pay the said John R, on or before the twentieth day of September next, meaning the next time after which period has long since elapsed yet the said Samuel Smed disregarding his said Promises hath not paid the said sum nor any part thereof but hitherto has wholly Refused and the Plaintiff thereby became liable to pay the same and has so paid the said note wherefore he says he is injured and has suffered damage to the amt of fifty three dollars and therefor he sues

W. Lawrence
atty for Plff

Saml Smedley's Note
to Jno R Miller
$50.00

I hereby ~~assign the within note to~~
Mr ~~Fowling for value this 19th day of March 1837~~
Recd of Joseph Meechan ~~John R Miller~~
as security the within Note in full
J. R. Miller

$50

Fairfordd April the 1836

on the twenty eight of September next we or
either of us promise to pay John C Miller fifty
dollars for value receive
with interest

Samuel Smedley
Joseph Heatham

Civil/Domestic Case File

Case No. 1837-CV-0057

No. 37-CV-57

Union Common Pleas Court.

Chancelor Hall
Plaintiff,

AGAINST

Samuel Smedley
Defendant.

OCT TERM. 1837

JUDGMENT VS DEFENDANT
$1/2 ed

Journal 1 Page 356

Record No. Page

No Record.

Ex. Doc. Page

Chandler Wall

v

Samuel Smedley

Filed Oct 5th 1837

Jno O. Gill Clerk

Personally appeared before me Polly Monroe
and being duly sworn according to Law say that
She for Okendale Hale delivered to Samuel
Smedley Twelve dollars which I was ordered to
loan said Smedley of the money of said
Okendale Hale. Smedley got the money of me
about the 25th day of July in
the year 1836
Attest David Burnham

her
Polly X Monroe
mark

Sworn to and subscribed before me
this 4th day of October in the year 1837

David Burnham

Sam Snively

Decision

$12,00

Filed oct 8th 1837

Jno O. Gill

Clerk

Samuel Smedly Dr To Chandler, Dale

August 1836 to twelve days Board money $12,00

Chandler Hall
vs
Samuel Smedley

Declaration

Filed Oct 5th 1837
Ja^s H. Lee Clerk

State of Ohio } Union Common Pleas June Term 1837
Union County }

Chandler Hale
vs
Samuel Smaley } in assumpsit Damages Twelve dollars

Chandler Hale complains of Samuel Smaley in a plea of assumpsit for that whereas the said Samuel Smaley on the first day of august in the year one thousand eight hundred & thirty six at the County aforesaid was indebted to the plaintiff in the sum of twelve dollars for money then & there lent by the plaintiff to the defendant at his request and being so indebted the defendant then & there in consideration of the premises promised to pay the said sum of money to the plaintiff when thereunto afterwards he should be requested Though afterwards the defendant has not paid the said sum of money nor any part thereof to the damage of the plaintiff twelve dollars & thereupon he sues &c

By W B Lawrence
his atty

Civil/Domestic Case File

Case No. 1837-CV-0058

No. 37-CV-58

Union Common Pleas Court.

Henry Starr
Plaintiff,

AGAINST

Merill Royce et al,
Defendant.

JUL TERM, 1838

JUDGMENT VS DEFENDANT
$159 71

Journal 2 Page 28

Record No. 13 Page 165

Ex. Doc. 1 Page 144

Henry Stann

v.

Merrill Rowe et als.

Filed Dec 1st 1837

James H. Gill Clerk

Henry Starr
vs
Merrile Royce
John Turner &
James Turner

In Assumpsit Damages
$200.00

Issue Summons returnable
next Term

Endorse Suit for on a note of hand
given by Defts to Pltff for $157.00 due nine
months after date Dated Oct 31st 1836.

To the Clerk Union
Common Pleas

A Hall Pltfs. Atty

Henry Starr
vs } Decl
Merritt Royce
John Turner &
James Turner

Filed Apl 20th
1838
James H. Gieck Clk

Note — $151
Interest 8.71
Cost bill made 159.71

JUL TERM. 183[illegible]

Walker Pltff

Henry Starr
vs
Merrile Royce
John Horne &
James Horne

In Union Common Pleas
April Term AD 1838

Henry Starr Complaining of Merrile Royce John Horne & Jamy Horne in a plea of Assumpsit for that whereas the said Defendants on the 31st day of October AD 1836 at Marysville made their promissory note in writing and delivered the same to the said Henry Starr whereby they promised jointly & severally to pay the said Henry Starr or Bearer the sum of one hundred & fifty one dollars nine months after date. which period has now elapsed and the said Defendants then & there in consideration of the premises promised to pay the amount of said note to the said Henry Starr according to the true intent & meaning thereof —
Yet the said Defts have disregarded their promise & have not paid the said sum of money or any part thereof to the damage of the said Henry Starr Two hundred dollars therefore he brings his suit

A Hale Atty
for Plff

Union Com. Pleas

Henry Stair

v.

Merrill Royce

Filed April 18. 1838

James H. Gill Clk

Debt	7,417
Costs	37½
Serv.	75
	7,417

Suit brought on a note of hand given by defts to Plfs for $151.00 due nine months after date dated Oct 31 1836

A. Hale Plfs Atty

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Merrill Price
John Turner and James Turner to appear
before our Court of Common Pleas within and
for the County of Union on the first day of
their next term to answer unto Henry Starr in a plea
of a pumpsit Damages $200.00 and have you then there
this writ

Witness James H. Gill Clerk of the Court of
Common Pleas within and for said County. This 1st day
of Dec 1837

James H. Gill

15772

Merrill
Rogers
[illegible]

$57.00

Filed July 11. 1838
Jas H Gillett

$151.00 For value Received we Jointly & Severally promise to Pay Henry Starr or bearer One Hundred and fifty one Dollars Nine Months after Date without Defalcation Marysville Oct 31st 1836

Elerile Reyer

John Lemmon

James Lemmon

Union Cond. Pleas

Henry Starr
vs } Fi Fa
Merrill Rogers
John Turner &
James Turner

Judgt Damd. 159.11
Costs 9.00
This writ .41
$169.12

Ser — 75
Mil — 5
Levy — 35
Bond — 40
$1,65
.41

Filed July 13 1839
J H Gitt Clk

2.06

Rec'd July 10th 1839
Paid 1/2 principal to Levy upon one Roman
July 11th principal & costs
Money. not called for market of time
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 13th day of July A. D. 1838 Henry Starr recovered against Merrill Royce John Turner & James Turner as well the sum of one hundred and fifty nine dollars and seventy one cents, for his damages, as the sum of $ 9.00 for his 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 Merrill Royce John Turner & James Turner you cause to be made the damages and costs aforesaid, with interest thereon from the 13th day of July A. D. 1838, until paid. Also the sum of $ 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 Henry Starr Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Cour at the Court-House aforesaid, this 9th day of July A. D. 1839

ATTEST: James H. Gill Clerk.

Union Court Pleas

Henry Starr

vs } No. 3

Merril Royce
John Turner &
James Turner

Damages $159.71
costs 2.00
Increase 4.22½
writ .35

Levy — 75
Merril — 5
80

No goods or chattels
lands or tenements
found whereon to levy

J. S. Ward

Filed Oct 6. 1846
Jas H. Gillelt 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 13 day of July A. D. 1838 Henry Starr recovered against Merrill Rogers John Turner & James Turner as well the sum of one hundred and fifty nine dollars and seventy one cents, for his damages, as the sum of $9.00 for his 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 Merrill Rogers John Turner & James Turner as heretofore you cause to be made the damages and costs aforesaid, with interest thereon from the 13th day of July A. D. 1838, until paid. Also the sum of $6.12½ 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 Henry Starr Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Cou
at the Court-House aforesaid, this 3d
day of August A. D. 1840

ATTEST: James H. Gill Clerk.

Union Com. Pleas

Henry Starr
vs

Merrill Royce
Wm Turner &
James Turner

Judgt	$159..71
Costs	9..00
Increase	2..06
	..35

Serv	75
Adv	1,87½
Mil	10
	$2,72½

Filed Oct 28. 1839
James H. Gill Clerk

165
2,72½
80
5,17½

2,72½
.35
80
.35
1.65
.41
$6.28½

Filed July 5th 1839
Came Dist. Attorney to the Clerk and the defendant property to the Sheriff of Summit County to be levied on the property of D. Summers and to be returned by S. Hall Attorney for Plff

Clerk Thurs

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 13th day of July A. D. 1838 Henry Starr recovered against Merrill Royce John Turner & James Turner as well the sum of one hundred & fifty nine dollars and seventy one cents, for his damages, as the sum of $ 9.00 for his 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 Merrill Royce John Turner & James Turner which you hold by virtue of a former levy in this case & which are unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 13th day of July A. D. 1838, until paid. Also the sum of $ 2.01 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 Henry Starr Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Co[illegible]

at the Court-House aforesaid, this 17th

day of July A. D. 1839

ATTEST: James H. Gill Clerk

Union Common Pleas

Henry Starr
vs
Merill Royce et als

Damas	$159..71
costs	9..00
mit	35
	~~$169.63~~
	169..06
Serv —	75
Mil —	5
	80

Filed Apl 22. 1839

James H. Lee clk

Rec'd Dec 5th 1838

no property found within
the county

C. Chittenden

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 13th day of July A. D. 1838 Henry Starr — — — recovered against Merrill Royce John Turner & James Turner — — as well the sum of one hundred fifty nine — — dollars and seventy one cents, for his damages, as the sum of $9.00 for his 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 Defendants — you cause to be made the damages and costs aforesaid, with interest thereon from the 13th day of July A. D. 1838, 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 Henry Starr

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 5th day of December A. D. 1838

Attest: Jas. H. Gill Clerk.

Money made in full without levying
on any other property belonging to defendant
to satisfy the within execution

A. F. Stedman
Sheriff M C O

Sheriff's fees on the within 5-12
Public sale of property levied on
Returns A. F. Stedman
Sheriff

See

Union Com. Pleas

Henry Starr
vs } 39
Merrill Royce } page 65

damages $159.71
costs 8.00
Increase 8.30
Writ 35

177 37
inst 30 14
Sheriff's fees 5 12
172.65

206.45

Received this writ
July the 17th 1841
A. F. Stedman
Sheriff M C O

See page 25

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 13th day of July A. D., 1838 Henry Starr

recovered against Merrill Royce John Tuma & James Tuma

as well the sum of one hundred and fifty nine dollars and Seventy one cents, for his damages, as the sum of $9.00 for his 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 Merrill Royce which you hold by virtue of a levy made but which has not been sold as you have certified to our Court

you cause to be made the damages and costs aforesaid, with interest thereon from the 13 day of July A. D., 1838, until paid. Also, the sum of $8.31 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 Starr

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 8th day of July A. D., 1841

Attest: James H. Gill CLERK.

Union Common Pleas

Henry Starr
vs } No 39

Merrill Royce et al's

damages	$157.71
Costs	9.00
Increase	6.28
Writ	.41

Postage paid 12c

Filed July 8 1841
James H Ewell

Received the execution Feb the 16th 1841 of H. Stillman
Sheriff M. C.

The State of Ohio } Levy March the 1841 on
Morrow County ss } Shutes Chance Royce

The following goods & chattels Levied to wit forty acres (49) wheelbarrows Fifty three (53) shovels Thirty eight (38) corn forks fourteen pruning hooks & one Cutter Blower Seized & Property was not Sufficient to satisfy the execution & costs & Costs

no return Levies forward H. H. Stillman
Sheriff M. C.

Levy 35-
Fees 25
Retaking 20
Advertising 20
75

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the thirteenth day of July A. D., 1838 Henry Starr

recovered against Merrill Royce John Turner & James Turner

as well the sum of one hundred and fifty nine dollars and seventy one cents, for his damages, as the sum of $9.00 for his 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 Merrill Royce John Turner & James Turner

you cause to be made the damages and costs aforesaid, with interest thereon from the thirteenth day of July A. D., 1838, until paid. Also, the sum of $6.28 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 Henry Starr

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 thirteenth day of May, A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

Henry Starr
vs
Merrill Royce
Filed Aug 3d 1840
Jas. H. Lee Clerk

Henry Starr

v

Merrill Royce
John Terrell
James Ware

Judgt in Union Com Pleas

The Clerk will issue Execution
Fi Fa. to the Coroner of Union Co

To J. H. Gile Clk.
of Sd Court

A. Hall Atty
for Plff