Civil/Domestic Case File
Case No. 1838-CV-0001

No. 38-CV-1

Union Common Pleas Court.

John D Pollock
Plaintiff,

AGAINST

William Sharp,
Defendant.

JUL TERM 1838

JUD'G VS PLAINT'F

Journal 2 Page 33

Record No. 3 Page 156

Ex. Doc. 1 Page 128

John D. Packard
vs
Wm. Sharp

praecipe

Replevin

Filed Jany. 1st 1838

Jos. H. Rice Clk

John D. Pollock }
vs } in Replevin Damages
William Thorp } Thirty ~~Dollars~~

Issue a writ of Replevin for the following goods & chattles to wit one George Commany called a Pig

To the clerk union Common pleas

January 1. 1858

P B Cole
atty for Plff

The above named John D Pollock makes oath that he has good right to the possession of the goods & chattles decribed in the above praecipe and that the are wrongfully detained by the said ~~John D Pollock~~ Wm Thorp and that the said goods were not taken in execution on any judgement against the said John D. Pollock nor for the payment of any tax fine or amercement nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff. Jan 1. 1858 John D Pollock

sworn to

Sworned to and subscribed before me this 1 Day of January 1858

James Lewis Justice of Peace

Received Jany 1st 1838 and served on the same day by replevying a certain two wheel carriage commonly called a gig found in the possession of Alex Sharp and delivering the same to John D Wallace after appraising the same by the oaths of David Sprague Hezekiah Bates & Joseph Mullin at $900 Dollars and also taking Bond of the said J D Wallace and delivering a certified copy to Alex Sharp

R Clark Sheriff

Union Com. Pleas

Alex D. Wallace

v

William Sharp

Writ of replevin

Serv	35
Mil	5
Cert Sprague	100
Copy	25
Bond	50
Appraisers fee	150
	$3.55

R Clark Sheriff

Filed Jany 1st 1838

Amos Wilcox Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that without delay you cause to be replevied unto John D. Pollock the following goods and chattles to wit one carriage commonly called a gig which William Sharp wrongfully detains from the John D. Pollock as is said. and also that you summon the said William Sharp 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 John D. Pollock for the unlawful detention of the goods and chattles aforesaid Damages Thirty — Dollars 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 1st day of January A D 1838

James H. Gill

Union Common Pleas

Urbana Bank

vs

Christian Coul
Stephen McLain
Cyprian Lee

Summons

Served by Delivering
a Certified Copy
April 18th 1838
R Clark Sheriff

Serv	75
3 Copys	37½
Mil	80
	1,92½

Filed April 18th 1838
James H. Gill Clk
Recorder

Suit on note of 80 Dolls due Feby 24. June 1837
John K. Samd. atty

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Christian Goul, Stephen McSain and Cyprian Lee to appear before our Court of Common Pleas of the County aforesaid at the Courthouse in said County on the first day of their next Term to answer unto the President & Directors of the Urbana Banking Co. in a plea of the Case Damages $100. 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 30th day of March A.D. 1838

James H. Gill Clerk

Nelson Beach

v. } Case

Christian Goulsotter

Decl.

Filed June 16. 1838

James H. Greeble

Cost bill made

The State of Ohio }
Union County ss. }

In the Common Pleas of Apl T. 1838.

The President & Directors of the Urbana Banking Company by their attorney John B Lane complain of Christian Geal, Stephen McLain & Cyprian Lee. in an action of assumpsit for that whereas the said defendants on the first day of January 1838 at the county af, were indebted to the plaintiffs in the sum of one hundred Dollars for so much money had and received and being so indebted they then & there indebted undertook & promised the plaintiffs to pay them the said sum of money when thereto requested, and altho the same has been often demanded it is yet unpaid to damage of plaintiffs one hundred Dollars for which they sue &c.

John B Lane, atty

John D Pollock
vs
William Sharp

Declaration } in Replevin
Filed May 7th 1838

James H Gill Clk

Post bill made

Recorded

State of Ohio }
Union County } ss

Court of Common pleas April Term A D 1838

John D Pollock complains of William Sharp in a plea of Replevin for that the said William on the first day of January A D 1838 at the county aforesaid was possessed of certain goods & chattels of the said John D Pollock to wit one carriage commonly called a gig to be delivered to the said John D Pollock when he the said William Sharp should be thereto afterwards requested yet the said William though requested so to do has not delivered the said ~~gig~~ goods & chattels nor any part thereof to the said John D Pollock and so the said William Sharp wrongfully detains the same from the said John D Pollock to his damage Thirty dollars and therefore he sues &c

by P B Cole his attorney

Wm Sharp }
John D Pollock } Union Com Pleas April Term 1838 in Replevin

And the said William Sharp comes and defends &c and says and says that he does not ~~wrongfully detain~~ the goods and chattels mentioned in the declaration or any part thereof in manner and form as there is alleged and of this he puts himself upon the country and the said Plaintiff doth the like

L B Lawrence
atty for Deft

In this cause on trial plaintiff will notice that defendant will prove and give in evidence that the said gig if held by deft was held in pledge as the property of one ~~[illegible]~~ Burton Bligard whose in fact it is in security for the payment of a debt due Deft from from said Bligard and in consequence of the failure to redeem to same to Comm of Defts

Praecipe

J. P. Pollock
vs
Wm Thorp

Filed June 29 1838
James H Guillebe

John L Pollock vs William Thorp } Union Com pleas April Term 1838
In Replevin

The clerk will issue subpoenas for Moses Royce Daniel Williams Matthew N Williams & Rolland Lee ~~—~~ witnesses in the above cause on the part of the plaintiff

June 23th 1838

P B Cole atty for plaintiff

Union Com. Pleas

John D. Pollock

vs } Subpoena

William Shook

Served by Reading
July 18th 1838
R Clark Sheriff

Serv ——— 50
Mil. ——— 5
55

Filed July 11. 1838
Dan'l H. Gill Clk.

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Merrit Royce Daniel Williams Matthew Williams & Florlana Lee

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 John L. Pollock in a certain matter in controversy in our said Court depending: wherein said John L. Pollock is plaintiff, and William Thorp 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* second *day of* July *A. D.* 183 8

James H. Gill *Clerk.*

Union Common Pleas

John D. Pollock
v. Fi. Fa.
William Sharpe

Dam	$8.00
costs	26.35
Mit	.35
	$34.70

Serv	35
Mit	50
Poundage	50
	135

Filed Oct 26. 1838

Jas H Gill Clerk

Rec'd July 18th 1838
Sept 19th Rec'd $25.00
in more money than
R O 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 13th day of July A. D. 1838 William Sharp

recovered against John D. Pollock

as well the sum of Eight dollars and cents, for his damages, as the sum of $ 26.35 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 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 William Sharp

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 July A. D. 1838

Attest: James H. Gill Clerk.

Union Common Pleas.

John D. Pollock
vs.
William Sharp.

Damages,	$8.00
Costs	26.35
Increase,	1.70
Writ,	0.41
	$36.46
Cr. Sept. 19, 1838.	25.00
	$11.46

Stayed by R. Clark to whom the above amt principally belongs Nov 8. 1842 N W Steele Sheff

Sew	35
Mile	05
	40

Filed Nov 8. 1842
John Capil Clk Pltff

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 13th day of July — A. D., 1838,

William Sharp

recovered against John D. Pollock

as well the sum of Eight ——— dollars and ——— cents, for his ——— damages, as the sum of $ 26,35 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 13th ——— day of July ——— A. D., 1838, until paid. Also, the sum of $ 1. 70 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

William Sharp.

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.

John D. Pollock
vs.
William Sharp.

Damages,	$8.00
Costs,	26.35
Increase,	2.51
Mit,	0.41
	$37.27
Cr. Sep. 19, 1838,	25.00
	$12.27

Recd this writ Decr 29. 1843.
Made levy to apply on this Ex,
and another, in favor of Jas
Sutton also J. Hoodo Recd
in full as witness,
Apl 15. 1843 W W Steele Sheff

Serv	35
Mile	5

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 13th day of July, A. D., 1838, William Sharp,

recovered against John D. Pollock

as well the sum of Eight . . . . . dollars ~~and~~ ~~cents~~, for his - - - damages, as the sum of $ 26. 35 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 13th — day of July, — A. D., 1838. until paid. Also, the sum of $ 2.51 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 William Sharp,

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

John Cassil,

WITNESS ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 29th day of December, A. D., 1842.

Attest: John Cassil, CLERK.

Marysville August 8th 1858

Received of John D. Hollowes fifty cents in full of my fees as an appraiser of a Gig then being in dispute between said Hollowes & Wm Thorp

Hezekiah Bates

Marysville August 8th 1838

Received of John D Pollock fifty cents in full of my fees as an appraiser of a Gig then being in dispute between said Pollock & Wm Thorpe

David Sprague

September the 12 - 1838

Recieved of John D Pollock
Esq. fees in full in a Suit
Betwixt Jno D Pollock and
Shadrach Joseph Mullen

Union Common Pleas

Recd of G D Polk three Dollars ~~and fifty~~

~~Cents~~ in the Case of Polk vs Thatcher in

Replevin Case of Gaff R Clark Sheriff

Nov 19th 1838

J D Polk

vs

William Thap

Replevin .. Judgt vs Pltff July Term 1838

The Clerk will issue Fi Fa ..

Hall & Lawson

for Deft

Le J H Ellis

John D. Pollock
vs.
William Sharp.

Recipe for Execution.

Filed Sept. 26, 1842.
John Carr,
Clerk pro tem.

John D Pallack } Union Com, Pleas
vs } in Replevin
Mm Sharpe

Clerk will issue Execution forthwith in the above case for my Costs as Sheriff

Sept 24th 1842 R Clark

Civil/Domestic Case File

Case No. 1838-CV-0002

Civil/Domestic Case

1838-CV-0002

located with

Supreme Court Case

1839-SC-0009

Civil/Domestic Case File

Case No. 1838-CV-0003

Civil/Domestic Case File

Case No. 1838-CV-0004

1

No. 38-CW-4

Union Common Pleas Court.

Jacob Lennett
Plaintiff,

AGAINST

A S Alden
Defendant.

OCT TERM. 1833

JUDGMENT VS DEFENDANT
$98.62

Journal 2 Page 61
Record No. 3 Page 185
Ex. Doc. 1 Page 147

Union Com. Pleas

Jacob Sennett

vs

Andrew J. Alden

Transcript

Filed April 5th 1838

James H. Gill Clk

Jacob Sennet
vs
Andrew S Alden

Suit Brought on account for 99.62½ for work and labor and sundre articles as per bill of particulars filed

Plaintiffs Costs

docket entry .25
summons .12½
Supoena for ~~four~~ witnesses 25
certificates and supoenas summons 1,50
swearing four witnesses 16
2,28½

March 16th 1838 on application of the plaintiff summons issued and directed to Elias Hartley Const. for the appearance of the defendant on the 22d day of March 1838 ~~March 22 1838~~ at one O'clock P M supoena issued for John Cassil John McDowel Almond B Brooks and David King to appear one 22d day of March 1838

defendants Costs

swearing one witness .4

March 22 1838 Summons and supoenas returned duly served by reading fees on the summons 30cts fees on the supoenas 120

Witnesses fees

four witnesses 2,00

whole amount of Costs 4,32½

The parties appeared and John Cassil John McDowel and almond B Brooks were sworn and examined as witnesses for the plaintiff and trial had and I do find the plaintiffs claim in the premises to be ——— $99.02½

Transcript 34 and the defendants claim to be 165.63

bail bond 25 Leaving a balance due the 73.39½

plaintiff of of the sum of seventy three dollars and thirty nine½ cents

It is therefore considered by me that the plaintiff recover of the defendant the sum of seventy three dollars and thirty nine½ cents and his costs of suit taxed at four dollars and twenty eight cents ::

State of Ohio Union County and Union 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

Andrew Reyes Justice of the peace of the aforesaid township

In the action of Jacob Sennet against Andrew S Alden I William Gabriel Junr acknowledge myself bail for the appelant in the sum of one hundred dollars thirty five to be levied of my goods Chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of Common Pleas

Taken signed and acknowledged Wm Gabriel Jun
on this 28th day of March in the year 1838
before me Andrew Reyes J P

Credit by work from the 10th of April
to the 25th of august last time excepted
Sep 25th 6 days work

Judgment rendered on the within account
this 12d day of March 1838 A Reyes J P

Samuel
A Allen
Filed Mar 13th 1838
Daniel C. Gilchrist

April 21st 1837

Josiah Bennett To Ashael Alden Dr

21	To cash 1,50 To cash 10 cents +	1,60
may	20 To cash 30,00 July 5th To cash 15,00 +	45.00
	22 To cash 3,00 Tobacco 50 do 17 +	3.67
	23rd To cash 50. 28th To cash 8,00 +	8 50
July	5th To cash 1,50. 29th To cash 1,50 +	3 00
August	5th To cash 2,08, 6th To cash 30,00 +	32 08
	10th To cash 3,76 To cash pr Goodding 11,75 +	15.21
	To cash p. Reynold 7,00 To cash Lockwood 1 0 +	5,00
	To 15 lbs lard 1,65 To sugar 68 cents +	2 33
	14th To cash pr Goodding 6 36 + 0	6 36
	16th To cash 6,50 21st To cash 3,00 +	9,50
	To cash 2,00 oct 4th 2,00 +	4,00
	9th To cash 8,75 To cash 4,50 +	13.25
	To cash p. Roberson 6,80, To cash 2,50	9.30
Feb	20th To cash 3,56	3 56
	To bill rendered by Phinemore	185 67½
	To one pair shoes 2,00 ~~cash~~	2 00
	To one pair serp 25 one dome 12½	37½
	To extra expence occasioned by George	9.00

Did you pay Lockwood 1 dollar for lumber? yes sir

192.31¾

Union Com Pleas

A. S. Alden

ads

Noah Sennit

Ser ——— 82½

Mil ——— 40

1.22½

Filed Oct. 25. 1838

Wm. H. Gillett

Served by Reading

R Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon George King

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 A. S. Alden in a certain matter in controversy in our said Court depending: wherein Jacob Sennit is plaintiff, and A. S. Alden is defendant. And this he 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* 15th *day of* Oct *A. D.* 183 8

Jas H. Gill *Clerk.*

Union Com Pleas

A. S. Alden

adv

Jacob Sennit

Filed April 17th 1838

James H. Geddes

March 22 1838

Judgment Rendered on the within account by me Andrew Reyes J.P.

April 10 th 1897

Job Sennett To A. S. Alden Dr

To damages by 17 head of hogs in oats	
To pasturing colt & calf 3 months	1,50
To pasturing 2 horses 2 months	3,00
To pasturing one cow 5 months	1 87½
To feeding Do 5 months on corn oats and hay	3,75
To horse team 2 days for corn	2,00
To horse hire for moody	
To horse hire for Spain	
To waggon and oxen for potatoes	1,50
To waggon and oxen to Sodom to Capil	1,50
To team work for Mrs Gabril	1,00
To 4 bushel of corn at 50 cent p bushel x	2,00
To 5 stocks of corn 1½ to the shock x 1,25	1 87½
To corn used in the field	1,50
To house rent and firewood 10 months	20,00
To feeding calf 5 months	1,25

Union Com. Pleas

Jacob Sennit
vs
Andrew G. Alden

Filed July 10. 1838
James H. Gee Clerk

Served by Reading
to J Cassil & J
McDaniel and by
Copy upon
Brooks
R Clark Sheriff

Ser	37½
Mil	90
Copy	15
	1,42½

Cost bill made

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John Cassie John McDowell and Brooks to appear before our Court of Common Pleas in and for said County at the Court House in said County on the 13th day of July next to testify and the truth to say in a certain matter in said Court pending wherein Jacob Linn is Plaintiff and Andrew B. Alan 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. Gill Clerk of our said Court at the Court House aforesaid this 22. day of June 1838

James H. Gill Clerk

Jacob Lemmit
vs
A J Alden

Declaration

Filed April 26
1838
James H. Gill Clk

State of Ohio
Union County ss

Union Common Pleas April term 1838.

Jacob Sennit
vs
Andrew S Alden

This cause comes in to Court on an appeal from the docket of a Justice of the peace of said County and thereupon the said Jacob Sennit Complains of the said Andrew S Alden in a plea of assumpsit For that whereas the said Andrew S. Alden on the first day of March in the year one thousand eight hundred and thirty eight at the County of Union aforesaid was indebted to the said plaintiff in the sum of ninety dollars for the price and value of Goods then and there bargained and sold by the plaintiff to the defendant at his request

And in the Sum of Ninety dollars then and there sold and delivered by the plaintiff to the Defendant at his request

And in the Sum of Ninety dollars for the price and value of work then in there done and performed and materials for the same provided by the plaintiff with his servants horses plows and carts for the defendant at his request

and in ninety dollars for the price and value of Board then and there furnished by plaintiff for Defendant at his request

And in Ninity dollars for the price and value of one Colt and Sixteen hogs sold and delivered by plaintiff to Defendant at his request

and in the Sum of Ninety dollars for board lodging meet and drink furnished to Defendants servants by plaintiff for the Defendant at his request

and in the Sum of Ninity 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 to wit on the day and year aforesaid in Consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet he hath not paid the said several sums of money nor either of them nor any part there of to damage of the plaintiff ninety nine dollars and $\frac{62}{100}$ and thereupon he brings suit &c W B Sawyer atty for pltff

Union Common Pleas

Andrew S. Alden
adv } plea
Jacob Tennent

Filed May 30. 1838
James H. Gill Clk

Union County Common Pleas 1838

Ansalem S. Alden
ac
Jacob Sennit } Plea

And the said Ansalem S. Alden by Ellsworth Bowman his Attorney comes & defends the wrong & injury when &c and says that he did not promise assume & undertake in manner & form as the Plaintiff hath above thereof in his Declaration complained against him & of this he puts himself upon the Country &c

Notice

The Plaintiff in the above cause or William C. Lawrence Esquire his Attorney will take notice that the Defendant on the trial of the above cause will offer Evidence to prove & insist that before the Commencement of this suit the Plaintiff was indebted to the Defendant in the sum of one hundred Dollars for Money had & received of the Defendant at the special instance & request of the Plaintiff & in the further sum of one hundred Dollars for so much Money before that time paid laid out & expended by the Defendant to & for the use of the Plaintiff & at his like request and also in the further sum of one hundred Dollars for Money lent & advanced by the Defendant to the Plaintiff & at his like request and also in another sum of one hundred Dollars for Goods Wares & Merchandize by the Defendant before that time sold & delivered to the Plaintiff & at his like special instance & request and also in the further sum of one hundred Dollars for Rents of Houses & Lands by the Defendant to the Plaintiff at his like request and also in the further sum of one hundred Dollars for work & Labour done & Materials found by the Defendant in & about the business of the Plaintiff & at his like request and also in the further sum of one hundred Dollars for Money found to be due from the Plaintiff to the Defendant on an account stated between them & that the Defendant will exhibit a Bill of Exchange in his favor for the amount that may be found to be due to him from the Plaintiff

Ellsworth Bowman Defts Atty

I II

Bob Dad

D

Served by leaving a copy at Jacob Sinders Residence Sept. 3d. 1838

attest Reuben P. Mann

Phares Phares

P. & Davies Davies

Conrad Davies

Jacob Swate } Action of debt pending in the
vs. } Court of Com. pleas of the County
Andrew Alden }

Union

To Jacob Swate plaintiff in the above cause

You will take notice that on the 5th day of Sept inst between the hours of 10 A.M. & 4 o'clock P.M. before William Guy Esq. a justice of the peace of the township of Pike in the county of Madison State of Ohio at his office in said township the deposition of William Allington going abroad will be taken by me to be read in evidence on the ~~above~~ trial of the above cause when & where you can attend & put interrogatories if you see proper Dated this 3 day of Sept. 1838

Andrew Alden Deft.

Union Com. Pleas

Jacob Sinnit

vs

A. D. Alam

Filed April 17th 1838

James H. Rice
Clk

Judgment rendered on the written account this 28 day of March 1838

Andrew McKee J P

$24
0

Mr S. Alden to Jacob Sennet Dr

1837	To Four Months work by self and Boys at thirty five dollars per month	$ 140.00
	" sixteen days at 30 dollars per month	18.40
	" Twenty one days at 62½ cents per day by self	13.12½
	" To services of David and Alexander from the 28th of August to the 28th of December 15	20,00
	" services of George from the 28th of August to the 28th of December Paid by Philemon Coggel	32,00
	" Boarding John Snodgrass half a month	2.50
	" 1 Colt	15.00
	" 1 Sow ~~All~~ ~~all~~ ~~Wages~~ pigs and 7 Shotes	20,00
	" 3 bushels of corn	1.50
	" Boarding Alden at various times through the Season	8,00
	" Five bushel of Potatoes	1,25
	" seven lbs of Butter at 12½ cents pr lb	87½
	" A four gallon jar of Pickel	50
	" 1 ox yoke	1,00
1838	Feeding and Watering Horses Cattle and Hogs for one month	8,00
		$ 2,82,15

to be reduced by Drafts offset to $99.62½ the sum demanded on the Writ

Union Com. Pleas

A. S. Alden
avs
Jacob Sennit

Filed Oct 22. 1838
Jas. H. Gill Clerk

Filed Oct 23d 1838 on motion of
Miller atty

Jas. H. Gill Clk

Deposition of a witness taken in a Cause pending in the Court of Common Pleas Union County Wherein Jacob Sennett is plaintiff and Stanford Alden is defendant in pursuance of the notice hereto attached and at the time and place mentioned Stanford Alden defendant was present and examined the witness as follows

William Alington of the County of Madison of lawful age being first duly Sworn by me as hereinafter Certifyed deposeth and Saith that "

Jacob Sennett told me on or about the twentieth of December last ~~Stated~~ that Some folks told him that he would have to have a lawsuit with Mr. Alden but he was not afraid of it, likewise Mr. Alden was owing him one hundred or a hundred & fifty dollars but he wasent for he had made a Costean ite a few days b[illegible] and ~~he was Owing~~ Stanford Alden he said was ow[illegible] him: Jacob Sinnett about forty or fortyfive dollars, for he had let him have money or anything else that he wanted {

Wm Allington

I William Guy A Justice of the peace in and for the Township of Pike in the County of Madison Ohio, do hereby Certify that the above named William Alington were by ~~by~~ me first duly Sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him respectfully Subscribed were reduced to writing by me and were taken at the time and place Specified in the inclosed Notice

In testimony whereof I have hereunto Set my hand this 5th day of September A.D. 1838 –

William Guy J.P. {Seal}

Filed Oct 1838
Jas. H. Gillespie Clk

Jacob Senet
vs
A. S. Alden

Union Common Pleas to
Oct Term 1838
Clerk will
issue subpoena for

George King

N. S. Alden
Pltf

for J Senet
John King

Union Common Pleas

Andrew S. Adam
vs } Affidavit
Jacob Sennit

Filed July 14. 1838
James H. Lee Clk

Recorded

Andrew S. Alden
ads
Jacob Lenard

Appeal &c

Personally appeared in open Court the above named Andrew S. Alden & made oath that William Ellington is a material Witness for him on the Trial of the above cause without the benefit of whose testimony he cannot safely go to trial at the present Term of this Court as he is informed & verily believes that he expects & believes he shall be able to prove by said Witness that the account of the Plaintiff on which this suit is prosecuted is not correct & that the Plaintiff himself acquitted this Defendant & that he has failed to perform faithfully & fidelity the services which he engaged to perform for this Defendant & for which this suit is brought - That during last Week he engaged said Witness to appear for him as such Witness at the present Term of this Court & that he is informed & believes that said Witness has been struck by Lightening which has caused considerable sickness & which he believes is the only reason why said Witness has not given this attendance - That he knows of no person by whom he can prove the same facts - That he has in no way collusion - ed with said Witness & hopes & believes he shall be able to procure the attendance of said Witness at the next Term of this Court if this cause is continued & that this application is not made for the purpose of delay but that justice may take place

A. S. Alden

Sworn to and subscribed before me
this 14th day of July 1838

James H. Gill Clk

Rec'd August 28th 1838
Money made in full
R Clark Sheriff

Union Com Pleas

Jacob Sennit
vs
A S. Alden

Costs $ 7.14
writ .35
$8.09

Filed oct 26th 1838
Jas H Gillette

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods and chattles and for want thereof of the Lands and tenements of Andrew S. Alden, you cause to be made the Sum of Seven Dollars and seventy four cents which by the judgment of our Court of Common Pleas within and for the County of Union and State of Ohio at the July term thereof A.D. 1838 Jacob Sennit recovered against the said Andrew S. Alden as costs in a certain action in said Court then and still pending wherein the said Sennit is Plaintiff and said Alden Defendant. and have said money before our said Court 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 of said County at the Court House this 28th day of August 1838

James H. Gill Clerk

Union Common Pleas

Jacob Sennit

vs

A. S. Alden

Judgt	$98.62
Pltffs costs	10.83
Defts costs	17.98
Mit	.35
	$127.78

Serv	35
Mil	60
	95
Fees April 25. 1839	35
Jas. H. Lincoln	
	130

Rec'd March 14th 1839

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 26th day of Oct A. D. 1838 Jacob Sennit recovered against Andrew S. Alden

as well the sum of ninety eight Dollars dollars and Sixty two cents, for their damages, as the sum of $ 10 88 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 Andrew S. Alden

you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of Oct 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 Jacob Sennit Hereof fail not, at your peril, and have then there this writ. / Debts costs $17.98

WITNESS JAMES H. GILL, Clerk of said Cou

at the Court-House aforesaid, this 14th

day of March A. D. 1839

ATTEST: James H. Gill Clerk.

Union Com Pleas

Jacob Sunnet

vs } Fi. Fa.

A. S. Alden

Damages	$98.62
Pltffs costs	10.83
Deftts "	17.98
Execute	1.30
Writ	.35
	$129.08

Sheriff Costs 3.42

Filed July 8. 1839

James H. Gill Clk

Rec'd June 27th 1839

Rec'd ~~[illegible]~~ Philip Ruff for Jacob Sunnett

Collect Date & Levy Execution 1839

Rec'd of Gadings Cert for the Defendant

Due

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 26 day of Oct. A. D. 18 38 Jacob Summit recovered against Andrew S. Alden

as well the sum of Ninety eight dollars and Sixty two cents, for his damages, as the sum of $10.83 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 Andrew S. Alden

you cause to be made the damages and costs aforesaid, with interest thereon from the 26 day of Oct A. D. 18 38, until paid. Also the sum of $1.30 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 Jacob Summit Hereof fail not, at your peril, and have then there this writ. Defts costs $17.98

WITNESS JAMES H. GILL, Clerk of said Court at the Court-House aforesaid, this 27th day of June A. D. 1839

ATTEST: James H. Gill Clerk

Civil/Domestic Case File

Case No. 1838-CV-0005

No. 38-CV-5

Union Common Pleas Court.

Samuel Griffen
Plaintiff,

AGAINST

David Paul,
Defendant.

JUN TERM. 1838.
JUL TERM. 1838

Settled and withdrawn
from Docket.

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

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

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

[illegible]uel Griffin
vs
David Paul

Precipe

Filed April 9th 1838

Filed April 9. 1838
James H. Gillette

~~Samuel Paul~~

Samuel Griffin vs David Paul

in assumpsit
Damages $300.00

Issue a summons returnable next term endorse "Suit Brought on note of hand given by Defendant to Plaintiff for two hundred dollars dated 4th day of July 1839 and due on the first day of April in the year 1838 Also for goods sold and delivered &c

Clerk Court of Com Pleas Union County

W C Lawrence
Atty for Plff

Union Com. Pleas

Samuel Griffin

vs

David Paul

Summons

Served by delivering
a certified Copy.
R Clark Sheriff
April 20th 1838

Serv ——— 35
Ahil ——— 50
Copy ——— 15
1,00

Filed apil 21. 1838
James H Gill Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon David Paul 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 Samuel Griffin in a plea of Assumpsit Damages Three hundred Dollars and have you then there this Writ

Witness James H Gee Clerk of the Court of Common Pleas aforesaid at the Court House this 9th Day of April A.D. 1838

James H Gee Cl'k

C. Griffin
vs
David Paul

Declaration

filed April 20th
1838

Settled and withdrawn
from Docket

State of Ohio
Union County ss

Court of Common Pleas April term in the year 1838

Samuel Griffin Complains of David Paul in a plea of Assumpsit for that whereas the said David Paul on the fourth day of July in the year 1837 at the County of Union made his Promissory note in writing and delivered the same to the said Samuel Griffin and thereby promised to pay to the said Samuel Griffin or order two hundred dollars on or before the first day of April next (meaning the next thereafter) which time has now elapsed and the said David Paul then and there in Consideration of the premises promised to pay the amount of the said note to the said Samuel Griffin according to the tenor and effect thereof yet the said David Paul hath disregarded his said promises and hath not paid the said sum of money or any part thereof to the damages of the said Samuel Griffin [illegible] dred dollars and thereupon he sues &c

W. O. Lawrence
Atty for Plff

Civil/Domestic Case File

Case No. 1838-CV-0006

No. 38-CN-6

Union Common Pleas Court.

William Epps.
Plaintiff,

AGAINST

Mark Crowder,
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT

Journal 2 Page 47

Record No. 63 Page 170

Ex. Doc. 1 Page 131

Mr Epps
vs
Mark Crowder

Praecipe and affidavit
Filed April 17th 1838
James H. Gillelk

William Epps } in Replevin
vs
Mark Crowder } damages $50.00

Issue a writ of Replevin for the following goods and Chattels (to wit) one Sorrel Mare three years old this Spring ~~Bay~~ with white legs to about the knees and white face returnable next term

Clk Com Pleas
Union Co April 17. 1838

W C Lawrence
a c for Plff

John Epps agent of the above named Plaintiff Wm Epps makes oath and says that the plaintiff has good right to the possession of the goods and chattels described in the above precipe and that the same is wrongfully detained from him the said William Epps by the said Mark Crowder and that said goods and chattels were not taken on execution or any Judgement against the said Plaintiff nor for the payment of any fine tax or amercement assessed against the said Plaintiff nor by virtue of any writ of replevin or any other mesne or final process whatever issued against the said Plaintiff and further says not

John Epps

Sworn to and subscribed before me this 17th day of April 1838.

James Turner J.P.

Union Com. Pleas

William Epps

vs

Mark Crowder

Replevin writ

~~not Serv~~

Service prevented by high water

R Clark Sheriff

Serv — 35

Mile — 50

85

Filed april 20. 1838

James H. Gee Clk

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 William Epps the goods and chattels following (to wit) One Sorel Mare three years old this Spring with white legs to above the knees and white face which Mark Crowder wrongfully detains from the said William Epps as is said and also that you summon the said Mark Crowder to appear before us ~~said~~ Court of Com. Pleas next to be held at the Court House in said County on the 20th Inst to answer unto the said William Epps for the wrongful detention of of the goods and chattels aforesaid Damages $50.00 and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for the said County this 17th day of April A.D. 1838

James H. Gill Clk

Filed May 28. 1838

James H. Gill Clk

Judgment is rendered

Union Com Pleas

Wm Epps
vs
Mark Crowder

It is agreed the next term
shall be the trial term in this case
May 26. 1838.

W C Lawrence for pltff
J. F. Kinney
Atty for defdt

Union Common Pleas

William Epps
vs
Mark Crowder
Writ of Replevin

Fee	35
Mil	100
Inquest	100
Copy	15
Bond	50
Appraisers fee	150
	4,50

R Clark Sheriff

Filed July 10. 1838

James H. Rice Clk

Lost Rice man

Recorded

Delivering within named Copy to Defendant and leaving the within Writ by leaving it at my office in the within Union County found in the possession of Mark Crowder and Affixing the same to the door of Floe Alleny Samuel Carter and William Jones to twenty four Dollars and taking Bond of William Epps in the sum of one hundred and fifty Dollars and Delivering said Clerk to said Epps

April 20d 1838

R Clark Sheriff

State of Ohio
Union County }

To the Sheriff of said County Greeting
We command you that without delay you cause to be replevied unto William Epps the goods and chattles following to wit One sorrel mare three years old this spring with white legs to about the knees and white face which Mark Crowder wrongfully detains from the said William Epps as is said and also that you Summon the said Mark Crowder to appear at the next Term of our Court of Common Pleas to be held within & for said County of Union to answer unto the said Wm Epps for the unlawful detention of the goods and chattles aforesaid Damages Fifty Dollars and have you then there this writ

Witness James H. Gee Clerk of the Court of Common Pleas within and for the said County this 28a day of April A.D. 1838

James H. Gee Clerk

Union Cir Ct

Mark Crowder

vs

William Epps

In Replevin

Plea

J F Kinney

Atty

Filed July 13th 1838

James H. Gill Clerk

Minor Com Pleas } State of Ohio
Mark Crowder
Ads
William Epps } In Replevin

And the said William Epps comes and defends ~~the~~ &c and says that ~~the said~~ 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 &c and the said William Epps doth the like J. F. Kinney

Atty for Deft

William C Lawrence Atty for the Plaintiff in the above entitled cause will take notice that the said Deft will prove & insist in bar of the Plaintiff's action that the goods & chattels in question were the goods & chattels of the said Deft at the time

Wm. Epps

vs

Mark Crowder

Dec.

Replevin

Filed July 13th 1838

James H. Lee Clk

State of Ohio
Union County ss

Union Common Pleas, July Term 1838

William Epps complains of Mark Crowder in Replevin for that the said Mark Crowder on the tenth day of April in the year one thousand eight hundred and thirty Eight at the County aforesaid was possessed of certain goods and Chattels of the said William Epps to wit one sorrel mare three year old this Spring (to wit Spring of 1838) with white legs to about the knees and white face to be delivered to the said William Epps when he the said Mark Crowder should be there unto afterwards requested yet the said Mark Crowder though requested so to do has not delivered the said goods and Chattels nor any part thereof to the plaintiff and so the said Mark Crowder wrongfully detains the same from the said William Epps to his damage fifty dollars and therefore he sues &c

W C Lawrence
Atty for Pltff

Served by Reading
to each person named
H Clark Sheriff

Serv ——— 75
Mel ——— 10
65

Filed July 16. 1838
James H. Gillette

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon John Turner James Evans Cornelius Mashon and Quaretch Sharp. Isaney Gilbert & R Clark

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 Plaintiff, in a certain matter in controversy in our said Court depending: wherein Mr Epps is plaintiff, and Mark Crounder 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* 16. *day of* July *A. D.* 1838

James H. Gill *Clerk.*

James Spain on
Memo on plea
on behalf

Union Com Pleas

William Epps
vs } Ind
Mark Crowder

Sera	25
Copy	15
Mil	75
	$3,65

Filed July 16th 1838

James H. Gillelk

Said Day coming to the Plaintiff by Thomas H. Holycroft his Atty
the Defts. M. Sidney & the Defts. A. Spain & Allen
F. & Defts. & Defts. & Thompson for Spain & Mrs Epps for and
on & Milliken by R. Clark Sheriff

The State of Ohio. Union County, ss:

To the Sheriff of said County, Greeting

We command you to Summon Hezekiah Spain Jordon Reams. Howel Holycroft. William Holycroft. Robert Dunlap. Richard Epps. William Andes. Job S Cowgill. Abram Holycroft. Hampleton Epps. Abraham Spain. Albert Spain. Elbert Holycroft. Sanford Spain. Isaac Allen. James Spain Joshua S Epps. Christopher Wilber & John Epps Hugh Thompson Jonas Shaw & William Chaney 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 on the first day of next term, to testify and the truth to Speak on behalf of William Epps in a certain matter in controversy in our said Court depending: Wherein the said William Epps is plaintiff, and Mark Crowder defendant. And this they shall in no wise omit under the penally of the law; and have then there this writ.

Witness James H Gill Clerk of our said Court, at the Court house aforesaid this 25 day of June AD 1838

James H Gill Clerk

Union Com Pleas

Mark Crowder
adv & Sub
William Epps

Sum	2,62½
Mil	75
Copy	15
	$3,52½

Filed July 16. 1838
James H. Gill Clk

Rec'd by Reading to the Complt Sum Complt
& M Suffick of Public Tax States Wm Stokes & Mon
Geo Miller & Smith Ewin and to Attn Affer by Copy
July 16th 1838
R Clark Sheriff

The State of Ohio. Union County ss:

To the Sheriff of said County, greeting

We command you to summon Richard Humphries Jabez S Compton Levi Grubbs Alex Grubbs Edward M Sheriff Benjamin Grubbs Josiah Lee Samuel Dillon John M Davis Stacy Smith Peter Walker Jabez Stokes James Marcus John Walker Wm Stakey Daniel Stokes Wm Asher Miles Mace Geo Miller John Smith Saml Evens

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, on the first day of next term to testify and the truth to ~~tell~~ speak on behalf of ~~Andrew~~ Mark Crowder in a certain matter in controversy in our said court depending: wherein William Epps is plaintiff, and Mark Crowder 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 25 day of June A D 1838

James H Gill Clerk

Union Com. Plas

William Espo

v

Mark Crowder

Filed June 30. 1838

James H. Gillett

William Epps
vs
Mark Crowder

Misdemeanor Pleas
July Term 1838

The above cause stands
for trial until Monday the 3d day
of the Term by consent

W C Lawrence atty for Plff
J F Kinney Atty for Deft

Oct 26th - 1838

Received of Mark Crowder my fees in full against him on debt where Wm Eps was plantiff and mark Crowder defendent

Miles Moore

Recieved October 24th 1838
of Mark Crowder my fees in full
against him on a suit where Wm Epps
was Plantiff & M Crowder defendent

Jos. Cargill

Received of Mark Crowder my fees in full of my demands as an Atty for said Crowder on a suit of Wm Eps plaintiff M Crowder defendent

Oct 26 - 1838 Samuel Evans

Nov 26 - 1838 Received of ell Crowder my fees
in full on a suit where Wm Eps was plaintiff
and ell Crowder defendent John Walker

November the 26 - 1838 Received of mark Crowder my fees in full on a suit where Wm Cps was plaintiff and M Crowder defendent Josiah Lee

	1.39½
5	37½
	31¼
50	12½
5	31¼
250	50
	300

November the 26-1838 Received my fee in
full of M Crowder on a suit where Wm
Eps was plantive an M Crowder defendent

James Mayes

November the 26 - 1838 Received of A H Crowder
my fees in full on a suit where Wm Eps was
plantive and A H Crowder defendent

Daniel B Wilkon

Nov. the 26 1838 Received of M Crowder my fees in full on a suit where Wm Eps was plantiff and M Crowder defendent

John M Davis

William Epps
v.s.
Mark Crawford

Suit in Replevin in the Court of Comn Pleas in Union County in the year 1838.

To the Clerk of the Court of said County, Sir I have told you that I relinquished my fees in the above cause but in case you have forgotten it you will consider this a receipt in full to the deft above for my fees in the above cause as a witness. March 29th 1839. W. M. Geddes

Received oct 24th 1838 of Mark Crowder Fels
infull of my demands as an atty for said Crowder
on a suit of p & ps Plantiff vs Crowder Defendent
in July 13th

Edward W Inskeep

Received ~~Nov~~ 26th 1838 of Mark Crowder my
fees in full on a suit of Wm Epps plantiff
and M Crowder defendent

Daniel Stokes

Oct. 16 1833 Recd of Mark Crowder
one dollar in full on a Suit wherein Eph
Crow plaintiff and Mark Crowder defendant

Peter Walker

February the 4 - 1838 Received of Mark
Crowder my fees in full on a suit where in
Eps was plantove and M Crowder defendant

yrs L Smith

Received of Monk Crowder Atty fees in full. Against him on Assumpsit where Wm Ess was plaintiff on crowder defendant Oct. 24 1828

Levi Smith

Recid of Mark Crowder my fees and my sons
makeing 2 fees where Wm Eps was plantive
and M Crowder defendent Oct 26 1838

Wm Grubbs

Received of mark Crowder my fees in full against
him on a writ where I am Cps was plaintive
and M Crowder defendent Oct 26-1858 John Stokes

Oct 26th 1838

Received of Mark Crowder my fees in full against him on a suit where Wm Eps was plantiff and Mr Crowder was defendent

William Stokes

March 28th — 1839

Received of Mark Crowder my fees in full on a suit wherein Wm Epes was plaintiff and Mark Crowder defendant William Holy Cross

March the 28 1839
Received of Mark Crowder my fees
in full on a Suit where William Epps
was plaintiff and M Crowder
defendent

John Spain

February 5th 1839 Received of Mark
Crawder my Costs in full on a suit where
William Eps was plaintiff and Mark Crawder
Defendant

George Miller

Union Com. Pleas

William Epps
vs
Ex
Mark Crowder

~~Costs $17.87~~
Plffs costs $47.93
Defts " 29.96
mit .35
$78.24

Cr costs $40.00 oct 20. 1838
" recpts 6.75 " "

Filed March 27. 1839
Jas H. Lee Clk

Rec'd Feb. 9th 1839 Rec'd of Facts $9.00
Balance of Money made
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 13th day of July A. D. 1838

William Epps

recovered against Mark Crowder

as well the sum of ~~dollars~~ ~~and~~ One cent, for his damages, as the sum of $47.98 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 Mark Crowder

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 William Epps also Defts costs amounting to $27.96

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 Feb A. D. 1837

Attest: James H. Gill Clerk.

Paid by Crowder Oct 26th 1838 $40.00
" " Miller in Prepts 6.75
Cr. $46.75

Civil/Domestic Case File

Case No. 1838-CV-0007

Civil/Domestic Case

1838-CV-0007

located with

Supreme Court Case

1839-SC-0003

Civil/Domestic Case File

Case No. 1838-CV-0008

Civil/Domestic Case

1838-CV-0008

located with

Supreme Court Case

1838-SC-0004

Civil/Domestic Case File

Case No. 1838-CV-0009

No. 38-CV-9

Union Common Pleas Court.

Margaret Cover's Heirs
Plaintiff,

AGAINST

Philo Gellett
Defendant.

JUL TERM. 1839

JUD'G VS PLAINT'F

Journal 2 Page 115

Record No. 3 Page 258

Ex. Doc. Page

Lessee of Margaret Coes
Heirs

vs

Rae -
Philo Pillett & als
tenants

Serv	35
Mil	40
Copys	1,10
	$1,85

Filed April 19th 1838
James McGee Clk

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

John Doe complains of Richard Roe for that ~~Lem~~ William H. Coe Edward Coe, and Margaret Coe the only heirs and legal Representatives of Margaret Coe deceased on the fifteenth day of May in the year eighteen hundred and thirty seven at Union County aforesaid, had devised to the said John the following lands and tenements, to wit Survey No 5870 of one thousand acres patented to Margaret Coe formerly Margaret Bunting the only heir and legal representative of William B. Bunting deceased ~~at~~ on and described as follows, beginning at two sugar trees North West corner to Robert Means and the Representatives of Selby Owens Survey No 5503, running with their line N 80° E. four hundred poles crossing a branch at 104 poles to an ash beech and hornbeam N.W. corner to said Survey - thence N 10° W. four hundred poles to an ash and two hickories thence S 80° W. four hundred poles crossing a branch to two hickories and a sugar tree, thence S 10° E. four hundred poles crossing a branch to the beginning, and also ten messuages, ten cabins, ten barns, ten stables, ten orchards ten outhouses, ten yards, ten gardens, ~~ten~~ 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 fifteenth day of May in the year aforesaid, for and during the term of ten years thence next ensuing by virtue of which devise 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 twentieth day of May in the year last aforesaid with force and arms, entered into the said tenements with the

appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; To his damage one hundred dollars, And therefore he sues &c

By Starling & Gillett
their Attys

To Mr Philo Gillett

Sir

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

October 4th 1837 Richard Roe

John Doe ex dem
Margaret Lewis heirs
vs
Richard Roe

R Clark Sheriff of Union County makes oath and says that he before the first day of February 1838 did personally serve Philow Gillet and Lyman

tenants in possession of the premises in the within declaration mentioned or of part thereof with a true copy of the within declaration fastened and at the same time acquainted the said Gillet

and Lyman
with the intent and meaning of the said declaration
and notice
R Clark Sheriff
Sworn to & subscribed before
me this 19th day of April
A.D. 1837 — William M. Irwin J.P.

Civil/Domestic Case File

Case No. 1838-CV-0010

No. 38-CV-10

Union Common Pleas Court.

John Battles
Plaintiff,

AGAINST

Samuel McCampbell
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT
$23 00

Journal 2 Page 114

Record No. 3 Page 257

Ex. Doc. 1 Page 155

Common Pleas

Battes
vs
Cattonia

Samuel McCampbell

Filed April 20. 1838

James H. Gillelen
clerk

Filed April 20. 1838
James H. Gillelen Clk

James Hopkins

John Barkes
vs
Samuel McCampbell

State of Ohio
Union County ss

To John S. Irwin Esq. a Justice of the peace within and for the Township of Darby 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 John Battles was Plaintiff and Samuel McCampbell was Defendant and wherein ~~you~~ on the 30 day of Feb. Inst upon a nonsuit you rendered a Judgment for the sum of Seven Dollars & 73/100 as costs against the said John Battles and in favor of the said Samuel McCampbell - 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 or before the [illegible] day of [illegible] next

Witness James H. Gill Clerk of Court of Common Pleas within and for said County this 9th day of Feb. 1838

James H. Gill Clk

Esq Irwin

Sir in the Record you forwarded shows no entry of Judgt if you have not entered or do not enter judgt for the costs against Battles the whole is void please make the [illegible] shall

John John Battles
vs
Samuel McCampbell

Capias	12½
Subpena for 3	20½
Recognizance for appearance	25
State government	10
Constables	75
Witness fees	1 50
Subpena for 2 wit Deft	16½
February the 3d	
Robinsons fees	27
Constable fees	125
witness fees	200
Subpena for one wit Deft	12½
Swearing 4 wit	16
Judgement	25
Bail bond	25
Transcript	3 15
Total Cost	$7,81¼

January 17 1838

~~February~~ Suit brought on an account for forty five dollars the Deft not being a free holder capias issued and subpena for John Berthallo more Colwin and Owens & Wm J Wolfskeil witness January 18 Deft appeared by Wm C Lawrence Counsel and pled not ready and for good cause shown, the case stands continued til the 3d of February next at 12 o clock and there upon gave security for his appearance on sd day with Wm Winget security following State of Ohio Union Co ss Whereas Samuel McCampbell has been arrested and is now in custody at the Suit of John Battles in an action of debt Now therefore, be it remembered that on this 18 day of ~~February~~ January 1838 personally come before me John J Gruwin a justice of the peace in Pearley township in County aforesaid Wm Winget and acknowledged himself to owe unto the sd John Battles ~~on~~ the sum of one hundred dollars to be levied on his goods & chattles lands & tenements upon default be made in the condition following expressed that the said Samuel McCampbell shall be and appear before me at my office in the town ship aforesaid on the 3d day of February 1838 at 12 o clock pm to answer unto the action aforesd and not depart without leave Taken Signed & acknowledged on the day & date said before me J J Gruwin JP

Capias returned Service accepted by William C Lawrence

Subpena returned Served on the 18 mileage 4 miles 5½ Service 25 Total 75
James D Robinson Cost

Filed a bill co. 1838
Samuel McCampbell

at the demand of the Deft Supenia issued David Mitchel & Jason Carr
for witnesses February the 2d 1838 Supenia returned issued by Wm
M Robinson for esq for John Carr for 10 miles 50 service 10 total 60 ditto for
Margret Mitche & John Beal 4 miles 45 service 20 65 Sergnd James
D Robinson Const witnesses in attendence John Carr for John Bartholo
mew Wm of the plaintiff David mitchel the parties ~~being~~ pres
ent Mr Hall & Shimey council for the plaintiff & Mr Law
rence for the Deft on the demand of the Deft Supenia issued for
John Carr Thollomew D Burnham & Thos & W Grenier a witness
proceeding to trial the Deft produce testimony and moved a non
suit on the ground that he held a titel bond for land living in
union County and he the Complaint was in possion of a house
which he occupies as a copper shop and having his residence
with his father the Court considered him not a legal suitor of
a case & therefore rendered a judgement of a non-suit and
against the Plaintiff for seven dollars & eighty three cents
cost upon which Plaintiff dissatisfied and filed his bill of
exceptions as follows in the case the plaintiff now comes and
says there ever in the award as first the court erred in admit
ing a non-suit in the testimony received & holding a title
bond a lone is not a free holder in the exercise law
2d The possion of a building occupied as a copper shop
is not a legal house house holder 3d the decision is contrary
to reason law & equity the plaintiff therefore prays
a writ of certiorari and part in bail for cost there up
on Stephenson Carry entered in to bond as follows on the action
of John Battles against Samuel Mc Cambel J J Stephen
son Cary acknollege my self bail for the appelant in the
sum of fifty dollars to be levied on my goods chattles lands & tene
ments in case the appelant be condemned in the action & shall
fail to pay the condemnation money and cost that have arised
and may arise in the court common pleas Stephenson Carry
I certify the above to be a true Copy of the proceed
ings had before me Given under my hand this
23d day of March AD 1838 J J Grenier JP

John Bathurst
vs
Error
John McCampbell

Assignment of
Errors

Filed Apl 24 1835
James W. Gill
Clerk

Hall pro
Plff

John Battles
vs } In Union Common Pleas. April Term.
Saml McCambell } A.D. 1838

In Error

And the said John Battles now comes and says that there is Error in the Record & proceedings aforesaid. in this to wit

1st The court Erred in granting a nonsuit because defendant held title bond to land lying in Union Co — his holding title Bond did not constitute him a Freeholder or Privilege him from arrest — as the court supposed

2nd The court Erred in granting a nonsuit because Deft. who was residing with his Father — & in possession of a coop-shop — such possession would not constitute him a House holder or Priviledge him from arrest. —

3d The court Erred — Because judgment was given for ~~Deft~~ ~~Should have been given for~~ ~~Deft~~ whereas it should have been for Pltff.

4 The Court Erred in divers other things as appears of Record

A. Hall
Atty for Pltff

Union Com. Pleas

John Bottles
v Bond

Samuel McCampbell

Filed Feb 9th 1838

James H. Gill Clk

Know all men by these presents that we John Battles and Zechariah Bowman of the County of Union and State of Ohio are held and firmly bound unto Samuel McCampbell of said County in the penal sum of 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 9th day of Feb 1838

The condition of the above obligation is such that whereas the said John Battles has obtained an 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 Seven Dollars and seventy three cents as costs lately rendered against the said John Battles By John S. Swan a Justice of the peace within and for the said County Union in a certain action then pending before him wherein the said John Battles was Plaintiff and Samuel McCampbell was Defendant Now if the said John Battles 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 the amount of any Judgment that may be rendered against the said John Battles 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

Sealed and delivered before me John Battles Seal
this 9th day of Feb 1838

Zechariah Bowman Seal

James H. Gill Clerk

John Battey
to
Saml McCampbell

Deed

Filed Oct 30th 1838
Jos. H. Gill Clk

Hall for

John Battles
vs
Saml McCambell

In Union Common Pleas: Apl Term AD 1838

This cause comes into Court by way of Certiorari and reversal of the judgment of a justices Court. and thereupon John Battles complains of Saml McCampbell in a plea of assumpsit for that whereas the said Defendant on the first day of January 1838 at ~~[illegible]~~ Union County aforesaid was indebted to the Plaintiff in the sum of $50.00 for the price and value of goods then & there bargained & sold by the Pltff to the defendant at his request

And also in the sum of fifty dollars for the price and value of ~~goods~~ work then & there done and materials for the same provided by the Pltff for the defendant at his request

And also in the sum of $50.00 for the price & value of work & labour then & there done by the Pltff for the Defendant at his request

And whereas the defendant afterwards to wit on the 1st Jan 1838 in consideration of the premises then & there promised to pay the said several sums of money to the Pltff 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 $99.00 therefore he brings suit &c

A Hall Atty for Pltff

Union Cond Pleas

John: Battis

vs } Dec

Saml. McCampbell

Filed July 12. 1839

James H. Geiger Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon John Bartholomew
James. Blue
John. Carson

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 John Battles in a certain matter in controversy in our said Court depending: wherein John Battles is plaintiff, and Sam C McCampbell defendant. And this fail 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* 25 *day of* June *A. D.* 1839

James H. Gill *Clerk.*

John Battles
vs
Saml. McCampbell
Filed July 2nd 1839
J. H. Ellis Clk

John Bailey
vs
Samuel McCampbell

In Union Common Pleas
April Term 1839

The defendent or William
McLawrence his Attorney will take notice that
Deportions will be taken in this case before
Stephen Maynard a Justice of the Peace at his
office in Sharon Township Franklin County
& State of Ohio on the first day of July
A.D. 1839 between the hours of 8 AM & 9 PM
on said day

John Bailey

June 25 1839

Joh[illegible]
esses Pourbille

$17:12

October – The 25 – 1837

Due Samuel McCampbell on Settlement Seven Dollars and twelve cent for value received of him

John Battles

Dorlale
John Sutter
Summeto
Compliel

Filed April 20. 1838
James McGee Clk

John Sutters
vs
Sale Compliel

April 28th 1837

Article of agreement made and agreed to between Samuel McCampbell of the one part and John Battles of the other part said Battles doth bind himself to work to said McCampbell to the 15th of January 1838 reserving two weeks in harvest for which said McCampbell doth bind himself to give said Battles 40 dollars boarding included and all barrels that said Battles makes over three a day said McCampbell doth bind himself to give said Battles 45 cts per barrel Said Battles is to ~~pay~~ get his washing at his own expense ~~Fr~~ John Battles

Sam'l McCampbell

John Curson

Exceptions to
Depositions
Filed July 2nd 1839
James H. Lee Clk

John Battles
Samuel N. Campbell } in Union Com. for Leg.

To the depositions of Edwin Andrews, David Mitchell and Margaret Mitchell. And will insist that they shall not be read on trial

1st because it does not appear that deponents were sworn in this case

2nd because they were in part and principally reduced to writing by counsel employed in this cause and not a disinterested person as required by statute

Union Com Pleas

Thos Battles
vs } Sub
Samuel McCampbell

Served by Rd Berry
R Clark Sheriff

Serv — 12½
Mil — 5
17½

Filed July 11. 1839
Jas. H. Lee Clk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON David Mitchell and

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of John Battles in a certain matter in controversy in our said Court depending: wherein Lain Battles is plaintiff, and Samuel McCampbell is defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 10th day of July A.D. 1839.

James H. Gill Clerk.

Saml McCampbell
Ads
John Battles

Plea
Filed Apl. 8. 1839
Jas. H. Lee Clk

Samuel McCampbell } Union Com Pleas
by
John Battles

And the Said Samuel Comes and defends &c and Says that he did not assume and promise in manner and form as the Said John in the several Counts of his declaration hath declared against him and of this he puts himself upon the County By W C Lawrence his atty

Plaintiff

The Plaintiff will also take Notice that the Defendant on the trial of this Cause will give in evidence and insist that the plaintiff at the Commencement of this Suit was and still is indebted to the Defendant in the Sum of 80 $. for money before that time lent by the Defendant to the plaintiff at his request and in the Sum of 50 $. for money recieved by the plaintiff to and for the use of Defendant and in the further Sum of forty dollars for money found to be due from the plaintiff to defendant on an account before that time stated between them and that the defendant will set off on said trial so much of the said Several sums of money so due and owing from the Said Plaintiff to the Defendant against any demand of the said plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge such demand and will also then and there demand a Judgment against the plaintiff for the balance of said Several sums of money due to the said Defendant according to the Statute in such case made and provided

W C Lawrence

Depositions taken & before me to read in evidence in certain cause now pending in the court of Common Pleas in and for the County of Union wherein John Bailey is plaintiff and Samuel McCampbell defendant Stephen Maynard J P

To the Clerk of said Court

John Bailey
vs
Samuel McCampbell
Filed Aug 2nd 1839
James E. Ellis Clk

Union Aug 2nd 1839 ms
Received of Geo. McCampbell
$8 for filing

Trumbull County Common Pleas

John Batters

vs

Samuel McCampbell

Filed Feb 9th 1838

Samuel H Gale

Clk

John Batters
vs
Wm McCampbell } In the Common Pleas
2 days Notice

The Record & Proceedings aforesaid in this court

Set. The court erred in granting an injunction upon the testimony herein & holden if a title bond only is not a free hold in the equity of the defendant

2d The injunction of a building occupied as a tavern not a ground for an injunction

3d The defendant is entitled to recover damages & costs

Wm Hutchinson
for plaintiff in error
& writ of certiorari

A Hull
Atty

The State of Ohio
Trumbull County } ss

To the Clerk of their Common Pleas

Greeting

We command you that you send a writ of certiorari issued in the written case wherein Jerry Beatty is plaintiff and Samuel McCampbell defendant according to law

Witness A. Hull Esq at Warren this 6th day of Feb A.D. 1838

Samuel Hull Associate Judge of the C P

I certify that within the ten days specified in the process I served the same on the within named John Batters by leaving a copy at his usual place of abode in said county

Jerry Beatty
for Sam'l McCampbell

John Battes
vs
Samuel McCamplbel

Docket & Capens	12½
Supenia for 3 witnes	25
Judgemment	10
Recoynisance for appeame	25
Supenia for one wit	12½
Summing 4 witnes	16
Trial	25
Robinsons fee	22½
Supenia for 2 wit Deft	16½
	167½
Constable fees	2 00
4 Witnes first day	1 50
Second day in attendence 4	2 00
Transcript 31¼	paid
~~Total cost~~	~~$3 74~~
Bail bond for cost	25

January the 17th 1838
Suit brought on an account for for forty five dollars Deft not being a freeholder capes ues issued & Supenia issued for John Barthalomew Edwin Andrews & Wm Walk claw witnes 18 Wm C Lawrence appeard for Deft and upon good cause shone the cause stands agourned to the 3d of February at 12 o clock there upon Wm Winget entered in to bonds of one hundred dollars for Defts appearance on 3d day appeous returned Served accepted by Wm C Lawrence council for Deft Supenia returned Served on the 18 day reading fees 75 cents John Barthollomew Edwin Andrews & Wm Hoffman witnesses in attendence fees one dollars fifty cents at the request of the Deft Supenia issued for David mitchel & John Curson witnesses

February the 3d 1838 Supenia returned issued by Wm Robinson for 98 for John Curson justice fees 12½ mileage 50 service 10 total 60 also one for Margret Mitchel & Ann Bacel mileage 45 service 20 total 65 Seigned James D Robinson Constable the parties present Mr Wall & Thirny Counsel for the Plaint & Lawrence for the Deft D Burnam & Thirny & Wm Grover assistance

on the trial of the above case the Deft McCamplbel produced testimony & moved a nonsuite on the ground that Sd Deft held a title bond for land for land lying in the County union and that he was in possession of a house which he occupied as a coper shop and having his residence with his father. the Court considered him not a legal judget of a capeous there fore ordered a non suite to which the plaintif objects and filed his bill of exceptions as follows in this case Plaint now comes & says that there is error in the judgement as set forth in the bill of exceptions and gave Stephen for Cury in bond for cost witnes in attendence on the 3d of February were John Bartholomew Mitchel Walk claw Curson Total Cost $7,78

John Wallace vs Samuel McCambel

Debt $45.00 Served on the 18th by

Costs cent 12½ prince acceptance on

Discontinuence if settled is the within by Mr

C Lawrence Esq atty

for Deft Samuel McCampbell

Jan. 18 1838 for assistance

James D Robinson Constable

Filed April 20 1838

James H. Leake

State of Ohio union County ss

To any constable in Darby town ship greeting

You are hereby commanded to take the body of Samuel Ackamber and him have forth with before me John S Gruwin ~~at my office~~ a justice of the peace at my office in said town ship to answer unto John Bottice in a debt of forty five dollars and of this writ make legal service & return

Given under my hand this 17th day of January 1838

J S Gruwin J P

Depositions taken in a cause now pending in the Court of Common Pleas in and for the County of Union & State of Ohio wherein John Battles is plaintiff and Samuel McCampbell is Defendant in pursuance of the notice hereunto attached and at the time and place therein mentioned. Present John Battles on the part of Plaintiff. Defendant not present.

Edwin Andrews of the County of Franklin of lawful age being first duly sworn by me as hereafter certified deposes and says That I was at work for Samuel McCampbell of Union County at the coopering business during the greater part of the Spring Summer and fall of the year 1837 and that John Battles worked a part of the Spring and Summer and untill some time in the fall of the same year that deponant commenced work for said McCampbell about the first of may that said Battles was then working for McCampbell at the coopering business that he heard McCampbell say that he had hired said Battles to work untill sometime in January 1838 that deponant worked ~~with~~ in company with said Battles. that he Battles was a steady faithful hand and attentive to his business that he was obedient and attentive to the wishes and commands of said McCampbell that said Battles frequently worked later at night than is customary for apprentices or Journymen to work that he commenced working evenings fifteen or twenty days earlyer in the season than is customary for apprentices or Journymen to work. and Deponant had not heard said McCampbell express any dissatisfaction with Battles but on the contrary had heard McCampbell speak highly of Battles as a very correct industrious hand

until some time in October (Deponent does not remember the day) A.D. 1839. Battles was ingaged bringing hoop poles into the shop..... Battles came into the shop and was followed by McCampbell who seemed to be very angry.— Battles took up his coat and McCampbell told him to go and not come back again — These words were uttered in an angry voice. Battles left and returned in three or four days and wished to work but Campbell would not admit him unless he would agree to do better. Battles said he had done as well as he ought to do & could not agree to do better

Edwin his mark Andrews

Also at the same time and place Margaret McTetull of Franklin County of lawful age being first duly sworn as herein often certified deposes and says that Samuel McCampbell & John Battles commenced boarding at her house about the 27th of May 1839. that Battles was at that time at work for McCambell as she was informed by McCambell under a written agreement. They boarded with her until some time in October or November 1839. when Mr Battles left. During the summer Deponant had frequently heard McCampbell speak very highly of Battles as a very industrious steady young man — that he was not quite as active but as good a hand as he (McCampbell) had ever had The first Deponant ever heard McCampbell say against Battles was a week or two before Battles left him McCampbell said there had been some difficulty between him & his (McCampbells) brother in which Battles had rather decided against him. (Meaning McCampbell and seemed dissatisfied about it

On the day that Battles left McCampbell McCampbell came to Deponants house ~~and~~ very much excited

appearing to be angry said he had got in a pet as usual. and had struck John Battles with a Hoop pole. or a Hickery pole.—(Deponant does not remember which). said that Battles had tattled saucy— and if he had not defended himself it would have been worse for him.

Deponant further states that according to the best of her recollection McCampbell came into the house some time in November 1837. and said he had been settling with Battles and had taken his due Bill for seven dollars & thirty seven & one half cents for lost time which Battles had lost while to work for him— Deponant answered why Samuel— you will certainly pay him for the work he has done. McCampbell answered not not one cent Witness answered. I would not have done that John certainly could not have known what he was about. McCampbell answered I knew what I was about in a laughing manner

McCampbell said he would not pay Battles one cent. that he had not been worth his board to him— this was often the quarrel. before the quarrel McCampbell had very frequently said that Battles was a first rate hand

Margret Mitchell

Also at the same time and place David Mitchell 2nd of Franklin County of lawful age. first being duly sworn as herein after certified deposes and says that— That he resided in Jerome township Union county in the year 1839. knows that John Battles commenced work for Samuel McCampbell some time near the last [illegible]

Costs

Constables cost		85
Subpoena.		$0. 24p
Swaring 3 witnesses		12½
Deponions.		90
Witness Fees..	Edwin Andrews 1 day	75
"	Margaret Mitchell 1 do	75
	David Mitchell 2nd 1 "	75
	Stephen Maynard 2 D	

about two or three weeks in harvest. Deponent heard McCampbell say that ~~McCampbell~~ Battes had worked longer in harvest than his contract permitted him. but he McCampbell did not care as he was not in a hurry.
McCampbell came home on saturday evening after Battes had worked two weeks in harvest and said that Battes was going to stay and work in harvest one week longer and Deponent understood McCambell to say that he had no objection.— he had seen Battes that evening Deponent had not heard McCampbell say aught against ~~McCampbell~~ Battes until after the quarrel between them but on the contrary had heard McCampbell speak of him as a good steady faithful hand. Battes continued to work for McCampbell until some time in October. Battes left McCampbell informed Deponent that he had had a difficulty with Battes. That Battes was carrying an armful of hoop poles into the shop. by ~~McCampbell~~ McCampbells order. That they had some dispute and he McCampbell thought Battes was a going to strike him with the the poles and he caught up a pole and struck Battes. and if Battes had not defended himself he should have broken his back
Some days after Deponent had a conversation with McCampbell in which McCampbell informed him that Battes have given him his note for something more than seven dollars for last time. Deponent answered that ~~McCampbell~~ & Battes did not know what he was about when he gave the note McCampbell answered I knew what I was about

David Mitchell 2nd

I Stephen Maynard a justice of the peace in and for the Township of Sharon and County of Franklin Ohio do hereby certify that the above named Edwin Andrews Margaret Mitchell and David Mitchell 2nd were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing a part by me and a part by A Hall by my direction and were taken at the time and place specified in the inclosed notice In testimony whereof I have hereunto set my hand this first day of July A.D. 1839 Stephen Maynard J.P.

John Battles
vs
Saml. McCampbell

Union Com. Pleas July Term 1839

damages	$23.00
costs	24.17
Writ	41

Collected upon Execution Oct 7th 1839 Thos Davidson Dep. for Mr Warner Shff of Madison Co.

Pay the bearer the amt. of costs in the above case to wit $24.58 & this shall be your voucher

Sept 30th 1840 James H. Gill Clerk

John Baltus

vs

Saml. McCampbell

In Common Court of C.P.

July 2 1858

Certiorari ~~for costs or reversal~~

The clerk will issue Fi Fa for costs or reversal

H Hall Atty

J N Pile Clerk

for Pltff

Civil/Domestic Case File

Case No. 1838-CV-0011

No. 38-CV-11

Union Common Pleas Court.

Josiah Westlake
Plaintiff,

AGAINST

Commissioners Union Co,
Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT
$125-00

Journal 2 Page 72

Record No. 3 Page 206

Ex. Doc. Page

Report on the
alteration in the
Newton State Road
April 7th. 1837

Report unfavor-
-able —

Filed April 20. 1838
James H. Gilliland Clk

Surveyed April 7th 1837 an alteration in the State Road leading from Maysville to Renton, under the direction of Levi Phelps Surveyor Gates & John Gamble Viewers and Samuel Westlake & Robert Westlake Chainmen all of whom were duly sworn after which we proceeded to survey said alteration Beginning in the Manson State Road where the County Road leading to Amerine mill intersects the same thence running with said Amerine Road N 51 W 140 poles to the east line of Ambrose Meeker line & in the line of Edward Dawson thence with said Dawson line N 7. 15 W 180 poles & marked a Sugartree for the first Mile Corner 320 poles Marked a Sugartree for the 2 one Mile Corner 320 poles to the line of the Renton State Road

Then proceed to survey the Renton State Road back to the beginning point to wit S 18 E two miles and twenty poles to the Manson State Road thence with said Road S 15 E 160 poles thence S 5 E 94 to the Beginning of the above alteration making the alteration 26 poles longer than the original Road

Samuel Westlake &
Robert Westlake Chainmen
Peyton B Smith Marker

Levi Phelps Surveyor

We the subscribers pursuant to an order to us directed proceeded on the 7th day of April 1837 to view a proposed Alteration in the State Road leading from Maysville to Renton after viewing the said proposed alteration as surveyed by Levi Phelps Surveyor a plat of which is hereunto annexed and after viewing the former located Road between the point of conjunction we were decidedly of opinion that said alteration would not conduce to the public benefit as the proposed alteration would make the road 26 poles longer and much worse ground

Simon Gates } Road
Jesse Westlake } Viewers
John Gamble }

Manson State Road

Commissioners Office
Lemon County ss } To Simon Gates Levi Phelps and John Gamble you are hereby Notified that you were appointed Viewers on a proposed alteration in the State Road leading from Maysville to Renton in the following manner, to wit, Beginning in said Road where the County Road to Amerines Mill on the north side of Mill Creek leaves the Manson State Road thence with said County Road until it intersects the line of Ambrose Meeker thence northwardly with said Meekers line & with the line of Dawson & Samo Causes with the lines of the Surveys until it intersects the said Renton State Road line & make Report to this Office as the Law requires

By Order the Board
Maysville March 6th 1837 } Levi Phelps Auditor of Lemon County

Union Common Pleas

Josiah Westlake

v.

Comrs. Union County

Order for review

& appraisement of

Damages

Filed Oct 26. 1838

Jas H. Gill Clk

OCT TERM 183 8

OCT TERM 183 8

Josiah Westlake
vs
Coms of U. Co

In this case it is ordered that Silas G. Strong Levi Phelps and Andrew Amrine go upon the premises of Josiah Westlake and view and appraise the damages sustained by said Westlake in consequence of the Kenton State Road having been located through the premises of the said Josiah Westlake and Report to this Court at their next Term

State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for said County do hereby certify that the above is taken and correctly copied from the Records of said Court at their July Term 1838

August 10th 1838

James H. Gill Clerk

In Obedience to an Order of the Court of Common pleas in & for the County of Union hereunto annexed, we the subscribers after being duly qualified, proceeded to the premises of Josiah WestLake & there carefully examined in what manner the State Road leading from Marysville in Union County to Kenton in Hardin County was located through said WestLakes premises, and after due deliberation, we would respectfully Report that we believe the damage sustained by said WestLake to one hundred and twenty five Dollars

October 25th 1838

Levi Phelps
S. G. Strong

Viewers

Fees
Levi Phelps seven one day ---- $1.00
Silas G Strong do do 1.00.

Report of
James Lannany &
Ambrose Meeker
on application
for Damages
sustained by
Josiah Westlake

Filed April 20th 1838
James H Greeblk

State of Ohio Union County ss

We the undersigned being called upon to view and appraise the damages sustained by Josiah Westlake in consequence of the Kenton State road having been located through the premises of said Westlake. proceeded to examine the said premises and upon our oaths do report. that the advantages derived from said State road will more than counterbalance the damages sustained and we think that Location of said road will enhance the value of said Westlakes property

December 4th 1843

James Jamany
Ambrose Meeker

Serva 1 Day Each $1.00 Each

Rec pay April 9th
Ambrose Meeker

Union Com Pleas

Josiah Westlake

v

The Commissioners

of Union County

Union Com Pleas

~~Appeal~~

Josiah Westlake

v

Comm. of Union Co.

~~State of Ohio~~

Filed April 20. 1835

James H. Gill Clk

Auditors Office March 6th 1837

This day Came Samuel Westlake and Presented a petition for an Alteration in the Kenton State Road in the following Manner to wit Alteration to Commence where the County road Commences on the Marion State road To Amos Mills Thence with the Line of said County road to the Line Ambrose Meekers Land; Thence with said Meekers line & the Line of Edward Dowes Survey Same course to Continue with James C Dynes Line Until it intersect the Kenton road Line Whereupon ~~the~~ Simon Gates Ira Phelps and John Gamble were appointed Viewers to Meet in the Town of Marysville at the House of Levi Phelps on the 1st Tuesday in April Next - Upon Which view the said Viewers Made on the 6th day of June 1837 an unfavorable Report Herewith Sent up And Thereupon Josiah Westlake Made application for Damages - Sustained by him by reason of the Location of said Kenton State Road Whereupon James January James C Dynes & Ambrose Meeker were appointed Appraisers - And after wards the said Appraisers to wit on the 4th December Made report In the words following to wit -

We the Undersigned being called upon to view and appraise the Damages sustained by Josiah Westlake In consequence of the Kenton State road Having been located through the premises of the said Westlake proceeded to Examine the premises And Upon Our Oaths do report That the Advantages derived from said State road Will More than counterbalance the Damages sustained and we think the Location of said Road Will Enhance the value of said Westlakes property

Dec 4th 1837 James January
Ambrose Meeker

And thereupon it is ordered that the application be Dismissed & that said Westlake pay the costs of this application & view

Whereupon the said Josiah Westlake gave notice of Appeal and Entered into bonds for costs

I Silas G Strong Auditor for Union County Certify the foregoing a true Transcript of all the proceeding in the Above Named Case which appears of record in the Office

Attest Silas G Strong Auditor
U C

Civil/Domestic Case File

Case No. 1838-CV-0012

No. 38-CU-12

Union Common Pleas Court.

Chris Wilber

Plaintiff,

AGAINST

Wm B Morse

Defendant.

OCT TERM, 183 8

JUD'G VS PLAINT'F

Journal 2 Page 64

Record No. 3 Page 186

Ex. Doc. Page

C. Wilber
vs
W. B. Morse

Plea

Filed Oct. 26. 1838
Jas. H. Gillett

Union Com Pleas April Term 1838

State of Ohio
Union County ss

Christopher Wilber Complains of William B Morse in a plea of assumpsit for that whereas the Defendant on the 16th day of February in the year 1837. at the County aforesaid made his promisory note in writing and then and there delivered the same to James W Evans and thereby promised to pay the said James W Evans or Bearer twenty dollars in Ten months after date which period has now Elapsed and the said James W Evans then and there Endorsed ~~delivered~~ the same to the said Christopher Wilber whereof the said William B Morse 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 Christopher Wilber according to the tenor and Effect thereof

also for that whereas the said Morse on the first day of September in the year 1837 at the County aforesaid was indebted to the said Wilber in the sum of twenty dollars for Money found to be due from the Deft to Plaintiff on an account then and there stated between them and whereas the Defendant afterwards 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 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 twenty five dollars and therefore he brings suit &c

By H B Lawrence
his atty

Civil/Domestic Case File

Case No. 1838-CV-0013

Civil/Domestic Case

1838-CV-0013

located with

Supreme Court Case

1839-SC-0010

Civil/Domestic Case File

Case No. 1838-CV-0014

No. 38-CV-14

Union Common Pleas Court.

Payton B Smith
Plaintiff,

AGAINST

John Turner
Defendant.

APR TERM. 1838

JUDGMENT VS DEFENDANT
$25-80 02

Journal 2 Page 6

Record No. 3 Page 122

Ex. Doc. 1 Page 123

Payton B Smith
+ Eli Sandy
vs
J & Deal
John Crum
Filed April 20 1858
J H Gillett

Cost bill made
Recorded

Hale

State of Ohio Union Co ss

In Union Common Pleas
April Term AD 1838

P B Smith & Eli Lively
complain of John Farner in a Plea of
assumpsit for that whereas on the 19th
day of April AD 1838 said Defendant
made his promissory note in writ
ing and delivered the same to the Plffs
whereby he promised to pay to said
Plffs Two hundred and Fifty Eight
Too dollars on demand yet the said
defendant although often requested hath
not paid said sum of money or
any part thereof but hath wholly
disregarded his promise to Plffs
damage five hundred dollars therefore
he sues &c.

A. Hall. Atty for
Plffs.

John Turner

3 Notes

Warrant of Atty

To P B Bennett &

Elm Sandy

For value Rec'd I promise to pay P B Smith & Eli Lundy or Bearer the Sum of Two hundred & Fifty Eight Dollars & Seven cents on demand

Apl 19th 1838 John Turner

I do hereby empower S F Kinney or any other Atty at Law in the State of Ohio to appear in any Court of Common Pleas in the state of Ohio at any Term of said Court and confess a judgment against me for the amount of said note and interest that shall then be due and to waive all error and benefit of appeal

Given under my hand & seal this 19th Apl 1838

John Turner (Seal)

Rec May 2nd 1838 no goods nor Chattles found
June 8th 1838 By order of A Hall Attorney
for Plaintiffs Served upon the undivided
half of in Lot No 47 and the undivided half of a house & ground in the
South West corner of Lot No 38 being 52 feet East &
West and 20 feet north and South and Appraised
the undivided half of No 47 at 375 dollars and the
house of Lot No 38 at 125 dollars by the Oaths
of Cyprian Lee Calvin Winget and Alexander
Pollard Proceed to set up written Advertisement
of the time and place of Sale the Plaintiffs
neglecting and refusing to advance
the money necessary for publishing
advertisement in a News Paper and
Plaintiffs informing Sheriff that it
was not their desire to have the
property offered to Sale
therefore no further proceeding
was had R Clark Sheriff

Lincoln Circuit, Plea
P. B. Smith & Co Lieng
vs
Ex fa
Mr Sawyer
Debt $ 256.00
Costs 7.05
Fees 55
263.60
Filed July 10, 1838
Ret. No. Lic Ofc

Serv 35
Ret 5
Cal Inquest 1.00
Loc Ret & Do 2.25
Appraisers 1.50
$5.15

No 25

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 20th day of April A. D. 183 8

Peyton B. Smith & Eli Lundy

recovered against John Turner

as well the sum of Two hundred and fifty eight dollars and Seven cents, for their damages, as the sum of $ 1.05½ 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 John Turner

you cause to be made the damages and costs aforesaid, with interest thereon from the 20th day of April A. D. 183 8, 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 P. B. Smith & Eli Lundy

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 2nd day of May A. D. 183 8

Attest:

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1838-CV-0015

No. 38-CV-15

Union Common Pleas Court.

John Gear

Plaintiff,

AGAINST

David Witter et al

Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT

5 00

Journal 12 Page 39

Record No. Page

Ex. Doc. Page

No Record

Union Com. Pleas

John Geer
v
David Miller &
Joshua Miller
Transcript

Filed April 21. 1838
James H. Gill Clk
cost bill made

Recorded

The State of Ohio Union County Paris township Justices Docket Entry

John Geer Plantiff
David Witter
Joshua Witter, Defendants

Damage $50.00

Justices cost

Summons	$0.16¼
Satisfac	0.10
Subpoenas	1.32¼
Swearing Wits	0.24
Judg	0 25
Bail	0 25
transcript	0 31¼
	$1.64¼

Constables cost $0.95

Witnesses

Jacob Potimore	0.50
Ebenezer Miles	0 50
Levi Phelps	0 50
Peter Snider	0 50
Henry Anders	0 50
Matthew Williams	0 50

Received my fees as Witness Ebenezer Miles

Recd .50 cents in full of my fee as witness in the above case M Williams

Trespass

April 3rd 1838 Summons issued to A. Marks constable Returnable on the 7th instant at 2 oclock P M on said day which was returned by said constable in due time endorsed served by Reading to Deffs on the 4th Day of this inst cons cost service and mileage 35 cents Subpoenas issued to A Marks constable for Jacob Potimore Levi Phelps Ebenezar Miles by order of plantiff Returnable on the 7th instant at 2 oclock P M on said day which was returned by said const in due time endorsed served by reading to Witnesses on the 4 Day of same instant service and mileage 46 cents April 7th 1838 Parties and witnesses attended by order of plantiff Subpoena issued to A Marks cons for Matthew Williams which was Returned by said constable endorsed served by Reading cons cost 15 cents Jacob Potimore Ebenezer Miles Peter Snider Levi Phelps Henry Anders Matthew Williams Were sworn and examined all but E. Miles was not called on to testify After hearing the testimony Judgment is Rendered against Defendants for the sume of ten dollars Damage and costs of suit It is therefore considered that the Plantiff Recover of the Defendants the sume of ten dollars Damage and costs of suit Deffs gave notice for an appeal

In the above suit of John Geer against David Witter and Joshua Witter I David Churchhill do acknowledge my self Bail for the Appellants in the sume of fifty dollars to be levied on my goods and Chattles lands and tenements in case the said Appellants shall fail to pay the Debt and costs and costs that may accrue in the court of common Pleas

David Churchhill

Taken signed and acknowledged before me this 12 Day of April 1838

James Toms - JP

John Geer
vs
D H Witter

Man

Filed April 26
1858
James H Gillelk

Union County ss Union Com Pleas April term 1838

John Geer
vs
David and
Joshua Witter

on appeal from the Docket of a Justice of the peace and thereupon John Geer Complains of Joshua Witter and David Witter in a plea of Trespass for that the said Defendants on the twenty first day of January in the year 1838 and on divers other days and times between that day and the day of the commencement of this suit at the County of Union aforesaid with force and arms cut down and destroyd the trees of the plaintiff to wit two ~~two~~ Black walnut trees one white oak tree three ashes one hiccory and one elm of the said John Geer of Great Value to wit of the value of fifty dollars then being and growing in and upon certain lands there situate and took and carried away the same and converted and disposed thereof to their own use to the damage of plaintiff fifty dollars and other injuries then and there did Also for that the said Defendants on the days and year aforesaid at the County aforesaid with force and arms took and carried away the goods and chattels to wit six Black walnut sawlogs six white oak sawlogs of the plaintiff then and there found being of great value to wit of the value fifty dollars and converted the same to the use of Defendants against the peace and to the damage of the plaintiff fifty dollars and thereupon he sues &c W. Lawrence atty for pltff

Union Com. Pleas

John Gear
vs
Subp
Jane D. Miller

Served by reading to L Phelps and by to the two andrews

R Clark Sheriff

Serv	37½
2 Copys	25
Mil	14
	1,7½

Filed July 13. 1838

J H Gill clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Thomas Andrews John Andrews and Levi Phelps

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 monday third day of next Term, to testify and the truth to speak on behalf of John Gear in a certain matter in controversy in our said Court depending: wherein the said John Gear is plaintiff, and John & David Miller defendants 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* 11th *day of* July *A. D.* 183 8

James H. Gill *Clerk.*

Union Com. Pleas

John Gear
vs
Subpoena
J. & D. Miller

Served upon Pattamer & Snider
by copy and by reading to
Service R Clark Sheriff
July 11th 1838

Serv	37½
2 Copys	25
Mil	35
	97½

Filed July 11. 1838
Jas H. Lee Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Jacob Parthemore Peter Sutter James Turner

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 monday third day of next Term, to testify and the truth to speak on behalf of John Gear in a certain matter in controversy in our said Court depending: wherein the said John Gear is plaintiff, and Joshua & David Miller 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* tenth *day of* July *A. D.* 183 8

James H Gill *Clerk.*

G. D. Willers
vs
John Geer } Plea

Filed June 29. 1838

James H. Gill Clerk

Joshua Witter & David Witter } Mercer Com pleas April Term 1838
vs } For Trespass
John Gear

And the said Defts come & defend & say that they are not guilty of any of the charges in the Declaration of the said John Gear in manner & form as he hath complained against them and of this they put themselves upon the Country and the said John Gear doth the like &c

By H B Cole atty for Defts

John. Gill

v.

David Witter

Joshua Witter

Bill of Particulars

Filed april 20. 1838

James H. Gill Clk

2.50
.75
16.44
20.94

John Geer
vs
David Witter
Joshua Witter

this suit is brot to recover double damages for cutting and carrying away timber on the land of plaintiff by Deft

to wit, one Blackoak value $5.00

one	Do	Do	5.00
one	Do	Do	5.00
one	white oak	Do	5.00
one	Do	Do	5.00
one	Do	Do	5.00
one	Ash	Do	5.00
one	Do	Do	5.00
one	hicory	Do	10.00

Gear v. Mitters

Filed July 11. 1838

Geo. H. Gill Clk

Lt Thomas Andrews and John Andrews and Levi Phelps attend as witnesses in the case of John Geer vs David Witter and Joshua Witter on behalf of pltff. W. Lawrence atty for pltff

Gear v Mitten

Filed July 10. 1838

Jas. H. Gill Clk

Marysville July 9. 1838

Set Jacob Rarthemore Peter Snyder James Turner
appear on behalf of Plff in the case of John
Deer vs S & D Miller W B Lawrence acts for Plff
Clk Com Pleas
U Co

Civil/Domestic Case File

Case No. 1838-CV-0016

No. 38-CV-16

Union Common Pleas Court.

Cyprian Lee et al
Plaintiff,

AGAINST

Henry Swartz & Co
Defendant.

JUL TERM, 1838

JUDGMENT VS DEFENDANT
$135 25

Journal 2 Page 31

Record No. 3 Page 160

Ex. Doc. 1 Page 136

C Lee et al

v praecipe

Henry Swartz et al

Filed Apl 21. 1838

D H Gill Clk

Cyrian Lee Heman Baldwin and Marius Watson under the style of Lee Baldwin & C
vs
Henry Swarts and John H Brookins under the style and name of
Henry Swarts & Co

Union Com Pleas April term 1838.
in Assumpsit Damages $200.00

issue Summons returnable forthwith endorse Suit Brot on note of hand given by Defts to Plaintiff on the 11th day of January 1837. for one hundred and fifty dollars and forty six dollars nine cents dated as aforesaid and due six months after date also for goods sold and delivered &c

Clk Com P Union Co

W B Lawrence
Atty for Plffs

Suit Brot on note of hand given by defts to Plaintiffs on the 11th day of January 1837 for One hundred and Forty five Dollars mentioned dated as aforesaid and due two months after date also for Goods sold and delivered &c. Wm Lamden atty for Pltffs

Clk Com Pl Mr Co

Union Com pleas

C Lee Herman Baldwin & Means Wason

vs Summons

Henry Swartz & Jno P Brookins

Served by delivering Certified Copys to each Defendants April 21st R Clark Sheriff

Filed April 11. 1838

James H Gill Clk

Cost bill made

Recorded

Serv — 55
Mil — 75
2 Copys — 30
$1,60

R Clark Sheriff

State of Ohio Union County ss

To the Sheriff of Said County Greeting)
We Command you to Summon Henry Swartz trading under the Style of Henry Swartz & Co and Jno P. Brookins to appear Forthwith before our Court of Common Pleas at the Court House in Said County to Answer unto Cyprian Lee Herman Baldwin & Marus Mason trading under the style of Lee Baldwin & Co in a plea of Assumpsit Damages two hundred Dollars And have you then there this Writ Witness J H Gill Clerk of Said Court this 21 day of April AD 1838

J H Gill Clerk

Lee Baldwin & Co
vs
Henry Swartz & al

Ca

Filed April 26. 1838
James A. Gee Clk

135.25

Memphis Tennessee January 11th 1837

Sixty days after date we or either of us promise to pay Lee Baldwin & Co or order One hundred and forty dollars Negro Cash Value Received

Henry Swartz and Co

Henry Swartz
& Co

$146.09

Received on the within note
Two Dollars
and thirty
nine cents
Aug 5 1837
C Le Gro

146
73
7
511
57

51.11
19.38
31.73
73
2.46
10
.56
.68
24

2.39
19.38

135.25

Received on the within note 105.6 dus
Allowing a 716 cent Bitter ale less Eight
cents March 5th 1838 Dr Cort 18

$16.99

Union County Ss) Union Common Pleas April Term 1888

Cyprian Lee Heman Baldwin and Marius Wasson partners in trade under the name of Lee, Baldwin & Co Complain of Henry Swarts and John P Brookins in a plea of assumpsit for that whereas on the eleventh day of January 1837 at the County aforesaid the said Henry Swarts and John P. Brookins were partners in trade under the name of Henry Swarts & Co and so being partners the said Henry Swarts and John P Brookins on the eleventh day of January in the year one thousand eight hundred and thirty seven at the County aforesaid made a certain promissory note in writing and delivered the same to the said plaintiffs and thereby under the name of the said firm of Henry Swarts & Co promised to pay the said plaintiffs by the name of their said firm of Lee Baldwin & Co one hundred and forty ~~dollars~~ six dollars and nine cents six months after date thereof which period has now elapsed and the said Henry Swarts and John P Brookins under the name of the said firm of Henry Swarts & Co then and there in consideration of the premises promised to pay the amount of said note to the said plaintiffs by the name of their said firm of Lee Baldwin & Co according to the tenor and effect thereof Also for that whereas the said defendants partners as aforesaid under the name of Henry Swarts & Co on the day and year aforesaid at the County aforesaid were indebted to the plaintiffs aforesd under the name of Lee Baldwin & Co ~~then~~ in the sum of one hundred and and fifty dollars for the price and value of goods then and there sold and delivered by the plaintiffs under the name of said firm aforesaid to the defendants under the name of said firm aforesaid at his request

And whereas the defendants afterwards to wit on the day and year aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiffs under the name of Lee Baldwin & Co on request yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff two hundred dollars and therefore they bring suit &c

W B Lawrence his atty

Union Common Pleas

Lee Baldwin and Company

vs

Henry Swarts & Company

Judgt	$ 135.25
Costs	9.95½
mit	35
	$145.55½

Filed Oct 26. 1838

Jas. H. Gill Clk

Serv	35
Mit	1,50
Found	90
	2,95

Rec'd Sept 19th 1838

Sept 22 Rec'd thirty dollars

Oct 19th Rec'd fifteen dollars

no more money must be

E O Cadwallader

Sept 24th 1838 Rec'd thirty dollars of Henry Swarts

Lee Baldwin & Co

By W. Neal

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 thirteenth day of July A. D. 1838 Cyprian Lee Herman Baldwin and Mains Watson under the name and firm of Lee Baldwin and Company recovered against Henry Swarts and John P. Brookins

as well the sum of one hundred and thirty five dollars and twenty five cents, for their damages, as the sum of $ 9. 95½ 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 Henry Swarts and John P. Brookins

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 Lee Baldwin & Company

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 18th day of Sept A. D. 1838

Attest: James H. Gill Clerk.

Union Common Pleas

Lee Baldwin & Co.

vs } No 30

Henry Swartz and
John P. Brockins

Damages	$ 135.25
Costs	9.95½
Increase	15.91½
Writ	35

Credit Sept 22. 1838		$30.00
" Oct 19. "		15.00
Feb. 23	739	37.00

Serv	55
Not Ads	2.25
not " "	2.25
	$5.05

Filed May 11th 1840
Saml W. Gill Clk.

And for a 30th plea to the action the defendants say that they ought not to be charged as bailees

Wm Cook 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. 1838 Leo Baldwin & Co recovered against Henry Swarts & John P. Brockins

as well the sum of one hundred and thirty five dollars and twenty five cents, for their damages, as the sum of $2.95 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 Swarts & Brockins which you hold by virtue of a former levy 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 $15.91 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 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 30th
day of Jany. A. D. 1840

ATTEST: James H. Gill Clerk.

Lee. Baldwin & Co
vs
H. Swaits & J. T. Brookens

Judgt	$	135.25
costs		9.95½
increase		3.10
writ		35
Filed Apl. 24. 1839		148.75½

James H. Gill clk

Crs.

		3.30
Sept 22. 1838.	$30.00	12.61½
		15.91½
Oct 19. "	15.00	

Serv	55
2 Levys	70
Inquest	1,00
Mil	75
Copy App	15
App fees	1,50
Adv goods	1,87½
Mil to sell goods	75
Pt Adv	2,00
6 mil Adv	2,25
	74
~~Two Days~~ ~~Mil to sell~~	~~76~~
	$12,26½
	.35
	12.61½

Filed July 8th 1840
No 9 Jas. H. Gill clk

Rec'd Nov 6th 1838
Jan 3d 1839 Proceeded to levy upon one Cook Stove pipe & apparatus one two year old Horse Colt no more goods found Same day levied ~~[illegible]~~ ~~[illegible]~~ levied upon in Lots No 9 & 10 in the Town of Richmond and Appraised the same by the oaths of Wm Phillips Nathan Richardson & Alx Douglass at $200,00 — Advertised goods to sell on the 23d day of Feb Feb 23d offered property agreeable to Adv sold Horse to Hugh Stevens for $21 dollars and Stove to David Hauk for 16 dollars being the highest and best Bids.
Advertised Lots to sell on the 4th of March.
March 4th 1839 offered the Lots for sale agreeable to advertisement and found no Bidders

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 13th day of July A. D. 1838

Lee Baldwin & Co

recovered against Henry Swarts & John P. Brookins

as well the sum of One hundred and thirty five dollars and twenty five cents, for their damages, as the sum of $ 9.95 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 Henry Swarts & John P. Brookins

you cause to be made the damages and costs aforesaid, with interest thereon from the Nineteenth day of July A. D. 1838, 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 Lee Baldwin & Co

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

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this 5th
day of November A. D. 1838

Attest: Jas H. Gill Clerk.

Rec'd at Marysville & Sent Lee & Co

Lee Baldwin & Co
vs
Swarts Brackens

in Union Common Pleas
Clerk issue Execution in
this Case forthwith

Nov 1st 1858

C Lee & Co

Civil/Domestic Case File

Case No. 1838-CV-0017

No. 38-CU-17

Union Common Pleas Court

Stephen L. Miller
Plaintiff,

against

Stephen McLain
Defendant.

JUL TERM. 1838

Judg. Ex. Deft.
$475 82/100

Journal 2 Page 42

Record No. 3 Page 175

Ex. Doc. 1 Page 135

Union Commonpleas

Stephen L. Miller

vs } Trespass
} Case

Stephen McLean

Filed Apl 21 1838
J. W. Gill Clk

McBlearney Atty

Union Common Pleas 1858

Stephen L Miller
vs
Stephen McLean

Case Damages $1500.00

Upon a summons returnable forthwith & Endorsed "Hereunto is taught to recover the Principal & Interest due on Two Promissory Notes given by the Defendant to the Plaintiff one for $292.61 Cts bearing date 21st Sept 1857 payable 7th Dec 1857. Also one note for $165.36 bearing date 17th Nov 1857 due Ten days after date also to recover the sum of $550.00 for Money paid by the Plaintiff to Messrs Dorrance Guy Hamde Gibson Lad for the use of the Defendant & for Money paid for Defts use &c

21st April 1858

J H Gill Clk

Moses Bloomer Plffs
Atty

This Suit is Brot to Recover the principal and interest due on two promissory notes Given by the Defendants to the Pltffs one for $292.61 bearing date 21 Sept 1837. payable 7 decr 1837. Also one note for $165.36 bearing date 7 Nov 1837. due ten days after date also to recover the Sum of $550.00 for Money paid by the pltff to Mrs Dorinus Suydam & Nixon & for the use of the Defendant & for Money paid for Defts use &c &c Moses B Crowell Pltffs atty

Union Common Pleas
Stephen L. Miller
vs
Stephen McClain
Filed April 21, 1838
James A. Gilliec Clk

Served by Copy Leaving
R Clark Shdy
Fee — 35
Mile — 5
Copy — 15
35

State of Ohio Marion County, ss

To the Sheriff of said County Greeting

We Commaud you to Summons Stephen McSain to appear before our Court of Common Pleas at the Court House in Marysville Forthwith to answer unto Stephen Miller in a plea of the Case Damn. 15.00,,00 and have you then this Writ Witness D A Gill Clk of said Court this 21 day of April AD 1838 D A Gill Clerk

Union Common Pleas

Stephen J. Miller

vs } Declaration in
} Case

Stephen McLean

Filed June 4. 1838

James H. Gill Clerk

Cost bill made

McKennan Atty

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 } ss

Stephen Ott Lean late of the County of Union & State of Ohio was summoned to answer unto Stephen L Miller in a Plea of Trespass on the case &c And thereupon the said Plaintiff by Myers & Kennedy his attorney complains that whereas the said Defendant on the Twenty first day of September in the year of our Lord Eighteen Hundred & Thirty seven at Urbana Town of Union County aforesaid made his Certain note in writing commonly called a promissory note his own proper hand writing being thereto signed & thereby promised to pay to the order of Stephen L Miller Two hundred & ninety two Dollars & Sixty one Cents to be paid on or before the seventh day of December next ensuing the date of the said promissory note at the office of Deposit & Deposit of the Urbana Banking Company at Urbana for Value received by him the said Stephen Ott Lean & then & there delivered the said note to the said Plaintiff whereby & by reason whereof & by force of the statute in such case made & provided the said Defendant became liable to pay to the said Plaintiff the said sum of Money mentioned in the said note according to the Tenor & effect of the said note & being so liable he the said Defendant in Consideration thereof afterwards Towit on the same day & year aforesaid at the place aforesaid undertook & faithfully promised the said Plaintiff to pay him the said sum of Money mentioned in the said note according to the Tenor & effect of the said note. And whereas the said Defendant afterwards Towit on the seventeenth day of November in the year of our Lord Eighteen Hundred & Thirty seven at Union County aforesaid made his other Certain note in writing commonly called a promissory note his own proper hand writing being thereto signed & thereby Ten days after the date thereof promised to pay Stephen L Miller one hundred & Sixty five Dollars & Thirty five Cents for Value received by him the said Defendant and then & there delivered the said note to the said Plaintiff whereby & by reason whereof & by force of the statute in such case made & provided the said Defendant became liable to pay to the said Plaintiff the said sum of Money mentioned in the said note according to the Tenor & effect of the said note and being so liable he the said Defendant in Consideration thereof afterwards Towit on the same day & year aforesaid at the County aforesaid undertook & faithfully promised the said Plaintiff to pay him the said sum of Money mentioned in the said note according to the Tenor & effect of the said note. And whereas also the said Defendant afterwards Towit on the same day & year aforesaid at the County aforesaid was indebted to the Plaintiff in the further sum of Three hundred & five Dollars & Sixty one Cents for so much Money by the said Plaintiff before that

time paid to the firm of Kilgour Taylor & Company Merchants of the City of Cincinnati & for the use of the said Defendant & at his special instance & request & being so indebted he the said Defendant in Consideration thereof afterwards Said on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said last mentioned sum of Money when he should be thereto afterwards requested - And whereas also the said Defendant afterwards Said on the same day & year aforesaid at the County aforesaid was indebted to the said Plaintiff in the further sum of Three hundred Dollars for so much Money by the said Plaintiff before that time paid to D & J M. Gwynne Merchants of the Firm of Urbana to & for the use of the said Defendant & at his special instance & request & being so indebted he the said Defendant in Consideration thereof afterwards said on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said last mentioned sum of Money when he should be thereto afterwards requested

× And whereas also the said Defendant afterwards said on the same day and year aforesaid at the County aforesaid was indebted to the said Defendant in another sum of one thousand Dollars for so much Money by the said Plaintiff before that time paid to the President & Directors of the Urbana Banking Company to & for the use of the said Defendant & at his like special instance & request & being so indebted he the said Defendant in Consideration thereof afterwards said on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said last mentioned sum of Money when he should be thereto afterwards requested - and whereas also the said Defendant afterwards said on the same day & year aforesaid at the County aforesaid was indebted to the said Plaintiff in another sum of fifteen hundred Dollars for so much Money by the said Plaintiff before that time paid said rent & expenses to & for the use of the said Defendant & at his like special instance & request & being so indebted he the said Defendant in Consideration thereof afterwards said on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said last mentioned sum of Money when he should be thereto afterwards requested. and whereas also the said Defendant afterwards said on the same day & year aforesaid at the County aforesaid was indebted to the said Plaintiff in another sum of fifteen hundred Dollars for so much Money by the said Plaintiff before that time lent & advanced to the said Defendant at his special instance & request

and being so indebted he the said Defendant in Consideration thereof afterwards Scilicet on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said last mentioned sum of Money when he should be thereto afterwards requested And whereas also the said Defendant afterwards Scilicet on the same day & year aforesaid at the County aforesaid was indebted to the said Plaintiff in another sum of fifteen hundred Dollars for so much Money by the said Defendant before that time had & received to his use of the said Plaintiff & being so indebted he the said Defendant in Consideration thereof afterwards scilicet on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said last mentioned sum of Money when he should be thereto afterwards requested And nevertheless the said Defendant altho often requested the said several sums of Money to him the said Plaintiff hath not yet rendered or paid nor any part thereof but the said sums of Money or either of them or any part of either of them to pay to him the said Plaintiff he the said Defendant hath hitherto wholly refused & still doth refuse to the Damage of the said Plaintiff in the sum of fifteen hundred Dollars & therefore he sues &c

Adams & Carmin Plffs Atty

Brian Cunningham

v.

Stephen McGinn

Ads

Stephen Miller

Plea

Filed July 13. 1838

Jas. H. Gill Clk

Union Com Pleas

April Term AD 1838

Stephen McLain
vs
Stephen Miller

And the said Defendant comes and defends &c and says that he did not assume and promise to pay in manner and form as the said Plaintiff hath declared against him and of this he puts himself upon the Country and the said Plaintiff doth the like

J. F. Kinney
Defts Atty

Recd. Thirty Dollars on
the within note of C. Horton
as Cr. on his note S L. Miller
Apl 17 1838

$165.36 Ten days after date I promise to pay Stephen L. Miller one hundred and sixty five dollars and 36/100 for value rec'd Nov 17. 1837.

Stephen McLain

Rec'd on the within of Stephen L Miller
One hundred & thirty dollars Feby 23d 1838 $130.00
$130.00 D. F. W. Gwynne

Rec'd on the within of Stephen L Miller
Ninety Four dollars Feby 25 1838 $94.00
D. F. W. Gwynne

Rec'd on the within of Stephen L Miller
Seventy One dollars Ninety cts March 10 1838
D. F. W. Gwynne $71.90

Stephen L. Miller

Stephen L Miller Acct Sales
7/10 Cos

132

Urbana 21st September 1837

$292.61/100

On or before the 7th December next I promise to pay to the order of Stephen L Miller Two hundred Ninety Two Dollars sixty one cents at the office of discount & deposit of the Urbana Banking Company at Urbana for value received

Stephen McLain

E

Lot 25 & 26 in said Town of Chillicothe beginning at a stake in the corner of said lot 26 fronting the South side of Paint Street 4 feet thence north 4 feet to the north line of said lot thence to the south to the beginning to the north side of Paint Street thence by the order of Court and appraisement thereof and James Carey et al 1200 dollars Chillicothe Ohio and James Carey the 27th day of October and adjudged to sell on the 27th day of October and the same appraised to administrator and found not below

C Clark Attorney

Union Common Pleas

Stephen L Miller
vs
Stephen McLain

Judgt	$475.82
Costs	10 63½
Int	35
	$486.80½

Serv	35
Leng	35
Mil	5
Inquest	100
Not Adv	200
Ret Adv	225
Ment Adv	150
Appr fees	$7,50
Copy Appr	15
	$7,65

Filed Oct 27, 1838
Jas H Lee 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 the town of Marysville on the Thirteenth day of July A. D. 1838

Stephen L. Miller

recovered against Stephen McLain

as well the sum of Four hundred and Seventy five dollars and Eighty two cents, for his damages, as the sum of $10. 63½ 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 Stephen McLain

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 Stephen L. Miller

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

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

Attest: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1838-CV-0018

No. 38-CV-18

Union Common Pleas Court.

John Humphreys
Plaintiff,

AGAINST

Stephen M Lacro et al
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT
$1042

Journal 2 Page 28

Record No. 3 Page 172

Ex. Doc. 1 Page 134

Union Common Pleas

John Humphreys

vs Trial per m
do to

Stephen McGrant

John Park

Filed Oct 21 1838

H Geddes Clk

W B Barcum Atty

Union County Ohio 1838

John Humphreys
by
Stephen McLean &
John York

Debt $102.67 Cts
Damage $50.00

Upon a summons returnable forthwith
& Endorsed "This suit is brought to recover the
Principal & Interest due on a note under
seal given by the Defts to the Plaintiff for $102.67
bearing date 15th Nov 1837 & due 1st April 1838"

Allowed B. Carman Dep Sheriff

2nd April 1838
J. H. Lytle Clk

This Suit is Brought to recover the principal and interest due on a note under Seal given by the Defendants to the Pltff for $102. 67 bearing date 15 Mar 1837. due 1 April 1838 Moses B Cowin Pltffs atty

Union Com pleas

John Humphreys

Debt

Lafayette McLain &

Jno Parks

Send by Delivery

Certified Copys

to each

R Clark Sheriff

Serv — 55

Mile — 30

2 Copys — 30

$1.15

Filed April 21. 1838

James H. Gill Clk

Cost bill made

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We Command you to summon Stephen McCann and John Park to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County ~~on the~~ forthwith to answer unto John Humphreys in a plea of Debt One hundred and two Dollars & Eighty Seven cents ~~Debt~~ Eighty Dollars damages and have you then there this writ Witness D H Gill Clerk of said Court this 21 day of April AD 1858

D H Gill Clk

Union Common Pleas

John Humphreys
vs Declaration in
Debt
Stephen M'Leans &
John York

Filed June 4. 1838
James H. Gill Clerk

M'Kean & Kennedy Attys

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 } ss

Stephen McLean & John York late of the County of Union & State of Ohio were summoned to answer unto John Humphreys in a plea that they render unto the said Plaintiff the sum of one hundred & two Dollars & sixty seven cents which they owe to & unjustly detain from him &c and thereupon the said Plaintiff by Closes & Carmin his Attorney saith that whereas the said Defendants on the fifteenth day of November in the year of our Lord Eighteen hundred & thirty seven at Union County aforesaid made their certain writing obligatory sealed with their seals & to the Court now here shown the date of which is on the same day & year aforesaid & thereby promised to pay John Humphreys or order one hundred & two Dollars & sixty seven cents to be paid on or before the first day of April then next ensuing the date of the said Writing obligatory for value received when they the said Defendants should be thereto afterwards requested & were thereof the said Defendants afterwards requested the said sum of one hundred & two Dollars & sixty seven cents to ~~them the~~ him the said Plaintiff ~~have~~ not yet rendered or paid nor any part thereof but the same to pay or any part thereof to him the said Plaintiff they the said Defendants have hitherto wholly refused & still do refuse to the Damage of the said Plaintiff in the sum of fifty Dollars & therefore he brings suit &c

Closes & Carmin Plff's Atty

Union Common Pleas

John Humphreys

vs

Stephen McLain and

John Park

Judgt debt	$102.67
Dam.	7.54
Costs	9.52½
writ	35
	$114.08½

Filed Oct 26. 1838

Jno H Gillette

Rec'd Apl 19th 1838 satisfaction piece and discharged

Apl 25th 1838 Entered satisfied

as Prosecutor Jacob

Clark Merrill

Atty

Fees 5.75

Atd 2.25

80

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 John Humphreys

recovered against Stephen McLain and John Park

as well the sum of one hundred two dollars 67 cts debt and one dollar and fifty four cents, for his damages, as the sum of $ 9.52½ 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 Stephen McLain and John Park

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 John Humphreys

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

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

Attest:

James H. Gill Clerk.

Union Common Pleas.

John Humphreys
vs.
Stephen M'Lain & John Park.

Debt,	$102.67
Damages,	1.54
Costs,	9.52½
Increase,	1.15
This writ,	0.41

Recd this writ June 7. 1843
No property found whereon to levy. July 1st 1843.
Wm M. Steele Sheff

Ser	35
Mile	35
	70

Filed July 1st 1843.
John Capil 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 13th day of July — A. D., 1838, John Humphreys

recovered against Stephen M'Lain and John Park,

as well the sum of one hundred and two dollars ~~Debt~~, and 67 cts. Debt, & $1 dollar and fifty four — cents, for his damages, as the sum of $ 9. 52½ 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 Stephen M'Lain and John Park,

you cause to be made the Debt, damages and costs aforesaid with interest thereon from the 13th day of July, ——— A. D., 1838, until paid. Also, the sum of $ 1. 13 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 John Humphreys.

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 24th day of May, A. D., 1843.

Attest; John Cassil, CLERK.

Civil/Domestic Case File

Case No. 1838-CV-0019

No. 38-CV-19

Union Common Pleas Court.

John Gray admr
Plaintiff,

AGAINST

Norman Chapman
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT
$22221

Journal 2 Page 38

Record No. 3 Page 171

Ex. Doc. Page

Joseph Gary admr

v

precipe

Norman Chapman

Filed Apl 21. 1838

L H Gill clk

Attorney for defendant I waive service of process and enter his appearance to this suit —

J B Clarence

Deft's atty

State of Ohio Union County ss.
Court of Com. Pleas

Joseph Gray
Administrator of
Gray Gray
(dec'd)
vs
Norman Chipman

The clerk will please issue a summons returnable forthwith — in a plea of the case Le. Dam. $300 —
Endors Sist bent. to recover amt. of dept. note to pl'ffs. intestate for 198.18 dated July 7. 1836 due on demand — on which appears to be due principle & int.

April 21. 1838 —

Hamilton & Gray
Atty —

Union Com. Pleas

Jos. Gary admr.

vs.

N. Chipman

Filed April 21. 1838

James H. Gill Clk

Det.

The State of Ohio Union County ss.

Court of Common Pleas —

Norman Chipman was summoned to answer Joseph Gary administrator of Gray Gary dec.d in a plea of the case &c.

And thereupon the plaintiff by Hamilton & Young his attorneys complains for that whereas the defendant on the 9th. day of July A.D. 1836 at ~~Jerusalem (to wit)~~ the County aforesaid made his promissory note in writing and delivered the same to the said Gray Gary and thereby promised to pay to said Gray Gary or bearer one hundred & ninety eight dollars & eighteen cents ($198.18) on demand, & dept. then & there in consideration of the premises promised to pay the amt. of said note to the said Gray Gary according to the tenor & effect thereof — And since the death of Gray Gary dept. promised to pay said money to pltff. as administrator as aforesd.

And whereas also dept. afterwards on the 1st day of April A.D. 1838 at the County aforesaid indebted to the said ~~Gray Gary~~ pltff. in the sum of $300. for money then & there received by ~~pltff.~~ dept. for the use of pltff. as administrator as aforesaid —

Yet the dept. has disregarded his promises and has not paid said sum of money to the said Gray Gary nor to the pltff. as his administrator or any part thereof to pltff. damage $300. & therefore he sues &c.

N. Schiffmann
note

~~22.70~~

$222.21

Norman
Schiffmann's
Note 1818

on demand I promise to pay Gray Gary or bearer one Hundred and ninety eight Dollars and eighteen cents for value Received Lewis burgh July 9th 1836

Norman Chipman

Suit Brot to Recover amt. of Deft note to Pltff in Lendon
for $198.18 dated July 9. 1836 due on demand on which
appears to be due principal & Int
Apl 21, 1838 Hamilton & Mung. atty

Minor Com pleas

John Gary admr
of Gray Gary

vs Case

Norman Chipman
Filed April 21. 1838
James H. Gill C.C.

As atty & for defendant
I wave service of process
and enter his appearance
to this Suit
W. C. Spencer
Defs atty

Cost bill made

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to Summon Norman Chipman to appear before our Court of Common Pleas at the Court House in Marysville Forthwith to Answer unto Joseph Gary Administrator of Gray Gary in a plea of the Case Damages Three hundred ~~and Ninety~~ dollars and have you then there this writ

Witness D H Gill Clk of Said Court this 21 April 1838

D H Gill Clk

Isabella Garey Admr.
of Gray Garey
vs
Norman Chipman

Union Com. Pla.

In this case in which judgt. was had at the last term of this court will issue execution immediately.

Oct. 26, 1838.

Hamilton Young
Attys. for Plff.

Civil/Domestic Case File

Case No. 1838-CV-0020

No. 38-CU-20

Union Common Pleas Court.

William L Casey Plaintiff,

AGAINST

John Darkin Defendant.

JUL TERM. 1839

JUD'G VS PLAINT'F

Journal 2 Page 131

Record No. 3 Page 260

Ex. Doc. Page

Suit Brot on a note of hand Given by defendant to Plaintiff for One hundred ~~Dollars~~ and thirty dollars with interest dated Oct 1. 1836 and payable one year After date thereof Also for Goods sold and delivd money had and Recd Money paid Lent Acct stated &c &c

D M Andrews atty for Pltff

Minor Common pleas

Apr 21. 1838

Minor Com pleas

William P Casey

vs

Attachment

John Dakin

Issued by command

Clerk Thos Hoff

Serv — 75

Mileage — 20

Copy — 50

Filed Apric 21. 1838

James H. Lee Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to summons John Dakin to appear Before our Court of Com Pleas at the Court House in Marysville Forthwith to answer unto William T Casey in a plea of Assumpsit Damn Three hundred Dollars and have you then there this writ

Witness D H Gill Clk of said Court this 21 April 1838

D H Gill Clk

Mr L Casey

To Inquire

John Baker

Filed 9 Jul 21 1888

[illegible] Clk

William L. Casey
vs
Wm Dakin

In Assumpsit Dam. 300 dollars.

Upon a summons returnable forthwith endorsed suit brought on note of hand given by defendant to plaintiff for one hundred and thirty dollars with interest dated Oct. 1st 1858 and payable one year after the date thereof. Also for goods sold & delivered, money lent and rec.d money paid, int. acc.t stated &c &c."

I W Shelling
Atty for Pltff.

To Clerk of Univ. Com. Pleas
April 21st 1858.

Civil/Domestic Case File

Case No. 1838-CV-0021

No. 38-CV-21

Union Common Pleas Court.

William L Casey
Plaintiff,

AGAINST

Samuel M Cameron
Defendant.

JUL TERM 1839

Non Suited

Journal 2 Page 131

Record No. 3 Page 260

Ex. Doc. Page

Filed apric 20 1838
James H Price Clk

William L. Casey
vs
Samuel M. Cameron

In Assumpsit Dam 300 Dollars –

Issue a summons returnable forthwith – Inducement brought on note of hand given by the defendant to plaintiff for one hundred dollars with interest dated Jany 13th 1836 & payable two years from ~~date~~ the 1st day of April AD 1836 – Also for goods sold & delivered, money lent, money had & rec^d, money paid, acc^t stated &c &c –"

I. N. Andrews
Atty for Plff

To Clerk of Union Com Pleas
April 21st 1838 –

Union Com. Pleas

William L. Casey

v

Samuel M. Cannon

Suit Brot on note of hand given by Deft to Pltff for One hundred Dollars with Interest dated May 13th 1836 and payable one year from the first day of April 1836 Also for goods sold and delivered money lent money had & recd money paid &c &c

J. M. Andrews
Atty for Pltff

Served by Copy
Delivered
R. Clark Sheriff
Serv — 35
Alt — 50
Copy — 15
100

I do hereby authorize Levi Phillips to serve return the within writ — R. Clark Sheriff

Filed April 21. 1838
James H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon
Samuel M. Cameron to appear before
our Court of Com Pleas forthwith to
answer unto William L ~~Cassly~~ Casey in a
plea of Assumpsit Damages 300$ and have you
then there this writ.

Witness James H Gee Clerk of the Court
of Com Pleas in and for said County this 21st day
of April 1838

James H. Gee Clk

Civil/Domestic Case File

Case No. 1838-CV-0022

No. 38-CV-22

Union Common Pleas Court.

Henry Warner
Plaintiff,

AGAINST

Herman Baldwin et al
Defendant.

APR TERM, 1838

JUDGMENT VS DEFENDANT
$256 73

Journal 7 Page 22

Record No. 8 Page 121

Ex. Doc. 1 Page 24

Henry Warner
vs Decd
Hiram Baldwin
P B Smith et al

Filed April 21. 1838
James H. Gill Clk
Cost bill made &
Recorded

Hall per
Pltff

State of Ohio }
Union Co ss } In Union Common Pleas Apl Term
AD 1838

Henry Warner complains of Heman Baldwin William Thompson & B Smith & Samuel Bradford in a Plea of Debt for that whereas on the 19th day of September AD 1837 the said Defendants made their promissory note in writing sealed with their seals (& now to the Court here shown the date whereof is the day & year last aforesaid) and delivered the same to the said Pltff whereby they promised to pay to the said Pltff or Bearer the sum of Two hundred & Forty Seven 98/100 Dollars one day after date thereof which period has now elapsed Yet the said Defendants have not paid the said sum nor any part thereof to the damage of said Pltff Three hundred dollars & therefore he brings suit &c

A. Hall Pltffs
Atty

Wm Thos. P. B Smith
H Baldwin &
Saml Bradford
Lo & Audgt. Bond
Henry Warner

One day after date for value Recd we or either of us promise to pay Henry Warner or Bearer the sum of Two hundred & forty seven 93/100 Dollars

Seman Baldwin (Seal)

Sept 19th 1837. William Thorp (Seal)

J B Smith

Saml Bradford (Seal)

To P. B. Cole Esq or any other Attorney of Record in the State of Ohio

These are to authorise you or any of you to appear in any court of record in the State of Ohio and waive the issueing & service of process and confess a judgment against us or either of us in favour of Henry Warner for the sum of Two hundred & forty seven 93/100 Dollars with interest after the same becomes due

If the said sum is not & these presents to be recalled on or before the first day of the Spring Term of the Court of Common Pleas in & for the County of Union & State aforesaid and thereupon to release all error and waive all right & benefit of appeal in my behalf

Seman Baldwin (Seal)

Dated this 19th Sept 1837 William Thorp (Seal)

J B Smith (Seal)

Saml Bradford (Seal)

Judgt 256

$256.60

Recd June 2nd 1838

June 12th 1838 Recd $250.00

July 13th " " Recd 18.00

no more money made

R Clark Sheriff

Money Made in full R Clark Sheriff

June 22nd 1838 Recd of R Clark Sheriff two hundred and forty dollars upon the within

Sept 24th 1838 Recd $23.20. Debt &

Do Fees in full A Hall Atty for Pltff & Pltff

A Hall Atty for

Union Common Plea

Henry Mamus
vs
Norman Baldwin et al

Judgt Debt 241.13
Dam. 4.50
Costs 7.05½
Mil 35
$264.13½

Serv 95
Mil 4
Pd Paindage 4.00
$6.00

Filed Dec 4th 1838
Justin Lile 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 the Town of Marysville on the 20th day of April A.D. 1838. Henry Warner recovered against Heman Baldwin William Sharp P. B. Smith and Samuel Bradford as well the sum of Two hundred and forty seven Dollars and ninety three cents for his Debt and eight Dollars and eighty cents for his damages as the sum of $7.15½ 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 Heman Baldwin William Sharp P.B. Smith and Samuel Bradford you cause to be made the debt damages & costs aforesaid with interest thereon from the 20th day of April 1838 until paid 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 Warner. Herof 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 25th day of May A.D. 1838

James H Gill Clerk

Civil/Domestic Case File

Case No. 1838-CV-0023

No. 38-CV-23

Union Common Pleas Court.

Ira Clark

Plaintiff,

AGAINST

Madison Lee,

Defendant.

OCT TERM 1838

Settled & Withdrawn

Journal 2 Page 64

Record No. No Record. Page

Ex. Doc. Page

Plaintiff's Witness Elijah Bigelow's Evidence on the 20 March

Brooks turned out to Clark 12 hogs to secure him on a judgment if he had to pay turned them into the road and there back worth 20 dollars Brook used the plow also

Defendants Witness Madison Dee testifies that he found the hogs in Brooks's pasture the plow in Brook field (Clarks said he would allow Brooks 25 ₧ for the hogs if so Chamberlin testifies) Brooks was at home and kept them of him on last monday)

Brooks testifies that he sold the pasture last Monday in the morning

Bigelow Commission Fees

Vs Clark

vs

Madison Dee

Filed May 7th 1838

Geo. W. Gill Clk

Union Common Pleas 1838

Ira Clark vs Madison Dee } Replevin damages $500.00

Issue a writ of replevin for the following goods and Chattels to wit

one Bay mare of the value of $75.00 about six years of age with a white strip in the face also twelve head of Hogs

one young hog of the value of $1.75

one	do	do	$1.50
one	do	do	1.50
one	do	do	150
one	do	do	1.75
one	do	do	1.75
one	do	do	1.50
one	do	do	150 of a white
one	do	do	175
one	do	do	175
one	do	do	1.00
one	do	do	100. some spotted

Color also

and all near one years of age

Clk of Com Pleas U C Ohio

R C Lawrence
a cy for pltff

personally appeared before me Ira Clark who being duly sworn according to law do depose and say that he has good right to the possession of the Goods and Chattels described in the above precept and that the same are wrongfully detained from him by Defendant and that the same goods and Chattels were not taken in execution on any Judgement against the said plaintiff nor ~~for any~~ on any other mesne or final process whatsoever issued against him nor for the payment of any fine tax or amercement assessed against him ~~against~~ the said plaintiff

Sworn to this 5th day of May 1838. Ira Clark
William B. Brown J. P.

Served the within writ by Replevying eleven young Hogs and one Bay Mare and Appraising the same ~~at~~ By the Oaths of Moses Eulington Ira Patrick ~~Comers~~ as follows to wit eleven Hogs at twenty one Dollars and one Bay Mare at forty Dollars and by taking Bond in the Sum of $200.00 Dollars and delivering the above property to Plaintiff

R. Clark Sheriff

May 8th 1838

and certified Copy to Defendant

Lincoln Common Pleas

Ira Otterbe

vs

Madison Dee

Writ of Replevin

Ser	35
Att'd	50
Inquest	100
Bond	50
	16
Copy	25
Appraisement	1,50
	4,01

Filed July 10. 1838

James M. McElk

Clerk

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 Ira Clark the goods and chattles following to wit One bay mare of the value of $75.00 about six years of age with a white strip in the face Also twelve head of Hogs. one young hog of the value of $1.75

one young of the value of		$1.50	one Do	Do	1.50
one Do.	Do. white color	1.50	one Do	Do	1.50
one Do	Do	1.75	one Do	Do	1.50
one Do	Do	1.75	one Do	Do	1.75
one Do	Do	1.00	one Do	Do	1.75
one Do	Do	1.00.	Some spotted and all near		

one year of age. which Madison Dee wrongfully detains from the said Ira Clark as is said and also that you summon the said Madison Dee to appear at the next term of our Court of Com. Pleas to be held within and for said County of Union to answer unto the said Ira Clark for the unlawful detention of the goods and chattles aforesaid. Damages $100.00 one hundred Dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 7th day of May 1838

James H Gill Clk

Civil/Domestic Case File

Case No. 1838-CV-0024

No. 38-CV-24

Union Common Pleas Court.

Milo Skinner
Plaintiff,

AGAINST

Edward P Johnson
Defendant.

APR TERM. 1839

JUDG VS PLAINT'F

Journal 2 Page 97

Record No. 3 Page 211

Ex. Doc. Page

State of Ohio } I hereby certify the within to be
Union County SS } a correct transcript in substance of the proceedings before me in said suit of Milo Skinner against Edward P Johnston on the 14th day of April AD 1838
Given under my hand and seal this 21st day of April AD 1838

Christian Myers (Seal)
Justice of the Peace in and for Millcreek Township

Witness
Daniel Baly
John F. Kelly
Allen Crandall witnesses
in this matter when
for trial

Filed May 10 1838
Francis R. Lee Clk
Correct copy

Milo Skinner
vs
Edward P Johnston
Transcript
Witness

Myla Skiner
vs
Edward P Johnstone
Debt $16.41 judgement entered against Plaintiff

Suit brought in count of $118.03 for labor and boarding and materials furnished for a house with a Credit thereon of $27 and 50 Cents April 5th AD 1838 Summons issued directed to S W Hill Const and made return on the 6th instant Served by reading fee 25 – at the request of Plaintiff Subpoenas issued for Asa Robinson Alvan Randall Elijah Skinner Sandford W Hill and Duane Skinner all at the request of Plaintiff Served by S W Hill Const fees for Serving 50 mileage 11 Cents at the request of defendant Subpoenas issued for David Hill Joseph Layman alias Moore Henry Layman John Layman and Isaac Anderson Served by Party all attended but Mrs Moore

Witness fee $5.00
justice fee 1.42
Const Do... 90
Transcript 31
appeal Bond 25

This day Came the plaintiff and the defendant also attended the parties being ready for trial the defendant filed a Book account and one note of $11.85 which he claimed in offset against plaintiffs Charges. April 14th 1838 And after hearing the proofs and allegations of the parties it therefore adjudged that the defendant recover a judgement of Sixteen Dollars and Forty one Cents against the said plaintiff and costs of Suit taxed at $1.32

In the action of Myla Skinner against Edward P Johnston I Elijah Skinner do acknowledge myself bail for the appellant in the Sum of Fifty Dollars to be levied of my goods and chattels lands and tenements in Case the appellent shall be condemned in the action aforesaid and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common pleas of Union County Ohio Elijah Skinner

Taken Signed and acknowledged before me this 21st day of April AD 1838 Christian Myers justice of the Peace

118.03
27.50
90.53

1.42
.10
2.25
1.98

M Skinner
vs
E P Johnston

Nar

Filed Oct 23. 1838
Jas H. Gill Clk

State of Ohio Union Com Pleas July term 1838
Union County ss

Milo Skinner Complains of Edward P Johnson in a plea of assumpsit for that whereas the said Edward on the first day of August in the year one thousand Eight hundred and thirty seven at the County of Union aforesaid was indebted to the said Milo in the sum of fifty dollars for the price and value of goods then and there Bargained and sold by the plaintiff to defendant at his request and in the sum of eighty dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for defendant at his request and in the further sum of fifty dollars for the price and value of Board and washing done furnished and provided by plaintiff for defendant and servant at his request and in the sum of eighty dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them

And whereas the defendant afterwards to wit on the first day of April in the year one thousand eight hundred and thirty eight at the County aforesaid in consideration of the premises promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money or either of them nor any part thereof to the damage of the plaintiff ninety dollars and 53/100 and thereupon he brings suit &c

W B Lawrence atty for pltff

Union Com. pleas

Edw. P. Johnston
adm Sub
Milo Skinner

Serv — 37½
Mil — 55
92½

Filed Oct. 25, 1838
Jas. H. Gill clk

Served by Reading R Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon William Hays ~~Joseph~~ ~~Lyman~~ H. Elgin and Isaac Anderson

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 Edward P. Johnson in a certain matter in controversy in our said Court depending: wherein Milo Skinner is plaintiff, and Edward P. Johnson is 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* 15th *day of* Oct *A. D.* 183 8

James H. Gill *Clerk.*

Union Com. Pleas

E. P. Johnston
vs
Milo Skinner
"

Plea & ret. off

Filed Oct 27. 1838
James H. Gill
Clk

Com. Pleas October Term 1838

Union County. ss. And the ~~in~~ Edward P. Johnston by Powell his attorney comes &c and says that he did not undertake & promise in manner & form as the in Milo Skinner has above thereof complained. and of this he puts himself upon the country &c.

And the plaintiff ~~in this cause~~ will take notice that on the trial of this ~~action~~ cause the defendant will give in evidence in bar of the plaintiffs right of action that at & before the commencement of this suit the plaintiff was indebted to the deft. in the sum of one hundred dollars as well for goods & chattels by the deft. before that time sold & delivered by the ~~plaintiff~~ deft. to the plaintiff at his request; as for work & labour by the deft. before that time done as for the pasturage of cattle by deft. for the pltff. before that time at his request & performed to & for the plaintiff at his request; as for money by the deft. before that time paid out, lent & advanced to & for the plaintiff at his request; as for other money by the plaintiff before that time had & rec. to & for the use of the deft. and for other money before that time found due & owing from the plaintiff to deft. upon the statement & settlement of accounts between them. which the plaintiff, though often promised so to do, has not yet paid or any part thereof; which the deft. will set off against any claim of the plaintiff to be proved on the trial and pays judgment for the costs.

F. C. Powell Defts atty

Union Com. Pleas

Edw. P. Johnston

vs } Sub fo mts

Milo Skinner

Serv ——— 75
Mil ——— 80
3 Copys ——— 45
$2.00

Filed Apl 22. 1839
James H. Gill Clk

Served by Reading to John Layman Mrs Mary Henderson and David Hill and by Copy to Mr. Mary Joseph Layman & Mrs Hayes R Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon David Hill Joseph Layman Mrs. Moore John Layman and Isaac Anderson Mary Hayes to appear before our Court of Common Pleas of said County at the first day of next Term to testify and the truth to say on behalf of Edward P. Johnston in a matter in said Court pending wherein Milo Skinner is Plaintiff and said Johnston 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. Gill Clerk of the Court aforesaid at Marysville this 16th day of December 1839

James H. Gill Clerk

Union Com. Pleas

Milo Skinner

vs } Subpoena

Edwd P. Johnston

Serv ——— 100

Mil ——— 100

200

Filed Apl 22. 1839

James H. Jewett

The State of Ohio, Marion County, ss

To the Sheriff of said County Greeting

We command you to summon Asa Robinson Alvan Randall Elijah Skinner Sanford W. Hill Duane Skinner Christian Myers Daniel Baly and John J. Kelly to appear before our Court of Common Pleas for the County aforesaid at the Court House in said County on the first day of next Term to testify and the truth to say on behalf of Milo Skinner in a matter pending in said Court wherein said Skinner is Plaintiff and Edwards P. Johnston is defendant and this shall in no wise omit and have you then there this writ

Witness James H. Gill Clerk of the Court aforesaid at Marysville this 13th day of October A.D. 1839

James H. Gill Clk

Send by Readers to Mr Robinson & W Hill
Duane Skinner C Myers & J J Kelly
A Randall E Skinner & D Baly not found
N Clark Sheriff

Union Com Pleas

E. P. Johnston

vs

Milo Skinner

Judgt.	$ 54.69
Writ	41
	55.10
	30.00
Cr. $30.00	$25.10

Filed Oct 28. 1839

James H. Gill Clerk

No. 29

Filed Sept 14th 1839

Money made

Sept 24th 1839

Rec'd Cert. Sheriff

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 25 day of April A. D. 1839 Edward B. Johnston recovered against Milo Skinner ~~as well the sum of~~ the sum of fifty four dollars and sixty nine cents, for his ~~damages, as the sum of $~~ ~~for~~ 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 Milo Skinner you cause to be made the ~~damages and~~ costs aforesaid, with interest thereon from the 25th day of April A. D. 1839, 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~~ claimants Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this 11th
day of Sept A. D. 1839
ATTEST: Jas. H. Gill Clerk.

Civil/Domestic Case File

Case No. 1838-CV-0025

No. 38-CV-25

Union Common Pleas Court.

Wm Sharp

Plaintiff,

AGAINST

Henry Kazerlee,

Defendant.

OCT TERM. 1839

JUD'G VS PLAINT'F

No Record.

Journal 2 Page 152

Record No. Page

Ex. Doc. Page

Suit Brot to recover Damages sustained by the Plaintiff by the speaking of the following false slanderous scandalous wicked malicious and defamatory words by Defendant of and concerning the Plaintiff "Sharp stole wood and I can prove it. Sharp stole wood and I can prove it. and he dust not sue me for I could bring out something worse against him. he (meaning Sharp) is a thief he (meaning said Sharp) stole wood and I can prove it he stole Mullins wood

Hall & Lawrence attys for Plff

Lawrence Common Pleas

William Sharp

vs

Summons

Henry Stegartz

Served by delivering a certified copy to Defendant June 4th 1838

E Clark Sheriff

Serv — 35
Copy — 20
Ret — 50
1,60

Filed July 10, 1838

James M. Lee Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting
We command you to summon Henry Hezarter 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 William Thayer in a plea of Trespass on the case Damages Three thousand Dollars and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 4th day of June A.D. 1838

James H. Gill Clk

Union Common Pleas

William Tharp

vs

Henry Kezartee

Mar.

Filed Oct 23. 1838

Jas. H. Gill Clk

10

State of Ohio }
Union County ss }

Union Com Pleas July term 1838

William Sharp Complains of Henry Kegarise in a plea of the Case for that whereas the said ~~Henry Kegarise on the~~ William Sharp on the first day of June in the year 1838 ~~and for~~ was and for many years before had been and stice is a good honest faithful and good citizen of the said State of Ohio and has sustained a good and fair character among his neighbors for honesty and integrity and never has been guilty or suspected of the ~~[illegible]~~ offence and ~~and~~ disgraceful crime of stealing and larceny But the said Henry Kegarise not ignorant of the premises and contriving and intending maliciously and wickedly to injure and destroy his (plaintiffs) character and to bring him into disgrace among his neighbors and to expose him to the penalties of the law for larceny did on or about the first day of June in the year 1838 at the County of Union speak utter and publish in the hearing of sundry persons the following false slanderous scandalous wicked malicious and defamatory words ~~of~~ and concerning the said William Sharp (to wit) Sharp (meaning the plaintiff) stole wood and I. (meaning said defendant) can prove it, Sharp (meaning the plaintiff) stole wood and I (meaning deft) can prove it and he (meaning the plaintiff dursst not sue me (meaning deft) for I (meaning said deft) would bring out something worse against him (meaning plaintiff) he (meaning the plaintiff) is a thief) He (meaning said Sharp) stole mullens wood, By means of publishing speaking and uttering ~~said~~ which false and scandalous words the said Sharp is greatly injured in his good name and reputation and has been rendered liable to a prosecution for larceny To the damage of the said William Sharp three thousand dollars and thereupon he brings suit &c

W B Lawrence
atty for plff

Union Commonwealth

"

Henry Kagerise
Chas Shase
William Thorp

Filed April 22. 1839
James H. Gillelen

C U Bloomer Atty

Union Common Phas 1889

Henry Hagerter
ads
William Thorp } Phase

and the said Henry Hagerter by Allaire & Cannon his attorney comes & defends the wrong & injury when &c and says that he is not guilty of the Committing of the said several grievances in the Plaintiffs Declaration above alleged against him in manner & form as the Plaintiff hath Declared against him & of this he puts himself upon the Country &c

Allaires & Cannon
atty for Deft

The Clerk will issue Subpoenas for such witnesses as the Deft in the above cause may order

Alt & Cannon
Defs atty

Union Com Pleas

Henry Fitzantes
ads } Sub for wits
William Sharp

Sum ——— 37½
Mil ——— 15
52½

Filed Apl 25. 1839
James H. Lee Clk

Sub by Reading to A & Hendrix & Collier
to Fellow not found
E Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to Summon Benjamin Teller Charles Mullins & Abel Marks to ~~attend~~ appear before our Court of Common Pleas in and for the County of Union at the Court House in said County on the first day of next Term to testify and the truth to say in behalf of Henry Hyatter in a matter in said Court pending wherein William Sharp is Plaintiff ~~in Defendant~~ and said Hyatter 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 said Court at the Court House in Marysville this 24th day of April A.D. 1839

James H. Gee Clk

Filed Apl 8. 1839

Geo. H. Lee Clk

Wm Sharp
vs
Henry Kagarice

Union Com Pleas
Case

Mathew Williams Merrill Royce James Turner John Turner are summoned on the behalf of the plaintiff on the trial of the above cause
C L & Com Plea U Co
April 9 1835

W. C. Lawrence atty for pltff

Union Com. Pleas

Henry Hazarter

adv ? praipe

Wm Harp

Filed Apl 24. 1839

James H. Gill clk

To the Honorable

Henry Rizarter
ads
William Sharp

The clerk will issue subpoenas for Benjamin Zeller Charles Mullins Abel Marks as witnesses in the above cause at next Term April 24 1839

Henry Rizarter

Union Com. Plas

William Sharp
vs } Sub
Henry Rezarter

Serv ——— 50
Mil ——— 25
75

Filed Apl 25. 1839
Jas. H. Gill Clk

Served by reading to Jonas Turner
Jacob Turner & William Williams
the Turners not found
M. Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Mathew Williams Merill Royce James Turner. John Turner

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 William Sharp in a certain matter in controversy in our said Court depending: wherein said Sharp is plaintiff, and Henry Kezartee defendant. And this thy 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* ninth *day of* April *A. D.* 1837

James H Gill *Clerk.*

Filed July 8. 1857
Jas H Lee Clk

Wm Sharp
vs
Henry Kizartee

Minor Com Pleas Ro Lafayette 1839

Let a subpoena issue for Mathew Williams and John Turner as witnesses on behalf of Pltff

N B Lawrence atty for Pltff

Union Com Pleas

Sharp
vs
Kizartu

Praecipe

Filed July 9. 1839
Jas. H. Lee Clk

Thorp
vs Regarta } Case

Union Common Pleas

The Clerk will issue a subpoena for Charles Muller & Benjamin Crutt to testify in behalf of Defts at next term

J. Lawrence for Defts

Union Cond. Pleas

Henry Kezartee
adls } Sub
Williams Thaft

Serv	25
Copy	16
Mil	10
	51

Filed July 11. 1839
James H. Gill Clk

Sent by mail copy to Mr Nelson
and by Reading
R Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Charles Mullin and Benjamin F. Grubb

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the ~~first~~ Second day of next Term, to testify and the truth to speak on behalf of Henry Kizartes in a certain matter in controversy in our said Court depending: wherein William Harp is plaintiff, and Saiu Kizartes is 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, Cerk of our said Court, at the Court-House aforesaid, this 9th day of July A.D. 1839.

James H. Gill Clerk.

Union Com. Pleas

Williams, Sharp
vs } Sub
Henry Reynolds

Sur — 37½
Mil — 50
87½

Filed July 11. 1839
James H. Gill Clk

Issued by reading
C Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Matthew Williams and John Turner & A. B. Jennings

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the second day of next Term, to testify and the truth to speak on behalf of William Thaps in a certain matter in controversy in our said Court depending: wherein Said Thaps is plaintiff, and Henry Kizartt is 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, Cerk of our said Court, at the Court-House aforesaid, this 8th day of July A.D. 1837.

Jas. H. Gill *Clerk.*

Civil/Domestic Case File

Case No. 1838-CV-0026

No. 38-CV-26

Union Common Pleas Court.

Hugh Thompson
Plaintiff,

AGAINST

John Milligan
Defendant.

OCT TERM 1838

JUDGMENT VS DEFENDANT

$ 105 55

Journal 2 Page 62

Record No. 3 Page 189

Ex. Doc. 1 Page 145

Hugh Thompson

vs } Declaration

John Milligan

Filed July 18th
1838
James H. Gillespie

Nall pro Plff

Hugh Thompson
vs
John Milligan

In Union Common Pleas June Term
AD 1838

Hugh Thompson complains of John Milligan in a plea of Assumpsit for that whereas ~~on~~ the said John on the 22nd day of November AD 1837 at Union County aforesaid Town at Marysville made his certain writing obligatory commonly called a promissory note and delivered the same to the said Hugh and thereby promised to pay to the said Hugh Thompson the sum of one hundred dollars on the first day of April 1838 with interest which period has now elapsed and the said John then & there in consideration of the premises promised to pay the amount of said note to the said Hugh according to the effect thereof Yet the said John hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Hugh Thompson one hundred and fifty dollars therefore he brings Suit &c

A Hall
Pffs Atty

Hugh Thompson
vs
John Hollegner

Precipe

Filed June 17. 1884
Jas H. Gee Clk

Hugh Thompson

Hallgen
Pltff

Hugh Thompson

vs

John Milligan } In Assumpsit Damages $150.00

The Clerk of Union Common Pleas will issue summons returnable next Term Enclosed Suit Brot on a Prommisory note. executed & delivered by the Deft to Pltff on the 22nd Nov 1837 - Calling for one hundred dollars, payable on the first of april 1838, with interest -

A Hall Pltffs Atty

Filed July 6th 1838
James H. Gieselle

9 mills

116 55

November the 22. 1834

For value received I promis to pay Hugh Mompson ~~[illegible]~~ the some of one hundred dollars payable on the first of April 1838 with intrest

John Mulligan

Suit Brot on a promissory note executed and delivered by Defdt to Plaintiff on the 21st Nov 1837 calling for one hundred Dollars payable on the first day of April 1838 with interest

J. Hale Pltffs atty

Union Com. Pleas

Hugh Thompson
vs
John Milligan

Summons

Serv	35
Copy	15
Mil	45
	95

Filed July 10. 1838

James H. Gill Clk

Served by Detaining Defdt a certified Copy from Sept Term 1838

H. Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John Milligan to appear before our Court of Common Pleas in and for said County of Union at the Court House in said County on the first day of next June to answer unto Hugh Thompson in a Plea of assumpsit Damages $150.00 and have you then there this writ

Witness Jas. H. Gill Clerk of the Court of Common Pleas in and for said County this 29. day of June A.D. 1838

James H. Gill Clerk

Union Common Pleas

Hugh Thompson
vs } Ex.
John Milligan

Dams $105.55
Cost 9.57½
Writ 35
$115.47½

Sur 35
Mil 45
80

Filed Apl 22. 1839
James H. Lieedlr

R

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 26th day of October A. D. 1838 Hugh Thompson recovered against John Milligan as well the sum of one hundred & five dollars and fifty five cents, for his damages, as the sum of $9.57½ 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 Milligan you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October 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 Hugh Thompson

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.

Dec 5th 1838 Juredicty Judgment by default

Union Com. Pleas

Hugh Thompson
vs
John Milligan

Costs	9.57½
writ	.41
	$9.98½
Ser —	35
Mil —	40
poundage	5
	6.30

Filed Nov. 1. 1839
James H. Gillelle

R

No. 11

Rec'd July 8th 1839
Cost $9.98½ Ward into $8.28
no more money made
N 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 26 day of October A. D. 1838 Hugh Thompson recovered against John Milligan

~~as well the sum~~ of

~~dollars~~ and _____ cents, for _____ damages, as the sum of $ 9.57½ 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 John Milligan you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day o October 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~~ claimants 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 18th

day of July A. D. 1839

ATTEST: James H. Gill Clerk

Union Com. Pleas

Hugh Thompson

vs } Fi. Fa.

John Milligan

Costs — $2.57½
Increase — 1.71
[redacted]
Writ — .41

Cr Oct 31. 1839 2.64

Serv — 35
Mil — 50
Poundage 10
9½

Filed May 26th 1840
Jas. H. Gill Clk

R

Filed March 26th 1840
May 9th 1840 Rec'd $5.00
no more money recd
T. Clark Thompson

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 26 day of October A. D. 1838 Hugh Thompson recovered against John Milligan

~~as well the sum of~~

~~dollars and~~ _____ ~~cents~~, for ~~damages~~, ~~as~~ the sum of $ 9.57½

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 John Milligan

you cause to be made ~~the damages and~~ costs aforesaid, with interest thereon from the 26th day o October A. D. 1838, until paid. Also the sum of $1.71 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~~ claimants

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 26th

day of March A. D. 1840

ATTEST: James H. Gill Clerk.

Hugh Thompson
v
John Milligan
fer for Fi. Fa.

Filed Dec 5th 1838
Jno. H. Gee clk

Hugh Thompson
vs
John Milligan

In Union Common Pleas
Oct Term 1838
Judgt vs Deft

The clerk of Union Common Pleas will Please issue Fifa

J H Gill

A Hale
Attyp Plff

Civil/Domestic Case File

Case No. 1838-CV-0027

No. 38-CV-27

Union Common Pleas Court.

The Franklin Bank
Plaintiff,

AGAINST

William Braden et al.
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT
#18372

Journal 2 Page 35

Record No. 3 Page 166

Ex. Doc. 1 Page 127

Union Co. Ohio

Jo. Banks

William Bruden

& David Shaw

Thomas Holmes

Ptf

Filed Aug 04. 1838

James H. Gillett

Clk

cost bill made

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of July 1838.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of William Bruden, Daniel Sherer & Thomas S Holmes

Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of July A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Three hundred — — dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Three hundred — — dollars, and therefore they bring suit, &c.

By G. SWAN, their *Attorney.*

Cog. Unit 60

Mr. Bent

7

William Bruden

Edward Thom

Thomas Edmy.

THE STATE OF OHIO, } ss. July Term, 1838
Union County,

And now Saml. Brush one of the Attorneys of this court appears in open court in behalf of the said William Brown David Shaw & Thomas H Cohnes 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 promise and assumption aforesaid to One hundred & eighty three dollars and forty two cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush Attorney for Defendants.

Civil/Domestic Case File

Case No. 1838-CV-0028

No. 38-CV-28

Union Common Pleas Court.

Peter Igow, Plaintiff,

AGAINST

David Wilter, Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT

$417.03.

Journal 2 Page 62

Record No. 3 Page 188

Ex. Doc. 1 Page 147

Suit Brot in promissory note under seal given by deft to the plaintiff for $400.00 dated 25 April 1838 in which is due which amount of principal and Interest Hamilton & Young attys for Pltff

July 13, 1838

Union Com Pleas

Peter Igou

vs

Lumming.

David Wolter

Served by delivering a certified Copy to Defendant

R Clark Sheriff

July 13th 1838

Serv	35
Mil	5
Copy	15
	55

Filed July 13th 1838

J H Gill Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to Summon David Wilter to appear before our Court of common pleas Forthwith, at the Court House in Marysville to answer unto Peter Igow in a plea of Debt for $400.00 Damages $100.00 and have you then there this Writ

Witness L H Gill Clerk of the Court of Common pleas in and for said County this 13th day July AD 1838

L H Gill Clk

Union Com. Pleas

Peter Igan
vs
David Witter } Debt.

Pre

Filed July 13. 1838
S H Gill Clk

Union Com. Pleas.

Peter Igow
vs
David Witter

In Debt

Debt $400.00
Damages $100.00

In this case the Clerk will issue a Summons returnable forthwith: Indorse

"Suit brot on promissory note under Seal given by deft. to the plaintiff for $400.00 — due 25th April 1838 — on which is due whole amount of principal and interest."

Hamilton & Young,
Attys. for Plff.

July 13th 1838.

Union Com. Plea.

Peter Igne
"
David Witter } Deft.

Declaration

Filed July 14. 1838
James H. Rice Clk

Hamilton & Young —

State of Ohio, Union County Court of Common Pleas of the Term of July, 1838.

Union County, ss.

Peter Igou complains of David Witter being &c. of a plea that he render to the said Peter Igou the sum of $400.00 lawful money &c. which he owe to and unjustly detains from the said Peter Igou for that whereas the said David Witter on the fifth day of February in the year 1838, at the County of Union, 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 Peter Igou and thereby bound himself to pay to the said Peter Igou or bearer four hundred dollars on or before the 25th day of April then next ensuing after the date, with interest from date; which period has now elapsed; yet the said David Witter has not paid the said sum of money, nor any part thereof: To the damage of the said Peter Igou $400.00 and therefore he brings suit &c.

Hamilton & Young,
Attys. for Plff.

Union Com Pleas

David Witter
ads
Peter Jogo

Plea

Filed Oct 24. 1838
Jos. H. Gill Clk

Union Com Pleas July term 1838

David Witter } Indebt
Peter Igo Adm

And the said David now comes and defends &c and says that the said writing obligatory is not his deed and of this he puts himself upon the Country and the plaintiff doth the like

W. C. Lawrence atty for Deft

The plaintiff or his counsel will take notice that the Deft in this suit will on the trial of the same and in Bar of the plaintiffs action that the deed upon which this suit was Brot and mentioned in plaintiffs Declaration, was executed and delivered to the pltff by Deft for this Consideration and no other, that ~~when~~ Deft had Bot of plaintiff 237 fat hogs for the price of a fraction over five cents pr pound and ~~the~~ said hogs were insured to ~~plaintiff~~ Deft by the plaintiff to weight on average each two hundred and six pounds. that the price and value of said hogs amounted to about $3.000.00. and that at said Estimated and insured weight Deft did pay and discharge the whole of the price of said hogs except the amount mentioned in the said deed mentioned in pltffs Declaration and that said hogs on average did not weight 206. but did weigh and weigh no more than 156 pounds each and that said deed was given to secure the payment of the balance of the price of said hogs and for no other or different Consideration and that Deft at the insured weight of said hogs lost in Consequence of their loosing in weight more than eight hundred dollars whereby and for which the Consideration of said deed wholly failed.

W. C. Lawrence
atty for Deft

David Witters

$460.00
17.35

$400.00
David Witters
Note

Witnesses
Broom
Wm Pharr

On or before the 25th day of April next I promise
to pay Peter Egan or bearer four hundred dollars
with interest from date but if the money is punctually
paid when due no interest shall be demanded it being
for value recd. this 4th day of Feby 1838 witness
my hand and seal — David Witter (seal)
attest
William Thorp

Clerk — $400.00
Manager — 17.33 1/3

Union Com. Pleas

Peter Igo

vs

David Witter

Judgt Debt	$400.00
Dam.	17.33
Costs	8.83
mit	35
	$426.51

Serv	35
Serv	35
Inquest	1,00
Appr fees	1,50
Pltf Adv	2,50
Deft Adv	2,25
mit	25
	$8,20

Filed Apl 26. 1839

Jad. H. Gill Clk

Recd March 1st 1839 Received to March for goods and found none

March 21st 1839 Levied upon one hundred and ninety acres of land situated in Union Twp Co 6 Range 14 lying upon the State road known as the Fulton to Stillwater bounded by Ezekiel Dewitt north by land of F. Fulton north by land of D. Shutter by Fulton and north by land of D. Shutter and Thos Reed. Appraised by Kinsey Dewitt to Wit on 25 Day of March 1839 appraised and valued to Wit Dollars and Twenty cents

Appraised said land by the oaths of Clark Thompson Allen Rapsforth & Fulton at $400 Dollars

Clark Thompson

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 26th day of Oct A. D. 1838

Peter Igo

recovered against Davis Miller

as well the sum of Four hundred dollars for his debt as 17 dollars and Thirty three cents, for his damages, as the sum of $ 8.83½ 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 Davis Miller

you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of Oct 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 Peter Igo

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 15th
day of Feb A. D. 1839

Attest: Jas. H. Gill Clerk.

Union Common Pleas

Peter Lyon
vs
Daniel Weller

Debt	$ 400.
Damages	17.33
Costs	8.83½
Execution	8.55
Writ	35
Serv —	35
Mil —	5
Writ & Dr —	2.25
Ret —	2.00
Poundage —	4.65
	9.32
	13.97

And now to wit 1839 January 10th Plaintiff by his attorney filed his declaration in this action against defendant and the defendant by his attorney filed his pleas to the first count that he never ought to be charged and the second count that he never promised in manner and form as the plaintiff has alleged and of this he puts himself upon the country. Replication to the pleas and issue joined.

C. Clarke Plaintiff's Atty

July 19th 1839

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 26 day of October A. D. 18 38 Peter Lyon recovered against Davis Witter

as well the sum of Four hundred dollars for ~~dollars and~~ his Debt and ~~cents, for~~ $17.33 damages, as the sum of $ 8.83 1/2 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 Witter which you levy 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 26th day of October A. D. 18 38, until paid. Also the sum of $ 8.55 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 Peter Lyon 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 6th day of June A. D. 1839

ATTEST: James H. Gill Clerk.

Paid 6

The Clerk of the Court Common Pleas,

Marysville,

Union County,

Ohio

Franklin Co. Ohio

Pleas Entry

Wm. Lewis

Dennis Ertles

Filed June 6, 1837

James B. Gee clk

Peter Igou }
vs } Union Common Pleas
David Witter } In Debt — Judgt. Oct. 26, 1838 for $417.33⅓

In this case the Clerk of said Court

will issue execution immediately. Hamilton & Young, Attys for Pltff.

May 30, 1839.

Please file the enclosed declaration.

Civil/Domestic Case File

Case No. 1838-CV-0029

Civil/Domestic Case

1838-CV-0029

located with

Supreme Court Case

1839-SC-0004

Civil/Domestic Case File

Case No. 1838-CV-0030

No. 38-CW-30

Union Common Pleas Court.

Stout & Ingalsby
Plaintiff,

AGAINST

Stephen McLain et al
Defendant.

JUL TERM 1838

JUDGMENT VS DEFENDANT
$211 83

Journal	2	Page	36 83
Record No.	3	Page	162
Ex. Doc.	1	Page	126

Ulmer Dem. Pltff

Montana

vs

Stephen McLean
Complaint & exhibits.

Stephen L. Miller

Atty. for Defdt.

Filed July 14. 1870.
James H. Lewis Clk

Cost bill made

The State of Ohio,
Union County, ss.

Court of Common Pleas,
July Term, 1838.

Henry Floyd & Isaac [illegible] Plaintiffs in this suit, complain of Ralph L. Miller & Ralph McLean late Partners [illegible] defendants in this suit, of a plea of Assumsit, &c.

For that whereas, the said _____ _____ defendants on the 27th day of May in the year our Lord one thousand eight hundred and thirty seven at New York to wit at Union County aforesaid made their promissory note in writing, and then and there delivered the same to the said plaintiffs and thereby, then and there promised to pay to the said plaintiffs the sum of One hundred & twenty two dollars and five cents, on the 15th day of July then next after date thereof, which period has now elapsed; and the said defendants in consideration of the premises, promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof.

And whereas, also, the said defendants afterwards, to wit, on the 1st day of July in the year of our Lord one thousand eight hundred and thirty-eight in the county aforesaid, were indebted unto the plaintiffs in the further sum of Three 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 Three 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 Three 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 Three 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 Three 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 Three hundred dollars, and therefore they bring suit, &c.

By G. [illegible] Their atty.

Boy. Ins. Co

Stone & Co

Stephen McLaws

THE STATE OF OHIO, } ss. July Term, 1858
Union County,

And now Sam. Brush one of the Attorneys of this court appears in open court in behalf of the said Stephen McLain defendant and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendant did assume and promise in manner and form as the said Henry Hoover & Isaac Longsdy plaintiffs have above thereof declared against him and confesses that the said plaintiff has sustained damages by reason of the non-performance of the promise and assumption aforesaid to two hundred & eleven dollars and eighty nine cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendant.

S. Brush Attorney for Defendant.

Power

Milla & McLain

to

Stout & Ingoldsby

KNOW ALL MEN BY THESE PRESENTS, THAT We James C. Miller and Stephen McLain

do hereby make, constitute, and appoint Saml. A. Kerr

Attorney at law, or any other Attorney 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 said State, waive process, appear to a declaration in favor of Henry Stout & Isaac Ingoldsby

and confess judgment ~~[illegible]~~

in favor of said Stout & Ingoldsby and against us each of us for the sum of Three hundred & sixty

dollars and Forty two cents, and interest from this date; and also for costs of suit; and our said Attorney or any other Attorney of the Courts of Record aforesaid, is hereby empowered to release all errors in the proceedings and judgments so to be confessed, and right and benefit of appeal on our behalf. And for doing all these things and whatsoever may be necessary for the confession and entering up of judgment against us each of us in favor of said Stout & Ingoldsby the release of errors and right and benefit of appeal, this shall be the special warrant of our said Attorney or any other attorney of the courts aforesaid.

Witness our hands and seals this 20th day of June A. D. 1838.

Stephen McLain L.S.

L.S.

L.S.

L.S.

Minor Con pleas

Henry Stout &
Isaac Inglosby
vs. fi. fa
Stephen McLain &
Stephen Miller

Damages $211.85
7.12
~~Da~~ Costs $218.95½
35

This writ
Serv — 35
Cell Inquest 1.00
Atty fee — 1.50
6 mo Adv — 2.25
Not Adv — 2.00
Mil — 5
7.15

Filed Oct 26. 1838
Jas H Lee Clk

And August 2nd 1838 Stephen Miller for pauper and Jonas Mann August 25th 1838 Levied upon land ~~[illegible]~~ this Execution in conjunction with an Execution in favor of Elias Quillen upon four acres of land situated south of Coshocton Campbell Ward south and north by land of Wolfstrap and Stephen Miller the property of Stephen McLain & Stephen Miller & Wrage at forty Dollars per acre — minimum land found
Appraised for sale on 26th day of Oct
Offered publicly agreeable to Advertisement
and found no Bidder
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 Stout & Isaac Inglosby

recovered against Stephen McLain impleaded Stephen Miller

as well the sum of Two Hundred & Eleven ——— dollars and Eighty three cents, for their damages, as the sum of $7.12½ 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 impleaded Stephen Miller 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 Stout & Isaac Inglosby

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 13 day of July — A. D. 1838

Attest:

Jas H. Gill Clerk.

Union Com. Pleas

Stoute & Ingolsby

vs } No. 26

Stephen L. Miller

Judgt damages $211.83

costs 12.15

writ .40

Stayed by injunction Sept 25 1840 H. Vanmeter Sheff

Sheffers { fees .35
mileage .5
.40

Filed Oct 12. 1840

James H. Gee Clerk

J. Oct. 6. /40

The State of Ohio Union County ss

To the Sheriff of Champaign Greeting

We command you that of the goods and chattels and for want thereof of the lands and tenements of Stephen L. Miller you cause to be made the sum of Two hundred and eleven dollars and eighty three cents damages and ~~27.50~~ 12.15 costs which Henry Stout and Isaac Pugolsby recovered against the said Miller upon Scire Fac. at the April Term of Union Common Pleas A.D. 1839 as party to a Judgment rendered against Stephen McLain in pleading with Stephen L. Miller for the above amount of damages in favor of said Stout & Pugolsby at the July Term of said Court A.D. 1838 with interest thereon from the 13th day of July A.D. 1838 until paid. and have those moneys before said Court at the Court House in Marysville on the first day of next Term to render unto the said Stout & Pugolsby and have then there this Writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 29th day of Aug. 1840

James H. Gill Clerk

Union Com. Pleas

Henry Stout & R. Ingersoll

vs No 5

Stephen McLain

Judgt	$ 211.83	
Costs	7.12½	
Increase	12.50	N
Wm	.35	
	231.80	
Service	.35	
Advertising	1.62½	
	$1.97½	

Filed Dec 21. 1840

Jas. H. Gill Clerk

Lot 4 acres

Fronting Strong &

Elgin South part Lot 64

Advertised for sale the 21st Decr 1840 and not sold for want of Bidders Decr 21. 1840.

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 the Town of Marysville on the 13th day of July A. D. 1838 Henry Stout & Isaac Pugsly in defense of Stout & Pugsly recovered against Stephen McLain impleaded with Stephen L. Miller

as well the sum of Two hundred & Eleven dollars and Eighty three cents, for their damages, as the sum of $7.12½ 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 Stephen McLain which you hold by virtue of Levy heretofore made and which yet remain unsold as you have certified you cause to be made the damages and costs aforesaid, with interest thereon from the 13th day o 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 Stout & Pugsly 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 10th

day of Nov. A. D. 1840

ATTEST: James H. Gill Clerk.

Union Com. Pleas

Stout & Ingolsby

vs

Stephen McClain

Dam.	$211.83
Costs	7.05½
Increase	12.50
Writ	35

Serv	35
Levy	35
Inquest	1,00
Mil	5
Appr fee	1,50
Sheriff Fee	2,25
	$5,50

Filed July 13 1839

Jas H Gill Clk

Rec. the within 25 day Sheriff

No further goods actually found

Levied on 22 feet off the South side of Lot No 64 in the Town of Marysville in said County

April 24 N Clark Sheriff

Rec. the within 25 day Sheriff

Levied on the same Day upon 22 feet off the South side of Lot No 64 in the Town of Marysville and Stephen McClain & Campbell to the same by Deed of Bargain & Sale and Mortgage to secure the payment of two hundred dollars and interest mortgaged to sell on the 12th Day of July offered the property and found no bidders

N Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to expose to sale those lands and tenements of Stephen McCain 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 for said County to satisfy ~~the Henry Stout & Isaac Ingolsby the Franklin Bank of Columbus~~ the sum of Two hundred Eleven 83/100 with interest thereon from the 14th day of July A.D. 1838 until paid and seven dollars 12½/100 costs also $12.50 cents costs of increase which late of our said Court the said ~~Henry Stout & Isaac Ingolsby~~ recovered against the said Deft 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 will be sufficient to satisfy the Judgment aforesaid. And that you have the same before the said Court on the first day of next Term to render unto said ~~Henry Stout~~

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

Witness Jas H Gill Clk of said Court at the Court House in Marysville this 25th day of Apl 1839

James H Gill Clerk

Union Com Pleas

Stout & Wheatley
vs } No 4
Stephen L. Miller

Debt	$240.65
contract law	15.00
interest	12.03
costs	7.90½
2 writs	.82

Made July 7th/41 two hundred and ninety four dollars & eighty cents in full of the with in writ including $6. my own fee —

John Owen Shff
Champaign County

Paid all except my own fee to the order of Gustavus Swan Attorney for pltffs
Therewith filed
Jno. Owen Shff

Filed Aug. 19. 1841
James W. Gill Clk

12.90½
.82
Judgt 23 45.72½

Ex. This writ May 10/41

Received this writ May 10 1841 Jno. Owen Shff Champaign Co
Fees $16.34 in this case
Jno Owen

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 6th day of October A. D., 1840 Henry Stout & Isaac Angolsby under firm of Stout and Angolsby by Decree recovered against Stephen L. Miller the sum of two hundred and forty dollars 65/100 Debt and $15.00 costs on judgment &c at law

as well the sum of twelve dollars and three cents, for penalty ~~damages~~, as the sum of $7.20½ for 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 L. Miller

you cause to be made the ~~damages~~ Debt penalty and costs aforesaid, with interest thereon from the Sixth day of Oct A. D., 1846, until paid. Also, the sum of $0.41 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 Stout & Angolsby

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 nineteenth day of April A. D., 1841

Attest: Jas. H. Gill CLERK.

Pay Mr Reinhard Esq.
Cashr. or order
Jell Espy & Co
By W. J. Espy

Recd. by Check on Urbana Banking Co
Two hundred & Eighty Eight $\frac{80}{100}$ dollars
& credited to Franklin Bk Columbus,
July 21. 1841

M. L. Babcock
Teller

To the Sheriff of Champaign Co — or the Cashier
of the Urbana Banking Co

Sirs,

Please pay to the order of
J. M. Espy Cashier. the amount made of S. L. Miller
at the suit of Stout et al. and this shall be your
receipt for same

Aug 16. 1841

G. Green Atty for
Stout & Co.

Union Com. Pleas

Stout & Ingersby
vs
Stephen McLain

Dams.	$ 211.83
Costs	7.12½
Increase	7.50
Writ	.35
	226,80½
Serv	35
Mil	5
Pltf Adv.t	2 00
Dft Adv.t	2 25
	$4,65

Filed Apl 22. 1839
James H. Gicell

7.85
4,65
12.50

No. 17

Filed Mar 26 1839 Demurrer to the
March 4th 1839 Plaintiff's Demurrer to the special
to Defendant's and found in defts
T. Clark 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 the town of Marysville on the 13th day of July A. D. 1838 Henry Stout and Isaac Ingolsby

recovered against Stephen McLain impleaded with Stephen L. Miller

as well the sum of Two hundred & Eleven dollars and eighty three cents, for their damages, as the sum of $ 7. 12½ 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 ~~the~~ upon which you lately levied and which yet remains 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 $ 1.50 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 Stout and Isaac Ingolsby

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: Jas H. Gill Clerk.

4.65
7.50
12 15

Stout & Ingersby
vs Precise

Miller & McLain
Filed May 20th 1840
J. A. Gill Clk

Stone & Frazley

J. L. Miller Sen } Mortgage to Champaign Co.

G. Scott
Atty Co.

May 20. 1840

Wm Ellis. C. C. P.

Amos Curtis

211.83

July 14. 1838

299 3/4
1.66
4.65 3/2

Civil/Domestic Case File

Case No. 1838-CV-0031

No. 38-CV-31

Union Common Pleas Court.

Mathew J Gilbert
Plaintiff,

AGAINST

Stephen McLain,
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT
$273 25

Journal 283 Page 278 478

Record No. 6 Page 219

Ex. Doc. 1 Page 153

No. 31-CV-12

CLERK'S OFFICE
UNION COUNTY, OHIO

Matthew J Gilbert
Plaintiff

vs.

Stephen McLain
Defendant

Received papers in the above entitled Case.

Date Received	Date Returned	NAME
5/29/31		A. M. Kagay

Don't take this Card away. Leave in Filing Box.

Union Com Pleas

W J Gilbert for

Pl

Step McLain

Nam in debt

State of Ohio, Union County, } ss.

COURT OF COMMON PLEAS, July Term, A. D. 18 38

Matthew J. Gilbert for the use of Dewey & Everett

Complains of Stephen McLain

in a plea of debt. For that whereas the said defendant on the 20th day of April A. D. 1838 at said County 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 plaintiff and thereby acknowledged himself to be bound to the said plaintiff in the sum of one hundred forty six dollars and twenty five cents, to be paid to the said plaintiff on demand

Yet the said defendant has not paid the said sum of money nor any part thereof. To the damage of the said plaintiff Three hundred ——— dollars, and thereupon he brings suit, &c.

By M J Gilbert Attorney in person

Union Com Pleas

Wm I Gilbert for use

by

Steph McLain

Bond & Allen Atty. &c

Debt $146.25

Dam 2.57

$148.82

Confessed by S. Finch

Cost bill made

JUL TERM. 1838

To S Brush 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 or not, and in my stead to enter an amicable action in debt, at the suit of Matthew J Gilbert for use of Denny & Everett

and therein to receive a declaration upon a certain bond, or writing obligatory, bearing date on the 20th day of April A. D. 1838, by me sealed and delivered to the said Gilbert for &c for the sum of One hundred and forty six dollars, and twenty 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 One hundred forty six twenty five dollars and twenty 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 20th day of April A. D., 1838.

Attest
S. Brush

Stephen McLain L.S.

L.S.

Know all men by these presents, That I Stephen McLain of Union County Ohio am

bound and indebted unto Matthew J Gilbert for use of Denny & Everett in the sum of One hundred & forty six dollars, and 25 cents, well and truly to pay which to the said Gilbert for &c 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 20th day of April A. D., 1838,

Attest
S. Brush

Stephen McLain L.S.

L.S.

On August 2nd 1838 proceeded to search for goods & Chattles and found none
August 25 – Levied the within Execution in
Conjunction with one other in favor of Stout
& Inglesby upon four acres of Land Situated
of the Town of Marysville and bounded South & East by
Land of S G Strong and Appraised the same by
the Oaths of A Pollard H Hegarties & D Sprage
at forty dollars per acre
no more Land where on to Levie
Advertised Land for Sale on the 26th of Oct
offered property agreable to advertisement
and found no Bidders — R Clark Sheriff

Union Common Plas
M. J. Gilbert for J C
vs
Stephen McLain

Judgt Debt	$ 146.00
Int	2.57
Costs	7.50
Int	35
	$156.42½
Fees	35
Advertising	1.00
Crier	1.50
Clerk Fees	2.25
Sheriff Do	2.00
Sales	4.15
Filing acc	25
Taxing Costs	1838

7.15
35
750

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, on the 26th day of October next, the following real property, to wit: four acres of land situated near the south-est corner of said town of Marysville, and bounded on the south and east by lands of S. G. Strong, north by land of W. C. Lawrence, and west by land of Joshua Mathia. Taken in execution as the property of Stephen McLane, at the suit of M. J. Gilbert, for the use of Desner and Everett, and at the suit of H. Stout and J. Inglesby.

September 20, 1838...2 ts. R. CLARK, Shff U.C.

No 13

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 Matthew J. Gilbert for the use of Denis and Everett

recovered against Stephen McLain

as well the sum of One hundred forty six Dollars for his debt ~~dollars~~ and 2 dollars 57 cents, for his damages, as the sum of $7.50¼ 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 Stephen McLain

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 M J. Gilbert for &c

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

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

Attest: Jas. H. Gill *Clerk.*

Union Com. Pleas

M. J. Gilbert for vs

vs No. 11

Stephen McLain

damages	$ 2.57
debt	146.00
costs	7.50 vs
~~Interest~~	
Interest	18.65
writ	.35
Serv.	.35
Pro Adv	2.00
Mat Adv	2.25
Mile	.5
	$ 4.65
	18.65

Filed Oct 6. 1840

Jas. McEwen Clk

23.65

Now July 27th 1840 Judgment to stand as of Oct Term 1839 upon the affidavit and summons

E. Clark 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 the Town of Marysville on the 13th day of July A. D. 1838 M. P. Gilbert for &c recovered against Stephen McSam the sum of one hundred and forty six dollars debt and five dollars and fifty seven cents, for his damages, ~~as well the sum of~~ the sum of $7.50 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 McSam which you lately according to our command took into your hands and which yet remain unsold as you have certified to our Court you cause to be made the debt damages and costs aforesaid, with interest thereon from the 13th day of July A. D. 1838, until paid. Also the sum of $18.65 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 M. P. Gilbert 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 27th
day of July A. D. 1840

TEST: James H. Gill Clerk.

Union Com. Pleas

Matthew J. Gilbert

vs

Stephen McLain

Judgt	$148.82
Costs	7.50½
Interest	7.50
Mit	.35
	$164.17½

Serv	.35
Mil	.5
Wit Dmt	2.00
Wit Admt	2.25
	4.50
	$4.65

Filed Apl 22. 1839

James H. Lee Clk

12.15
.35
12.50

No 23

Filed Nov 26th 1838. Adm Tpd land to pay Mark 4th 1839 offered land to take equable to Admtr's mont and found nothing

E Clark Thurg

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. Matthew J. Gilbert for the use of Diner and Everett Recovered against Stephen McLain. as well the sum of one hundred and forty six 25/100 dollars for his debt. and two dollars & 5/100 for his damages as the sum of $7.50 c for his costs and charges in that behalf expended. as of Record is manifest. You are therefore commanded that of those lands and tenements of the said Deft which you lately according to our command took into your hands and which yet remain unsold, you cause to be made the debt damages and costs aforesaid with interest thereon from the 13th day of July A.D. 1838 until paid – and if said lands and tenements shall in your opinion be insufficient to satisfy said Judgment. you are hereby commanded to levy upon the lands and tenements, goods and chattels or either of the said Stephen McLain together with the property on hand sufficient to satisfy said Judgment. also the sum of $7.50 costs of increase on said Judgment and the accruing costs. and that you have those moneys before said Court House aforesaid on the first day of our next term to render unto the said M. J. Gilbert for &c

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

Witness Wm H Gill Clerk of said Court at the Court House aforesaid this 13th day of Nov. A.D. 1838

Wm H. Gill Clerk

Union Com. Pleas

Matthew S. Gilbert

vs

Stephen McLain

Debt	$146.25
Damas	2.57
Costs	7.50½
Increased	12.50
mit	35
Serv	35
Mit	5
Alt	2.25
	$2.65

Filed July 13 1839

Jno H Gill Clk

12.50
.35
2.65
15.40

Rec'd April 30th 1839
Submitted property sale on 14th July 1839
property and found no buyer
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 13th day of July A. D. 18 38 Matthew J. Gilbert for recovered against Stephen McLain

for his Debt as well the sum of one hundred and forty six dollars and twenty five cents, for his damages, the sum of $ 2.57 and $7.50 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 Defd, 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 13th day of July A. D. 18 38, until paid. Also the sum of $ 16.50 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 M. J. Gilbert 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 April A. D. 18 39

ATTEST: Jas. H. Gill Clerk.

Union Comm. Pleas

M. J. Gilfillan fa vs

vs

Stephen McSain

debt	$ 146.35
dam.	2.57
costs	7.50½
Execute	15.40
mit	35
Serv	35
Mit Adv	2.25
Cop to pit	25
	5
Mit	2.90

Filed Nov. 1. 1839

James H. Gillelle

No 16

Four acres of Land — contiguous to Strongs Big Pasture

Levied on in this case with one in favor of Stout & Sugolsby

Filed July 17th 1839 Quantity property sold on the 31st 1839 sold forwards and found no bids

T. Claudi 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 Matthew J. Gilbert for &c recovered against Stephen McLain ~~for his Debt~~ as well the sum of one hundred and forty six dollars and Twenty five cents, for his damages, ~~as~~ the sum of $2.57 & $7.50 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 Stephen McLain which you hold by virtue of a former levy in this cause & which yet remains unsold as appears you cause to be made the Debt damages and costs aforesaid, with interest thereon from the 13th day of July A. D. 1838, until paid. Also the sum of $15.40 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 Plaintiff 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
TEST: Jas. H. Gill Clerk.

Recd this writ apl. 26. 1844. - Offered the Property described within, by Public Outcry at the door of the Court House in the Town of Mangrille on the 4th day of June A.D. 1844. Having previously advertised the same agreeable to the require=ments of the Statute in such cases made and provided and also having the same reappraised by the Oaths of Co See Norman Chipman & Jeremiah Lane at twenty dollars per acre, and the same being so offered and exposed was sold & struck off to John Cassil for the sum of Fifty three dollars Thirty three & one third cents, that being the two thirds of the appraisement and he being the highest and best bidder therefor June 4. 1844.

W. W. Steele Sheriff U. C. O.

Exc. Doc. No. 1. Page 9.

U. S. - Gilbert for &c
vs
Stephen Mclain

Debt	$146,25
Damages	2,57
Costs	7,66
Increase	30,77

Ff.

Serv	.35
Mile	.05
Adv	25
Inquest	1.00
Appraisal	15
Paid	1.06
Sheriff fee	2.86
Clk fee	3.00
App fee	1.50
Total	$7.36

Received payment of the within
Stephen 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 & tenement of Stephen McLain. to wit; four acres of land, lying south east of the town of Marysville bounded as follows, begining at a stake in the Weaver Road and corner to a lot owned by Wm. C. Lawrence and in the line of Joshua Matthias's land thence S. 96. 22 poles to a stake ~~thence~~ S. 88°30" E. 28½ poles to a stake thence N. 22½ poles to a stake thence W. 32 poles to the begining being part of survey No. 3351, 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 Matthew J. Gilbert the sum of one hundred & forty six dollars & twenty five cents ~~dollars~~ and two dollars & fifty seven cents, for his damages, together with $ 7,66 for his costs, with interest thereon from the 13th day July of July A. D. 1844 until paid, which late in our said Court the said Matthew J. Gilbert recovered against the said Stephen McLain as of record is manifest. Also, $ 30,77 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 26th day of April A. D. 1844

John Cassil CLERK.

Ex doc No 1 Pg 8

Union Comm Pleas

M. S. Gilbert for &c

vs

Stephen McCain

Debt	$146.25
Damages	2.57
Costs	7.66
Increase	26.55
this writ	41

Cr July 12, 1839, $21.01

Recd Jany 11. 1844.
Advertised property to be sold Febr 12th 1844 agreeable to advertisement at the Door of the court House but found no Bidders,
W W Steel Sheriff

fees	35
Mile	5
advtg	25
	65

Printer Fee 2,00

Filed February

Filed February 16, 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 Stephen McLain, to wit: four acres of land South of the town of Marysville and bounded South & East by land of 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 Matthew I Gilbert the sum of one hundred & forty six dollars & ~~twenty five~~ cents Debt & two dollars and fifty seven cents, for his damages, together with $ 7.66/100 for his costs, with interest thereon from the 13th day of July A. D. 1838 until paid, which late in our said Court the said Matthew I Gilbert recovered against the said Stephen McLain as of record is manifest. Also, $ 26.55/100 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, 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 M. I. Gilbert

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 11th day of January A. D. 1844

John Cassil CLERK.

Docket 101 Page 8

M. B. Gilbert for use

vs

Matthew McLane

Debt	$146.25
damages	2.57
Costs	7.66
	.46
Interest	24.60

to July 12. 1839 $21.01

Recd this writ Nov 17. 1841
Adv entered property for sale
Jan 7/15 1842. but not sold
for want of bidders

W W Steele Sheff

Serv	35
Adv	1.75
	2.10

Filed Jany 26. 1842.

James H Gell 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 thirteenth day of July A. D., 1838 M. S. Gilbert for &c

recovered against Stephen McLain

as well the sum of ~~$~~ $146.25 Debt & Two dollars and fifty three cents, for his damages, as the sum of $7.66 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 Stephen McLain which you have taken and which yet remain in your hands as you have entire (viz 4 acres of land S.E. of Marysville)

you cause to be made the Debt, damages and costs aforesaid, with interest thereon from the thirteenth day of July A. D., 1838, until paid. Also, the sum of $ 24.05 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 M. S. Gilbert for &c

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

Attest: James H. Gill CLERK.

M. J. Gilbert for use

vs

Stephen McLain

Damages	$2.57
Debt	146.00
costs	7.50½
Increase	23.65
Writ	.35

Rec'd this writ Sept 1. 1841
Property not offered for
want of Printers fee
Oct 19. 1841. W W Steele Shff

Serve — .35
Mile — .05

Filed Oct. 20. 1841
James 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 thirteenth day of July A. D., 1838 M. P. Gilbert for &c

recovered against Stephen McLain

as well the sum of one hundred and forty six Dollars ~~Debt &~~ Two dollars and fifty seven cents, for his damages, as the sum of $7.50 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 Stephen McLain which you have taken and which yet remain unsold as you certify you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 13th day of July A. D., 1838, until paid. Also, the sum of $23.65 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 M. P. Gilbert

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 31st day of August A. D., 1841

Attest: James H. Gill CLERK.

Issued Jany. 11th 1844

Mr Philbert for dr

v

Steph McLain

Summons in Plea
Case vendi
Mr Philbert atty
Jan 9 1834

Put up to Sale and
buy in by name
Mr Ph

Filed April 26th 1844
John Cafsil
Clerk

Issued April 26th 1844
John Cafsil Clk

M'Gilbert for Pl
v
S McLain

Union C.P.
Issue alias Trade
M'Gilbert atty

To ck Union Com Pleas Apl 25 1844

Civil/Domestic Case File

Case No. 1838-CV-0032

No. 38-CV-32

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

David Firebaugh et al
Defendant.

JUL TERM, 1838

JUDGMENT VS DEFENDANT

$1276 00

Journal 2 Page 34

Record No. 3 Page 161

Ex. Doc. 1 Page 124

Nuncupative Thos

Jr. Bank

David Fenbaugh

Jacob Fenbaugh

Philip Fenbaugh

John Fuck

Thomas Beard

Nan

Filed – July 14.
1838

James H. Gillespie
Clk

Cost bill made

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of July 1838.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of David Fryburger, Jacob Fryburger, Philip Fryburger, Jr. Zuck and Thomas Baker

Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of July A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Twenty four hundred dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Twenty four hundred dollars, and therefore they bring suit, &c.

By G. SWAN, their Attorney.

Coy Union Co

N. Bank

David Firebaugh

Jacob Firebaugh

Philip Firebaugh

John Zuck

Thomas Beard

THE STATE OF OHIO, } ss. Term, 1838
Knox County, }

And now Samuel Brush one of the Attorneys of this court appears in open court in behalf of the said Lewis Forbrush Jacob Forbrush Philip Forbrush John Finch & Thomas Bicket 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 promise and assumption aforesaid to the value hereunto annexed Seventy six dollars and _____ cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush Attorney for Defendants

The State of Ohio, Union County, ss: Marion

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 The President Directors & Company of the Franklin Bank of Columbus recovered against David Finbaugh Jacob Finbaugh Phillip Finbaugh John Zack & Thomas Beach as well the sum of Twelve Hundred & Seventy Six dollars and _____ cents, for their damages, as the sum of $7.56½ 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 David Finbaugh Jacob Finbaugh Phillip Finbaugh John Zack & Thos Beach 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 President Directors & 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 13th day of July A. D. 1838

Attest: Jas H Gill *Clerk.*

Sheriff's fees
Mileage — .25
Service — .25
Calling & Levy — 1.00
Advertising — 1.50
Notice & copy — .30
Copy of appraisement — .50
Entry on the — .10
Advertising — .25
Publication fee — .25
Crying sales — .50
Printing bills — 3.00
$7.10

Mon Com Pleas
Franklin Bank
vs
H. Ja
Jacob Finlaugh & others.

Damages $12 16.00
Cost $ 1.58
$1283.58
Mon costs $ .35
$1283.93

Allen Nov 13. 1838
Jas. W. Lee Atty

Rec'd this writ today 5. 1838
Joseph Durfee Shff
M. C. C.

Received this writ on the 5th day of August AD. 1838 and by virtue of the command thereof I did on the 17th day of August AD 1838 proceed (there being no goods and chattels found whereon to levy) to levy on the following property, towit, Section one in Township six South, Range fourteen contained within the Entry made by Joseph Cochran deceased described by meter and bounds as follows, towit, Beginning at the south west corner of James Johnson's lot thence North thirty degrees West forty two rods to a stake thence North forty seven degrees West one hundred and sixteen rods to a stake in the center of the road thence South thirty degrees East one hundred and twenty seven rods to the corner, a white Elm and Bur Oak thence North eighty seven degrees East eighty rods to the beginning. Also the South West quarter of Section thirty six Township five Range fourteen Also the North West quarter of Section one Township six Range fourteen Containing in all three hundred and sixty six acres more or less (saving and excepting two rods square of the above described tract of land which has been set apart as a burying ground) situated and being in the County of Marion and State of Ohio as the property of David Finlaugh and afterwards, to wit on the 22d day of September AD 1838 proceeded to have the same appraised by the oaths of C. R. Stone William Reiley and John J. Reiley three respectable and disinterested freeholders of said County who returned to me under their hands and seals that they appraised said lands upon actual view of the premises at three thousand three hundred dollars, a copy of which said appraisement was duly given in writing sent or mailed to the Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, and having duly advertised the said lands for sale by publication in the Freemans Banner a newspaper printed and in general circulation in said County of Marion, for thirty days previous to the day of sale, I afterwards, to wit, on the 26th day October AD 1838 in pursuance of said notice proceeded to offer said lands for sale at public auction at the door of the court house in Marion in said County and the same was then and there not sold for want of bidders.

Joseph Durfee Sheriff
M. C. C.

State of Ohio Marion County ss.
Be it remembered that on the 27th day of October AD 1838 before me Curtis Allen a Justice of the peace within and for said county personally appeared Alexander Springer printer of Freemans Banner a printed paper and in general circulation in said county of Marion. Who being duly sworn say that a notice a printed copy of which is hereunto attached was regularly published in said paper for five weeks in succession from the 25th day of September 1838 to the 24th day of October AD 1838 inclusive

Printer's bill $3.75
Publication fees 1.00
$4.75

Alexander Springer

Sworn to and subscribed before me this 27th day of October AD 1838
Curtis Allen J. P.

SHERIFF'S SALE.

By virtue of an execution to me directed from the Court of Common Pleas, within and for the county of Union, and State of Ohio, I shall expose to sale at public auction, at the door of the Court House, in Marion, Marion county, Ohio, on the 26 day of October next, between the hours of 10 o'clock A. M. and 4 o'clock, P. M. on said day, the following described real estate to wit:

Section one (1) Township six (6) South Range fourteen (14) in Marion county, Ohio, contained within the entry made by Joseph Cochran deceased, described by meters and bounds as follows to wit: Beginning at the south west corner of James Johnson's lot, thence north thirty degrees (30°) west forty two rods to a stake, thence north forty seven degrees (47°) west one hundred and six ceen rods to a stake in the centre of the road, thence south thirty degrees (30°) east one hundred and twenty seven rods to the corner, a white Elm and Bur Oak, thence north eighty seven degrees (87°) east eighty rods to the beginning; also the south west quarter of section thirty six (36) Township five (5) Range fourteen (14) in Marion county, Ohio—also the north west quarter of section one (1) Township (6) Range fourteen (14) in Marion county, O. containing in all three hundred and sixty Six Acres, more or less, saving and excepting two rods square of the above described tract of land, which has been set apart as a burying ground. Executed as the property of David Finlaugh, at the suit of the President, Directors and Company of the Franklin Bank of Columbus.

JOSEPH DURFEE.
Sheriff.

Sheriff's Office.
Marion, September 25. 1838.

Sheriffs fees
Mileage — ,25
Levies — ,25
Calling appraisers — 1,00
Appraisers fees — 1,50
Notice to appraisers — ,30
Copy of appraisal Clerk — ,50
Entry on doc — ,10
Advertising — ,25
Justices fees — ,25
Writing return — ,40
Poundage bill — 3,04
$7,10

Ohio Common Pleas
Franklin Bank
vs
Jacob Finkbaugh & others.
Damage $12,76.00
Cost $3,58
$1283,58
Rec'd writ $1283,91
Rec'd Nov 13. 1838
Jacob Stein Sheriff

Rec'd this writ 1838
Joseph Burgen Shff
M. C. O.

Received this writ on the 5th day of August AD 1838 and by virtue of the command thereof I did on the 17th day of August AD 1838 proceed (there being no goods and chattels found whereon to levy) to levy on the following property, towit, Section one in Township Six South, Range fourteen contained within the Entry made by Joseph Cochran deceased described by meets and bounds as follows, towit, Beginning at the south west corner of James Johnson's lot thence North thirty degrees West forty two rods to a stake thence North forty seven degrees West one hundred and sixteen rods to a stake in the center of the road thence South thirty degrees East one hundred and twenty seven rods to the corner, a white Elm and Burr oak thence North eighty seven degrees East eighty rods to the beginning. Also the South West quarter of Section thirty six Township five Range fourteen Also the North West quarter of Section one Township Six Range fourteen Containing in all three hundred and sixty six acres more or less (saving and excepting two rods square of the above described tract of land which has been set apart as a burying ground) situated and being in the County of Marion and State of Ohio as the property of David Firebaugh and afterwards, to wit, on the 22d day of September AD 1838 proceeded

to have the same appraised by the oaths of C. R. Stone William Reiley and John J. Reiley three respectable and disinterested freeholders of said County who returned to me under their hands and seals that they appraised said lands upon actual view of the premises at three thousand three hundred dollars, a copy of which said appraisement was duly filed in the sent by mail to the Clerk of the Court of Common Pleas within and for the County of Marion and State of Ohio. and having duly advertised the said lands for sale by publication in the Freemans Banner a newspaper printed and in general circulation in said County of Marion. for thirty days previous to the day of sale, I afterwards, to wit, on the 26th day October AD 1838 in pursuance of said notice proceeded to offer said lands for sale at public auction at the door of the court house in Marion in said County and the same was then and there not sold for want of bidders.

Joseph Burgen Sheriff
M. C. O.

State of Ohio Marion County ss.
Be it remembered that on the 27th day of October AD 1838 before me Curtis Allen a Justice of the peace within and for said county personally appeared Alexander Spring printer of Freemans Banner a printed paper and in general circulation in said county of Marion Who being duly sworn say that a Notice a printed copy of which is hereunto attached was regularly published in said paper for five weeks in succession from the 25th day of September 1838 to the 26th day of October AD 1838 inclusive

Publisher bill $3.00
Justices fees $00.25

Alexander Spring

Sworn to and subscribed before me this 27th day of Octo AD 1838

Curtis Allen J. P.

Union Common Pleas

Franklin Bank
vs
David Firebaugh et als

Dam	$ 1276.00
Costs	7.56
Increase	8.65
Writ	35

Filed Aug. 2nd. 1839

James H. Gill Clk

Rec'd this writ 23rd June 1839. Lot Klinefelter Shff
Mt. O. Ohio

No 14

Received this writ on the 23rd day of June 1839.
Levied on the 12th day of July 1839. Received of
David Firebaugh the sum of one thousand three
hundred and eighty six dollars and twenty
six cents cost and costs of mileage ($1386.26)

Joseph Klinefelter Shff
Mt. O. Ohio

Shff fees $ 16.40

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Marion 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 The President Directors and Company of the Franklin Bank of Columbus

recovered against David Firebaugh Jacob Firebaugh Philip Firebaugh John Zuck and Thomas Beach

as well the sum of Twelve hundred and Seventy Six dollars ~~and~~ ———— ~~cents~~, for their damages, as the sum of $ 7.56 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 of a former levy and which yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the ~~fourteenth~~ day of July A. D. 1838, until paid. Also, the sum of $ 8.65 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 13th day of May A. D. 1839

Attest: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1838-CV-0033

No. 38-CU-33

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Joseph Norwell et al
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT'

$18 75-

Journal 2 Page 35-

Record No. 3 Page 167

Ex. Doc. 1 Page 127

Union Com. Dtry

N. Bent

vs

Joseph Stowe
Sam. Stowe
&
Joshua Baldwin.

Filed July 14. 1838
James H. Gillett Clk
costs bill made

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of July 1838.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of Joseph Snow James Snow & John Baldwin

Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of July A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Three thousand ——— dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants, at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Three thousand ——— dollars, and therefore they bring suit, &c.

By G. SWAN, their *Attorney.*

Union Com. Pleas

Franklin Bank
vs
Fi. fa.
Joseph Newell & others

Damages $48.19
~~Debt~~ Costs 7.56½
$55.75½
This Writ .35
$56.10½

Filed Oct 26. 1838
Jas H. Geiger Cl'k

56.10
.35
.20
1.12
57.77

56.10½
1.12
.98
.35
.20
58.65½

58.57½

Received Nov. 1. 1838 of Lawrence and Robinson — 75
Stevens
Wilkey —
$40.00
10.00
$50.00
Costs Paid
Costs Paid Plaintiff
Wm G. Stevens S.

Received this writ this the 20th

The State of Ohio, Union County, ss:

To the ~~Sheriff~~ Coroner of ~~said~~ Logan 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 The President Directors and Company of the Franklin Bank of Columbus recovered against Joseph Newell Samuel Newell & Joshua Baldwin as well the sum of — Forty Eight — dollars and Nineteen — cents, for their damages, as the sum of $ ~~[illegible]~~ $1.56 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 Newell Samuel Newell & Joshua Baldwin 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 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 13th day of July — A. D. 1838

Attest: Jas H. Gill *Clerk.*

Coy. Unio Co

Fr. Beck

Jo. Neuer

Geo. Neuer

Joshua Belanger

THE STATE OF OHIO, } ss. July Term, 1838
Union County,

And now Samuel Brush one of the Attorneys of this court appears in open court in behalf of the said Joseph Shurer Samuel Shurer & Joshua Balaum 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 T. Bennett Dunlevy & 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 promise and assumption aforesaid to forty eight dollars and nine teen cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush Attorney for Defendants.

Civil/Domestic Case File
Case No. 1838-CV-0034

No. 38-CW-34

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

James McManechal
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT

$214 02

Journal 2 Page 36

Record No. 3 Page 168

Ex. Doc. 1 Page 125

Union Cir. Phas

Jo. Bank of
Columbus
v

James McMann
Solomon Weaver
John Kenady
Geo. Man.

Filed July 14
1838
James H. Gill Clk
cost. bill man

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
July 1858.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of James McCleery Solomon Weaver John Kennedy & George Man

Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of July A. D. 1858 at the county aforesaid were indebted unto the plaintiffs in the sum of four hundred dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request, and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs four hundred dollars, and therefore they bring suit, &c.

By G. SWAN, their Attorney.

Coy. Hunter
Ch.
Fr. Beale
Ignr. de Mem
Solomon Brown
Ob. Kinsey
Guy Man

THE STATE OF OHIO, } ss. July Term, 1838 –
Union County,

And now Saml. Brush one of the Attorneys of this court, appears in open court in behalf of the said James McMann Solomon Mann John Kenady & Geo Mann — 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 promise and assumption aforesaid to Two hundred & fourteen dollars and three — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendant .

S. Brush *Attorney for Defendants.*

Civil/Domestic Case File

Case No. 1838-CV-0035

No. 38-CV-35

Union Common Pleas Court.

Glenn W. McDonald
Plaintiff,

AGAINST

Stephen G. McLain,
Defendant.

JUL TERM. 1833

JUL TERM. 1838

JUDGMENT VS DEFENDANT
$788.59

Journal 2 Page 41

Record No. 3 Page 173

Ex. Doc. 1 Page 128

Union Common Pleas

"

Glenn & McDonald

vs

Dealin Dtto

Stephen & Jennett McLean

Filed July 14. 1838

James H. Gill Clk

Cost bill made

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

Union County } ss

Euan Glen & Colin McDonald partners Trading under the firm of Glen & McDonald Complain of Stephen McLean & James A McLean in a Plea of Debt for that whereas the said Stephen McLean & James A McLean the Seventh day of April in the year of our Lord Eighteen hundred & Thirty eight at Urbana Limit of Union County aforesaid made their certain writing obligatory of that date sealed with their seals & now to the Court here shewn & then & there delivered the same to the said Glen & McDonald & thereby bound themselves to pay to the said Glen & McDonald or order the sum of Fifteen hundred & Two Dollars & ninety seven Cents to be paid thereafter within one month after the date of said Writing obligatory which Period has now elapsed yet the said Stephen McLean & James A McLean have not paid the said sum of Money nor any part thereof to the damage of the said Glen & McDonald in the sum of Two ~~[illegible]~~ hundred Dollars & therefore they bring suit &c

Moses B Corwin Plffs
Atty –

And the said Stephen McLean & James A McLean by S. Brush their Attorney come & defend the wrong & injury when &c & say that they cannot gainsay the action of the said Plaintiffs Glen & McDonald & here in open Court by virtue of the Warrant of Attorney filed in this Cause confess that the Defendants do owe to the Plaintiffs the said sum of fifteen hundred & Two Dollars & ninety seven Cents the Debt in the Declaration mentioned & that the Plaintiffs have sustained Damages by reason of the Detention of said Debt to the sum of Thirty Eight Dollars & fifty nine Cents –

S. Brush Atty
for Defts

Stephen McLain

1582.$\frac{97}{100}$

due 7 July 1838

Paid on the within seven
hundred & fifty one $\frac{97}{100}$ dollars
26 April 1838 Glenn & McDowell

Urbana April 7th 1838

Three Months after date we jointly and severly promise to pay to Glenn & McDonald or order the sum of Fifteen hundred & two Dollars & Ninety seven cents for Value Received; and we do hereby severally autherise John H. James or any other Atorny at Law in the State of Ohio to appear for us and each of us in any Court of Record in said State at any regular term of such Court after the above note shall be due and in joint or several actions against us on the above note wave process or acknowledge service thereof accept a declaration there on and confess judgment against us in favour of Glenn & McDonald or any assinee thereof for the Amount then due on said note with all fees and Charges usually made by Attorneys for Collections and with costs of suit and thereupon release all errors and wave the right of Appeal in our behalf

Witness our hands and seals

Stephen McLain (Seal)

James A. McLain (Seal)

Union Com. Pleas

Glenn & McDonald
v
Stephen McLain &
James A McLain

Debt	$1502.97
Dam.	37.59
costs	7.56
writ	35
remittance	1548.47
	150.97
	$1696.50

Stayed by order of Pltff Glenn
July. 19. /38.

Sheff fees writ — 35
mileage 35
70 cts

H Vanmeter Sheff

Filed Nov. 10. 1838
Jas H Gill Cltk

No. 5

The State of Ohio, Union County, ss: Champaign

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 14th day of July A. D. 183 8 Evans Glenn and Colon McDonald Partners trading under the firm of Glenn & McDonald

recovered against Stephen McLain and James A. McLain

as well the sum of Fifteen hundred and two 97/100 dollars Debt ~~dollars~~ and $37.57 for ~~cents, for~~ their damages, as the sum of $ 7.76 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 and James A. McLain

you cause to be made the Debt damages and costs aforesaid, with interest thereon from the 14th day of July A. D. 183 8, 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 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 14th day of July A. D. 183 8

Attest: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1838-CV-0036

Civil/Domestic Case

1838-CV-0036

located with

Supreme Court Case

1839-SC-0005

Civil/Domestic Case File

Case No. 1838-CV-0037

No. 38-CV-37

Union Common Pleas Court.

Harvey Ward Plaintiff,

AGAINST,

Sidney Gilbert Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT

$193 28

Journal 2 Page 61

Record No. 3 Page 187

Ex. Doc. Page

Union Com pleas

Harvey Ward

vs Debt Summons

Sidney Gilbert

Served by Deerliff Copy left at
Defendants House
July 14th 1838

R Clark Sheriff

Serv — 35
Copy — 15
Mil — 5
— 55

Filed July 14. 1838
James H Gill Clk

Suit Brot on defts bond 72.00 executed and delivered
by deft to plaintiff Since a the first day of April 1836
and payable on or against the first day of April 1838 with
interest for the Sum of $166.66 by Orlando Reuchisay

State of Ohio Muskingum County ss

To the Sheriff of said County Greeting

We command you to summon Sidney Gilbert to appear before our Court of Common pleas at the Court House in Maysville forthwith to answer unto Harvey Ward in a plea of Debt for $166.66.0 Damages $0.00.0 and have you then there this Writ Witness D A Gill Clerk of the Court of Common pleas this 14 day July AD 1838

D A Gill CK

H Ward
vs
Gilbert

Non

filed August 7. 1858
James H. Gill clk

Oct 26. 1858
Debt $166.66
Damages 26.62

50
216

6.66
16
99.96
666
66,56
6
99.96
56664
66,56

July Term of the Court of Common Pleas
1838

Union County Ss

Harvey Ward Complains of Sindney Gilbert in a plea of Debt for that whereas the said Sidney on the first day of April in the year 1836 at the County aforesaid made his certain writing obligatory of that date sealed with his seal (and now here to the Court shewen) and then and there delivered the same to the said Harvey and thereby bound himself to pay to the said Harvey Ward or bearer one hundred and sixty six dollars and sixty six cents on or against the first day of April 1838 with interest which period has now Elapsed yet the said Sidney has not paid the said sum nor any part there of to the damage of the said Harvey $216.66 dollars and there upon he brings suit &c

by W B Lawrence his atty

Marysville union County ohio

onor against the first day of April 1838 I promise to pay Harvey Ward or bearer one hundred and sixty-six dollars and sixty-six cents with interest for value received as witness my hand this 1 day of April 1836

Sidney Gilbert (Seal)

Ward
vs
Gilbert

Filed July 14 1888
J. H. Gill Clk

Harvy Ward
vs
Sidney Gilbert } in debt
$166.66. Damages 50$

Clerk will issue Summons returnable forthwith and Endorse Suit Brot on Deft's single bill executed and delivered and sealed by Deft to Plaintiff given on the first day of April 1836 and payable on or against the first day of April 1838 with interest for the sum of $166.66.

By W. C. Lawrence his atty

Ten Months after date I promise
to pay Lancy W Evans or bearer the sum
of Twenty Dollars by him for Value
Rec.d February 16th 1837

W & B Morgan

16,10

125
20 2/3
1,45 2/3
27
5
1,45

66 2/3
8 11/3

next Saturday 12 o'clock

Judgment rendered on the within
for 6th against W. B. Moore
for the sum of twenty dollars
and eight cts A. Reeves J.P.
23,96 1/4
13,91 1/2
39,87 3/4

An appeal taken by
the defendant

23 96
13 91
38 87

W. B. Moore
Aug 1 1834

Civil/Domestic Case File
Case No. 1838-CV-0038

Civil/Domestic Case

1838-CV-0038

located with

Supreme Court Case

1840-SC-0004

Civil/Domestic Case File

Case No. 1838-CV-0039

No. 38-CN-39

Union Common Pleas Court.

James J Gray Plaintiff,

AGAINST

Henry Swartz & Co Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT
$460 43

Journal 2 Page 55 & 253

Record No. 3 Page 190

Ex. Doc. 1 Page 435

Suit Brot upon a promissory note executed by Defendants to James T. Gray & Co. and by them endorsed to plaintiff for $ 434 71/100 dated May 1st 1837 and payable six months after date

Brush & Gilbert
Attys for Plaintiff

July 13. 1838

Union Com. Pleas

James T. Gray
vs
Adam
H. Crooks &c

Serd by delivering to Dyslinus each a certified copy of Clerk's writ
July 13th 1838.

Serv — 75
Mil — 75
2 copies — 30
$1,60

Filed July 14 1838
J. Lee C.C.R.

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Henry Swarts and John P. Brookins late partners trading as H. Swarts & Co. to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto James L. Gray in a plea of assumpsit Damages $800. and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 13th day of July A.D. 1838

James H. Gill Clk

Union Com. Pleas
James J. Gray
vs. } Decb
H. Swartz & Co.

Filed July 14 1858
J H Gill Clk

State of Ohio, Union County, Court of Common Pleas, of the Term of July — One Thousand Eight Hundred and thirty eight —

Union — *County, ss.*

his James S. Gray — Plaintiff in this suit, by Brush & Gilbert his Attorneys, ~~Attorney complains of~~ complains of Henry Swartz and John P. Brooks, partners, trading as H. Swartz & Co.

Defendant S in this suit, of a plea of tresspass on the case, upon promises, &c. For that, whereas, the said defendant S heretofore, to-wit: on the first — day of May — One Thousand Eight Hundred and thirty seven at Pittsburgh 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, promised to pay to the order of James S. Gray & Co. Four hundred and thirty four 71/100 Dollars, without defalcation for value received and then delivered the said promissory note to the said James S. Gray & Co. and the said James S. Gray & Co. then and there endorsed — and then and there delivered the said promissory note to the said Plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendant S then and there became liable to pay to the said Plaintiff 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 Defendant in consideration thereof, afterwards, to-wit: on the day and year aforesaid, at Pittsburgh to wit, at Marysville — aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. yet the said Defendant S (although often requested so to do,) have not, nor either of them as yet ——— paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant S to pay the same, have hitherto wholly neglected and refused, and still neglect and refuse so to do, to the damage of the said Plaintiff of eight hundred ——— dollars, and therefore ~~they~~ he brings suit, &c.

Brush & Gilbert — *Attorneys for Plaintiff*

Union Com. Plea
James I. Gray
vs. } Praecipe
H. Swartz & bro.

Union Com. Pleas

James I. Gray

vs.}

Henry Swartz & John P. Brokens, late partners trading as H. Swartz & Co.

Assumpsit Dam. $800 —

The Clerk will issue a summons, returnable forthwith, and endorse; Suit brought upon a promissory note, executed by defendants to James I. Gray & Co. and by them endorsed to Plaintiff for $434 71/100, dated May 1st 1837. and payable six months after date —

Brush & Kilbut
Attys. for Plaintiff

July 13th 1838 —

To the Clerk of Court of Com. Pleas U. Co. O.

Recd Nov 26th 1838 no goods & chattles found
Jany 3d 1839 Levied upon in Lots Nos 66:67
:97:98 & 99 in the Town of Elkwood and appraised the same by the oaths
of Wm Philips Nathan Richardson & Alexander
Douglass as follows Lot No 66 at 28 dollars 67
at 28 dollars 97 & 98 at 350 dollars and 99 at
80 dollars
Jany 3d 1839 Levied upon in Lot No 13 in the
Town of Elsie and Appraised the same by
the oaths of David Welch Wm Sirplus & David
Carr to fifteen dollars - Advertised Lots to sell
March 4th 1839 offered Lots for sale agreable
to Advertisement and found no Bidders

R Clark Sheriff

Union Cir. Clerk

Jas. G. Gray
vs
Henry Swarts & Co
Judgt $460.43
Costs 10.30½
35
Mrit $471.08½

Serv 50
2 Lays 75
2 Inquests to 2.00
Copies Sheriff 50
Mil 3.00
Attorneys fees 2.00
Mt Dft — 2.00
Mt Dft — 2.25
$11.80

Filing Ptl 22. 1839
Jones & Lucelle

No 24

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 26th day of October A. D. 1838 James J. Gray

recovered against Henry Swarts and John T. Brockens

as well the sum of Four hundred and Sixty dollars and Forty three cents, for their damages, as the sum of $10.30½ 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 Henry Swarts and John T. Brockens you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October 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 Jas. J. Gray

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: Jas. H. Gill Clerk.

Recd May 26th 1840 Advertised property to sell on the 4th day of July 1840 and sold the ~~same to James Hayes~~ in Lots Nos 9 & 10 in the Town of Richmond to James Hayes for eighty three Dollars thirty four cents the rest of the property not sold for want of time

R Clark Sheriff

Sem — 5,5
Mil — 7,5
Pit Fee 3,00
Mr — Fee 2,25
1,67
8,22
Justice fee 2,5
$8,47

Marion Com. Pleas

John. A. Gray —
vs Exo. No 1
W. Swarts. and
Wm. P. Martin

Exam — $466.43
Cost — 10.30½
Interest — 38.23
Writ — .35
$509.31½

Filed May 8th 1840
Jas. H. Gill Clk

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 Henry Swarts & John P. Brookins

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 James J. Gray the sum of Four hundred & seventy dollars and seventy three cents & one half with interest thereon from the 26th day of Oct A. D. 1838 until paid. Also, $38.23 increase of costs, which late in our said Court the said Jas. J. Gray recovered against the said Henry Swarts & Jno. P. Brookins 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 James J. G

Her en there this writ.

Witne at the court-house

Clerk.

Sheriff's Sale.

BY virtue of an execution 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 said county on the 7th day of July next, the following real estate to wit: In lots Nos. 66, 67 and 69; also Nos. 9, 10, 97 and 98, in the town of Richwood. Nos. 66, 67 and 99, levied as the property of Henry Swartz and John P. Brookins—and Nos. 9, 10, 97 and 98 levied as the property of Henry Swartz Also, No. 13 in the town of Essex in said county, levied as the property of John P. Brookins—all at the suit of James J. Gray.

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 McBratney & maketh 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. McBratney

Sworn to & subscribed before me this 7th day of July A D 1840

Justice fee 8-25

Wm. H. Frank J. P. Seal

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 Henry Swarts & John P. Brookins

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 James J. Gray the sum of Four hundred & seventy dollars and seventy three cents & one half with interest thereon from the 26th day of Oct. A. D. 1838 until paid. Also, $38.23 increase of costs, which late in our said Court the said Jas. J. Gray recovered against the said Henry Swarts & Jno. P. Brookins 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 James J. Gray

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* May A. D. 1840.

Jas. H. Gill Clerk.

TAILORING!

Iains Wm	W
atfield Adam	Witter David 2
oskins Alpheus	W W Woods 3
	I
	Weslake Josiah
glish D W	Woods Ira
win Wm	Wm A B Wright 2
	K
	Wood Samuel
anada John	

☞ Persons calling for the above letters will please say advertised.

GEO. W. CHERRY, P. M.

July 2, 1840. 3t

The State of Ohio
Union County } ss.

Be it remembered that on this 4 day of July A.D. 1840 before me the subscriber a justice of the peace for the County of aforesaid Robert McBratney maketh 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. McBratney

Sworn to & subscribed before me this 7th day of July A.D. 1840

Justice fee $-25

Wm. H. Frank J.P. Seal

Union Common Pleas

James J Gray

vs

Henry Swarts and John P Brookins.

Damages $460.43
Cost 10.30
Increase 72.61

Credit July 7th 1840 $83.34
$83.34
July 30th 1842 30.00
$113.34

Serv 35
Mile 75
Advtg. 1.75
2.85

Filed October 29, 1842.
John Cadwl, Clerk
pro tem.

Sale Oct 24

Recd this writ Sept 7. 1842 and have taken property for sale Oct 24. 1842, not sold for want of bidders Oct 24. 1842 No Property found whereon to levy
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 those lands and tenements of Henry Swarts and John P Brookins lowit. In Lots No's 66 & 67 appraised at 25$. & 97 & 98 at 175$ all in the town of Richwood in said County of Union

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 James J Gray the sum of $460.43 and $10.30½ Costs

with interest thereon from the 26 day of October A. D. 1838 until paid. Also, $ 72.42 increase of costs, which late in our said Court the said James J Gray recovered against the said Henry Swarts and John P Brookins 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, ~~Jesse H. Gitt~~ John Caple Clerk Protem, ~~Clerk~~ of said Court, at the court-house aforesaid, this 7th day of September A. D. 1842.

John Caple Clerk Protem

Union Com. Pleas

James J. Gray

vs } P. 7 No 10

Swartz & Brockins

damages	$460.43
costs	10.30
Ducaseo	62.58
writ	35

Cr July 7. 1841 $83.34

Advertised property for Sale Oct 25 1841. not sold for want of Bidders

W W Stuckshoff

Serv	35
~~Mile~~	
Adv	1.75

Filed Oct 26. 1841

James 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 26th day of October A. D., 1838 James P. Gray

recovered against Henry Swartz and John P. Brockins

as well the sum of Four hundred and Sixty ——— dollars and forty three cents, for his damages, as the sum of $10.30 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 Swartz and Brockins which you hold by virtue of a writ heretofore made and which yet remain unsold as you certify

you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October A. D., 1838, until paid. Also, the sum of $62.58p 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 P. Gray

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 August A. D., 1841

Attest: James H. Gill, CLERK.

Union Com. Pleas

James A. Gray

vs

Z No 10
Page 7

Surety & Brockein

Damages $460.43
costs 10.30
Increase 59.63¼
Writ .61

A

Ex July 7. 1840 $83.34

Recd Afd in Apl 24. 1841

Advertised property for Sale
June 2. 1841 not sold for
want of Bidders. No property
found to levy upon. W. Steele Sheriff

Fee Service — 35
Adv — 2.25
2.60

Filed June 5. 1841

James H. Reed Clk

57.63¼
2.60
.35
62.58¼

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 Henry Swartz and John P. Brooking (Tenants) Lots in the Town of Richwood No. 97 & 98. appraised at $175.00 No. 99 at $45.00 & 66 & 67 at $25.00 and lot No 13 in the town of Essex appraised at $15.00

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 James S. Gray the sum of Four hundred and sixty dollars & forty three cents damages and $10.30 cts

with interest thereon from the 26th day of October A. D. 1838 until paid. Also, $57.63 cts increase of costs, which late in our said Court the said James S. Gray recovered against the said the said Henry Swartz and John P. Brooking 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 Gray

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.

Union Com. Pleas

James J. Gray

vs

Swartz & Brookins

damages	$460.43
costs	10.30½
Increase	47.05
writ	.35

Cr Aug 7. 1840 $83.34

Serv	55
Coll Inquest	100
Pet Adm	2,50
Writ Adm	2 25
Mil	75
Pound age	40
Apr fee	1 50
Copy Apr	20
	9,15

Filed Oct 6. 1840
Jas H Gieselman

Rec'd July 27th 1840 Sixty & seventy acres to command in execution by the sheriff of Wm Hamilton & Wm Hoskinson as follows lots No 98 at $1175 Dollars lot 99 at $475 Dollars and 66 ft at $25 Dollars and Sixty & tell on the 6th day of October Sheriff property appraised to satisfy judgment and costs & costs $9,00

P 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 26th day of October A. D. 1838 James J. Gray recovered against Henry Swartz & John P. Brooking as well the sum of Four hundred and fifty dollars and forty three cents, for his damages, as the sum of $10.30½ 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 Swartz & Brooking (after having the same reappraised) which you lately took into your hands & which, as you have certified, yet remain unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October A. D. 1838, until paid. Also the sum of $47.05 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 Jas. J. Gray 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 27th day of July A. D. 1840

ATTEST: Jas. H. Gill Clerk.

2.15
.35
2.50

Union Common Pleas

James J. Gray

vs

No. 15

Swartz & Brookins

Damages	$460.43
Costs	10.30½
Increase	56.55
Writ	.35
	527.63
Cr July 7. 1840	$83.36
due Nov 24. 1840.	$507.60
Service — —	.35
Mileage — — —	.00
Adv log — — —	1.62½
	4.72½

Advertised to sell Decr 21. 1840
but not sold for want of bidders
Decr 21 1840 W Stuch Sheff

Filed Dec 21. 1840
Jas. H. Ewbelle

4.72½
56.56
.35
57.63½

Advertised for sale Decr 21 1840

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 26th day of October A. D., 1838 James P. Gray

recovered against Henry Swartz and John P. Brockins

as well the sum of Four hundred and sixty dollars and forty three cents, for his damages, as the sum of $10.30½ 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 Henry Swartz & John P. Brockins which are holden by virtue of a former levy and which yet remain unsold as you have entered on Court you cause to be made the damages and costs aforesaid, with interest thereon from the twenty sixth day of October A. D., 1838, until paid. Also, the sum of $ 56.56 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 P. Gray

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 Seventh day of November A. D., 1840

Attest: James H. Gill CLERK.

Lots in the Town of Richwood Nos. 97 & 98 appraised at $175.00 99 at $45.00 & 66 & 67 at $25.00 & Inlot No 13 in the Town of Essex appraised at $15.00

56.56

Union Com. Pleas

James D. Gray

vs

H. Swartz & J. P. Brooks

damages	$460.43
Costs	10.30½
	470.73½
Increase	18.29
mit	.35

Filed Nov. 1. 1839

James H. Gillelle

18.29
.35
9.12½
27.76½

No 12

In Lots 66. 67. 97. 98 & 99
in Richwood

In Lot 13 in Essex

property Levied on and
Sold on the within

Levy	45
Inquest	1.00
Pet Adv	2.87½
Wit Adv	2.25
Mit	.80
Appr fees	1.50
Copy Adv	.15
	$9.12½

Sd

Recd July 17th 1839 on good & found
July 22nd levied upon in Lots 98 & 10 in the
Town of Richwood not offered for sale
there being an incumbrance upon the Lots
Advertised Lots of Jerney Levy to sell on
the 31st Oct offered Lots for sale and
found no bidders

T. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to expose to sale the lands and tenements of Henry Swarty and John P. Brookins 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 James G. Gray the sum of Four hundred and seventy dollars and seventy three cents & one half with Interest thereon from the 26th day of October A.D. 1838 until paid - Also $18,29 Increase of costs which late in our said Court the said James G. Gray recovered against the said Henry Swarty and John P. Brookins as of Record is manifest And if in your opinion the property remaining in your hands not sold 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 the same before the said Court on the first day of next Term to render unto the said James G. Gray. Hereof fail not at your peril and have then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 17th day of July. 1839

James H. Gill Clerk

Union Com. Pleas

James L. Gray
vs
Henry Swartz &
John P. Brookins

Damages	$ 460.43
Costs	10.30½
Increase	12.15
Writ	.35
Ser	.55
Alias	.55
Alias & Ser	2.25
Pet	2.94
	5.79

460.43
10.30½
470.73½

Filed this 20th day of May 1859
Judgment for plaintiff to roll on 12th day
Thereof unless defendants appear
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 26 day of October A. D. 18 38 James S. Gray recovered against Henry Smalts & John P. Brookins as well the sum of Four hundred and sixty dollars and forty three cents, for his damages, as the sum of $ 10.36½ 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 Defts which you hold by virtue of a former Levy and which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October A. D. 18 38, until paid. Also the sum of $ 12.15 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 Jas. S. Gray 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. 18 39

ATTEST: James H. Gill Clerk.

35
12.15
5.74
18.29

Union Com. Pleas

James J. Gray

vs No. 8

H. Swarts and

John P. Buckin

damp	$460.43
Cost	10.30½
Interest	28.64
costs	.35
	$499.12½

Serv	55
Leny	35
Mile	75
Inquest	1,00
Appraisement	1,50
Pet Adv	2,25
Mtr Adv	2,25
Poundage	59
	$9,24

Filed May 4th 1840

Jas. H. Gill Clerk

Recd Sale on 8th 1839

Nov 30th Recd of P. G. Gray Sheriff of Muskingum Co. 98 10 in the Case of Nicholas Swarts against John P. Buckin and the Rec'd Day of March 1839 fully to sell and pay no Debts no more property found

T. 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 Henry Searts and John P. Brookins

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 James J. Gray

the sum of Four hundred and seventy dollars and seventy three cents & one half

with interest thereon from the 26th day of Oct A. D. 1838 until paid.

Also, $ 28.64 increase of costs, which late in our said Court the said John J. Gray recovered against the said Henry Searts & John P. Brookins

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 John J. Gray

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* Nov.

A. D. 1839.

James H. Gill Clerk.

Union Common Pleas.

James J. Gray
vs.
Swartz & Brookins.

Damages,	$460.43
Costs,	10.30½
Increase,	75.38
	$546.11½

Cr. July 7, 1840,	$83.34
" July 30, 1842,	30.00
	$113.34

Recd this writ Nov. 19. 1842

Fees — 3.75
Mile — 0.5
Adv F. 1.75

Filed March 24th 1843
John Cajie Clerk

Advertised Property for Sale March 25. 1843. Not Sold for want of Bidders, No other property found whereon to levy
March 27. 1843
W W Steele Ptff

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 Henry Swartz and John P. Brookins, to wit: In lots Nos. 66 & 67, appraised at $25, and Nos. 97 & 98, at $175, all in the town of Richwood, in said County of Union,

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 James J. Gray the sum of $460.43 damages, & $10.30½ costs.

with interest thereon from the 26th day of October, A. D. 1838, until paid. Also, $75.38 increase of costs, which late in our said Court the said ~~Henry Swartz and John P. Brookins~~ James J. Gray recovered against the said Henry Swartz and John P. Brookins, 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 James J. Gray.

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

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

John Cassil, Clerk.

141 4 4 35

James F. Gray
vs
Henry Avery & John P. Brooks

Damages $460.43
Costs 10.30½
Increased Costs 86.48
" this writ .41

Octobr 30. 1839. $829.65
" July 7 1840 83.34
Costs 20.00
" July 30. 1842 - 30.00
" Aug 3. 1847. 11.06

Filed April 14. 1857
Rich Rudolph clerk
Discharged
Allen Faulkner Atty for
Plaintiff

Received this writ november 24th 1850
I Advertised the with in described real estate in the Marysville Tribune a Newspaper Published and in general circulation in union County and State of Ohio for at least 30 days previous to the day of Sale, I afterwards to wit on the 29th day of January A.D. 1851 it being the day i advertised the same to be sold between the legal hours of 10 oclock A.M. and four oclock P.M. offered the same for sale at the door of the court house in said county by Public auction and ~~did not sell for want of Bidders~~ sold Lot No 66 to I B Williams for $8.00 dollars ~~and~~ and No 97 at $33.33⅓ cents No 98 at $26.66⅔ cts the said Williams being the highest and Best Bidder each Lot was sold for two thirds of the appraised value all of said Lots were sold to James B Williams

Fees
Milage 35
Advertising 25
Levies 35
~~Copy Adv. 25~~
Poundage 1 36
Pr fee 2 75

My fee Returned
Printers fee paid
William L Mack 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 Henry Swartz and John P. Brookins lowit In lots No. 66. 97 and 98 in the town of Richwood Union County Ohio.

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 James F. Gray

the sum of Four Hundred and Sixty ——— dollars and forty three cents for his ——— damages, together with $ 10.30½ for his costs, with interest thereon from the 26th day of October A.D. 1838 until paid, which late in our said Court the said James F. Gray —

recovered against the said Henry Swartz & John P. Brookins

as of record is manifest. Also, $ 86.48 ——— 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 James F. Gray

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

Witness, ~~JOHN CASEIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 28th day of November A.D. 1850

James Kirkade Jr Clerk.

Dat J Gray
v
Thos L Brooks

Suppose T. 1838

Issue trade with order for new appraisement —

Also issue fi fa to Sheriff of Wyandotte County & send it to me

W J Gibbs
Atty Pltff

To Clk Union Com Pleas.

Oct 4 1838

Ex. Docket page 143

J. S. Gray
vs
H. Lewis & J. S. Brackin

Damages	$ 460.43
Costs	10.30½
Interest	74.36
Writ & order of H.	1.41

Ex. Nov. 30 1839	$ 29.65	
" July 4 1840	83.34	
Oct. 6 "	2000	
	132.99½	bal
July 30 1842	30.00½	bal
	$ 162.99	

Filed May 5 1847
Wm Bigbie Clerk

Recorded

Received this writ Novr 19th 1846
In obidience to the within command I had the within described real Estate appraised on the 24th day of March A.D. 1847 by the oaths of James Hall, Bethuel McMullen and G. H. Marriott as follows, to wit; Lot No. 66 at $12. No 67 at $12. No 97 at $50. and 98 at $40. and duly advertised the above Real Estate for Sale by publication in the Argus A Newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of Sale. I afterwards to wit; on the 3rd day of May A.D. 1847 between the legal hours of 10 O'clock A.M and four O'clock P.M. in pursuance of said Notice proceeded to offer said land for sale at public auction at the door of the Court House in the Town of Marysville in Said County. No Sale for want of Bidders

Fees— Inquest $1.00
mileage .70
Service .35
advertising 2.5
Appraisers Fee $1.50
Printers Fee $2.00 — $5.80

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 Henry Swarty & John S. Brookens, to wit; in Lots Nos. 66, 67 - 97 & 98 in the Town of Richwood O. (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 James J. Gray the sum of four Hundred & sixty dollars and forty three cents, for his damages, together with $ 10,30½ for his costs, with interest thereon from the 26th day of October A. D. 1838 until paid; which late in our said Court the said James J. Gray recovered against the said Swarty & Brookens as of record is manifest. Also $ 74,36 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 Gray

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 19th day of Nov. A. D. 1846.

John Cassil CLERK.

Ex. Docket Page 435

James S. Gray
vs
A. Lowry & J. A. Brooks

Damage	$460 43
Costs	10 30½
Execu	81 98
Writ	41

Ex. Nov. 30-1839 $29 65
" July 7th 1840 83 34
" Oct 6 " " 20 00
" July 30th 1842 30 00

Sheriff's Off 31st 1847
John Lassie Clk

Recorded

Received this writ May 31st 1847. I duly advertised the within named Real estate for sale by Publication in the Argus A Newspaper published and in general circulation in Union Co. Ohio for thirty days previous to the day of sale. I afterwards to wit. on the 3rd day of August 1847 in pursuance of said notice proceeded to offer said real estate for sale by public auction at the door of the Court House in ~~the County~~ of Marysville in said County and sold Lot No (67) sixty seven for Eleven dollars and six cents and received Payment ballance not sold for want of bidders my fees retained being $3.17

Fees— mileage 5
Service 35
Poundage 22
advertising 25
Printers Fee 2.00

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 Henry Swartz & John P. Brookens, to wit; in Lots No's 66-67-97 & 98 in the town of Richwood Union Co. O.

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 James J. Gray the sum of four Hundred sixty dollars and forty three cents, for his damages, together with $ 10 30½ for his costs, with interest thereon from the 26th day of October A. D. 1838 until paid; which late in our said Court the said James J. Gray recovered against the said John P. Brookens & Henry Swartz as of record is manifest. Also $ 81,98 increase of costs, and accruing costs. And if in your opinion the property levied on in your hands not sold will be insufficient to satisfy the Judgt. aforesaid then you are hereby commanded that you levy the same upon the goods & Chattels, Lands & 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 sd. 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 said James J. Gray

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 31 day of May A. D. 1847.

John Cassil CLERK.

435

James L. Gray
vs
Henry Swartz & John P. Brookins

Damages $460.43
Costs — 10.30½
Increase Costs 85.26
Writ .41

Recorded

Ex Nov. 30. 1839 $29.65
" July 7th 1840 83.34
" Oct 6 " 20.00
" July 30. 1842 30.00
" Aug. 3 1847 11.06

Filed Nov. 18. 1850
James Kinkade Jr Clerk

Thos Baldwin atty for Plaintiff

No 2 Returned at costs

Received this writ October 12. 1850 No other goods or chattels lands or tenements found whereon to levy not advertised for want of purchasers.
This writ received of former Sheriff October 30th 1850
Fees Levy 35
Mileage 5
Advd Not advertised for want of time November 18 1850
William C. Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Henry Swartz and John P. Brookins, to wit: In lots Nos. 66. 97 and 98 in the town of Richwood Union County Ohio.

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 James I. Gray

the sum of Four hundred and Sixty dollars and forty three cents for his for damages, together with $10.30½ for his costs, with interest thereon from the 26th day of October A.D. 1838 until paid, which late in our said Court the said James I. Gray

recovered against the said Henry Swartz and John P. Brookins

as of record is manifest. Also, $ 85.26 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 James I. Gray

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

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 12th day of October A.D. 1850

James Kirkade Jr Clerk.

Ex Docket No. 1. Page 7

James A. Gray

v

3

Searcy & Buckner

damages	$460.43
Costs	10.30
Execut	63.57
writ	.35

Ex July 7. 1840 $83.34

Recd this writ Nov 17. 1841
Advertised property for sale
Jan 7. 15 1842 but not sold
for want of bidders
W M Steele Sheff

Serv — 35
Adv — 1.75
2.10

Filed Jan 26. 1842
James H Gee 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 26th day of October A. D., 1838 James J. Gray

recovered against Henry Searty and John P. Berkins

as well the sum of Four hundred and sixty dollars and forty three cents, for his damages, as the sum of $10.30 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 Searty & Berkins

you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of Oct A. D., 1838, until paid. Also, the sum of $63.57½ 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 J. Gray

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 Seventeenth day of November A. D., 1841

Attest: James H. Gill CLERK.

175 / 97 & 98 — 45 / 99 — 67 / 66 & 67 — 15 / 13 Essex

Richwood

Recd this writ June 6. 1842 Advertised property for sale at the door of the Court House in Marysville on the 30th day of July AD 1842 Offered the same by Public Outcry on the 30th July and sold to David Hank In lot No 99. for 30 — $ he being the highest & best Bidder and that sum being the two thirds of the appraisement. the residue not sold for want of bidders July 30. 1842

W W Steele Sheriff

Fee
35 Serv
1.50 Advty
.60 Poundg
2 45

Docket No 1 Page

James S. Gray
v
Smith & Brookins
Damages $60.43
costs 10.30½
Interest 65.67½
Ex July 7. 1840 $83.34

Recd of Stuart Sheriff the
$1.50 Leonard Hank
Advertising fee in this case
Rec Advertisement fee in
Paper July 30. 1842
$2.50 John Gaylor
Publisher

Writ Aug 2nd 1842
Amy H. Gill Clerk

Sale July 30

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 Henry Swartz and John P. Brookins to wit Lots Nos. 66 & 67. appr. at 25$ & 97 & 98 at $175. and 99 at 45$ all in Richwood

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 Jas. F. Gray

the sum of $460.43 & $10.30 cts costs

with interest thereon from the 26th day of Oct A. D. 1838 until paid.
Also, $ 65.67 increase of costs, which late in our said Court the said Jas F. Gray recovered against the said

Henry Swartz and John P. Brookins

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 Jas F. Gray

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

Jas. H. Gill Clerk

Gray
vs
Swartz & Brookins

Pres for Def

Filed Oct 10th
1850
Atkinson Clerk

Columbus Oct 5th 1850

J Hunkade Jr

Dear Sir

If there was an order of sale entered at your last term in the Case of Ruppright vs. Ruppright et al (Partition matter) please issue order of sale immediately to the Sheriff – Also in the Case of Gray vs Frantz & Brothers issue a bendi with a clause

And oblige yours truly

J W Palmer

200

~~750~~ 750

40.00

E

200
7
1400
12) 1400
2) 117
58

$700
175
$875

J. A. Spay

vs

Swartz & Brokeins

Office bench writs & Clerks returnable to next term

May 4th 1847

Gilbert & Baldwin
Attys for Plff

Received May 5th 1847

Civil/Domestic Case File

Case No. 1838-CV-0040

No. 38-CV-40

Union Common Pleas Court.

Stephen McLain
Plaintiff,

AGAINST

Stephen Miller,
Defendant.

April 1839.

Discontinued

Journal 2 Page 98

Record No. Page

Ex. Doc. Page

Uncia Cameron Plas

Stephen L. Miller

vs } Precepit in
} Debt.
} }

Stephen McLean

Filed July 14th 1838
James H. Gillelk
Post bill mau

M K Cameron atty

Union County Pleas 1858

Stephen L. Miller
vs
Stephen McLean

Debt on Bond $8000.00
Damage $8000.00

Issue a Summons returnable forthwith & Endorse "This suit is brought to recover the Penalty of a Bond given by the Defendant to the Plaintiff for $8000.00 bearing date the 16th day of November AD 1857"

14th July 1858

J. D. Gill Clk –

Chas B. Carmin
Plffs Atty

This suit is not to recover the penalty of a Bond given by the Defendant to the Plaintiff for $8000.00 bearing date the 16th day of November A.D. 1835

Mead & Cormie
Pltff's atty

Union Com. Pleas.

Stephen L. Miller
v } Summons
Stephen McLain

Served by delivering to Defendant a Certified Copy — R Clark Sheriff

Serv	35
Mil	5
Copy	15
	55

Filed July 16. 1838
James H. Gill Clerk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Stephen McLain to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Stephen L. Miller in a Plea of Debt on Bond $8000.00. Damages $8000.00 and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 14th day of July 1838

James H. Gill Clk

Civil/Domestic Case File

Case No. 1838-CV-0041

No. 38-CV-41

Union Common Pleas Court.

Rawson Clark
Plaintiff,

AGAINST

P & S Sharp,
Defendant.

APR TERM 1839

JUDGMENT VS DEFENDANT
$200 00

Journal 2 Page 96

Record No. 3 Page 213

Ex. Doc. 1 Page 157

Randon Clark Shp
vs
Peter and Seth Sharp

Trespass

Filed July 16. 1838

James H. Gill Clk

Ranson Clark Sheriff Union Co
vs
Peter Sharp & Seth Sharp

in Debt $300.00.0
Damages by detention thereof fifty dollars

Issue a summons returnable forthwith

Endorse. Suit B not to on single bond, undersealed given by defendants to plaintiff for three hundred dollars dated 6th day of March 1838. W C Lawrence atty for pltff
Clk of Com Pleas Union Co

Suit Brot on single Bond under seal given by Defendants to Plaintiff for three hundred dollars dated 6th day of March 1838 W. C. Lawrence atty for Pltff

Served by Delivering a certified Copy to Each Defendant
July 16th 1838 J. D. Stark Coroner

Lawrence County Pleas
Hanson & Clark
vs
Peter Clark and
Celia Clark
Orig ——— 4.75
Alias ——— 2.50
2 Copys ——— .80
$7.55

Filed July 16. 1838
James H. Lee Clk

State of Ohio Union County }

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

We command you to summon Peter Sharp and Betty Sharp to appear forthwith before our Court of Common Pleas to answer unto Rawson Clark in a plea of Debt $300.00 Damages Fifty Dollars and have you then there this writ

Witness James H. Gee Clerk of the Court of Common Pleas in and for said County this 16th day of July 1838

James H. Gee Clk

R Clark
vs
P & S Sharp

Nar

Filed Oct 24th 1838
Wm H. Gillette
Cost bill made
Recorded

And thereupon he brings suit &c
By Ho Todd his attorney this day

State of Ohio
Union County Ss

Union Com, Pleas July Term 1838

Ransom Clark (Sheriff of said County) Complains of Peter Sharp and Seth Sharp in a plea of Debt for that whereas the said Defendants on the sixth day of March in the year 1838 at the County aforesaid made his certain ~~promissory~~ note writing obligatory of that date sealed with their seals (and now here to the Court shewn) and then and there delivered the same to the said Ransom Clark Sheriff of said County as aforesaid whereby the said Peter Sharp and Seth Sharp bound themselves their Heirs and ~~and~~ administrators Jointly and severally to the payment of three hundred dollars to the said Clark as aforesaid, in default of and subject to the following condition contained in and under said writing obligatory whereby it is provided that whereas the above Sheriff Clark has levied with an Execution against the said Peter Sharp in favor of the State of Ohio on 2 gray mares, 5 colts, 1 two year old colt 1 muly Cow, 5 calves a quantity of hay and corn 1 two horse waggon & harness 2 oat stack, 2 sows & pigs, 8 fat hogs 1 Bureau 1 wheat fan, 1 two horse plow 1 shovel plow a quantity of potatoes in the ground, 12 acres of wheat in the ground, 3 sows, 15 shoats 1 cradle and scythe, 1 Bay Mare, 1 Harrow and, 1 pair harness now if the said Sharps deliver to the said Sheriff the above described property at the time and place that shall be designated by the ~~by~~ officer holding an Execution on said Judgement in like good order that it is now in this obligation shall be void. otherwise to remain in full force in law and the said Ransom Clark avers that the said Peter Sharp and ~~Seth~~ ~~Seth~~ Sharp nor either of them did not nor have they or either of them though often requested delivered to said Clark, Sheriff as aforesaid the said property nor any part thereof. he the said Clark still holding said Execution on said Judgement against said Peter Sharp, and though said Clark had designated a convenient place and suitable time to said Sharps for the delivery of the same, wherefore the said Ransom Clark says that he has sustained damages to the amount of three hundred dollars

State vs
P. Sharp
Bond to Deliver
Property

Be it remembered that we Peter Sharp and Seth Sharp are held and firmly bound unto R Clark Sheriff of Union County in the sum of three hundred Dollars to the payment of which we bind ourselves our heirs and Administrators jointly and severally by these presents to signed and sealed by us this 6th day of March 1838 the condition of the above obligation is such that whereas the above Sheriff Clark has levied with an execution against the said P Sharp in favor of the State of Ohio on 2 grey Mares 5 Colts 1 two year old Colt 1 mule Cow 5 Calves a quantity of Hay & Corn 1 two Horse Waggon & Harness 2 oat Stack 2 sows & pigs 3 fat Hogs 1 Bureau 1 wheat fan 1 two horse Plow 1 shovel Plow a quantity of potatoes in the ground 12 acres of wheat in the ground 3 sows 15 sheats one cradle & scythe 1 Bay Mare 1 harrow 1 plow Harness now if the said Sharps deliver to the said Sheriff the above described property at the time and place that shall be designated by the Officer holding execution on said judgment in like good order that it is now in this obligation shall be void otherwise to remain in full force in Law

March 6th 1838

Peter Sharp Seal

Seth Sharp Seal

Union Com. Pleas

Random Clark

vs } Summons

P. & S. Sharp

Serv ——— 12½

Mil ——— 50

$2 2½

Filed Apl 22. 1839

James H. Gill Clk

Served by Reading

R. Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Elisha White

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 Ransom Clark in a certain matter in controversy in our said Court depending: wherein Saiu Clark is plaintiff, and Peter & Seth Sharp defendants And this he 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* 25 *day of* Feb *A. D.* 1839

James H. Gill *Clerk.*

Peter Shupp & Seth Shupp
ads
Rensselaer Co
Pres
Filed Apl 26. 1839
Jas. H. Gill clerk

Peter Thompson & Seth Thompson
vs
Ransom Clark Sheriff &c

April Term AD 1839

And the said defendants come and defend &c and say that if they did make and publish as the plaintiff hath in his declaration declared against them one as is expressed in the said writing obligatory in said plaintiffs declaration mentioned they have ever have been willing to comply with the conditions of the said writing obligatory but that the said plaintiff Sheriff as aforesaid or any other officer holding the Execution in said writing obligatory mentioned did not make a demand for the property mentioned in said writing &c or designate any place where the same should be delivered as the said Ransom Clark Sheriff as aforesaid or other officer was bound to do according to the Effect & Condition in the said writing obligatory and of this they put themselves upon the country and the said plaintiff doth the same

Hall & Kinney
Attys for Defts

Civil/Domestic Case File

Case No. 1838-CV-0042

No. 38-CU-42

Union Common Pleas Court.

Mathew J Gilbert
Plaintiff,

AGAINST

William Sharpe
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT

$ 278 25 -

Journal 3 2 Page 93 697

Record No. 3 Page 219

Ex. Doc. 1 Page 153

Union Com. Pleas

Matthew J. Gilbert

vs

William Thaxp et als

Filed oct 26. 1838

Jos H. Gillespie

Union Com. Pleas

Matthew J. Gilbert for &c.
vs.
William Tharp.
Amariah S. Tharp.
John Tharp and
Peyton B. Smith

} Assumpsit
Dam. $400—
The Clerk will issue a Summons in the above case, returnable forthwith & endorse

"Suit brought upon a promissory note, made by defendants to Plaintiff for $254.50/100 dated Oct. 20th 1837 and payable one year after date with interest—

Oct. 26th 1838

Brush & Gilbert
attys for Plt'ff

James H. Gill Esq.
Clk. C. C. P. W. Co.

Suit brot upon a promisory note made by Defendants to Plaintiffs for $254.50/100 dated Oct 26th 1837 and payable one year after date with interest

Oct 26. 1838

Brush & Gilbert
attys for Plffs

Lincoln Com. Pleas

Matthew G. Silverthorne
vs
Summons
William Stark et al's

Fees ——— 75
Copys ——— 45
Ad'l ——— 5
$1.25

Filed Oct 26. 1838
Samuel W. Lincoln
Clerk

Lands May Return - order to offer Stark & Stark & M B Smith Sylvan Stark not found
Oct 26th 1838

R Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon William Tharp Amariah S. Tharp John Tharp and Peyton B. Smith to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Matthew J. Gilbert for &c. in a plea of assumpsit Damages $400.00 and have then there this writ

Witness Geo. H. Gill Clerk of the Court of Com. Pleas in and for said County at Marysville this 26. day of Oct A.D. 1838

Geo. H. Gill Clerk

Union Com. Pleas
Matthew J. Gilbert
for &c.
vs. Deed — in
Affidavit —
William Thorp
Amariah S. Thorp
Peyton B. Smith
indicted with
John Thorp.

Filed Oct 26. 1838
Wm. H. Gill clk

$273.25 —
Cost bill
Recorded

State of Ohio, Union County, Court of Common Pleas, of the Term of October One Thousand Eight Hundred and thirty eight

Union County, ss. Matthew J. Gilbert for the use of Ellmaker, Dunn & co. Plaintiff, by Brush & Gilbert his Attorneys, complains of ~~Plaintiff in this suit by~~ William Tharp Amariah L. Tharp, and Peyton B. Smith, sued with John Tharp, as to whom the writ, was returned "not found" ~~Attorney, complains~~ of

Defendants in this suit, of a plea of tresspass on the case, upon promises, &c. For that, whereas, the said defendants ~~& the said John Tharp~~ heretofore, to-wit: on the 29th day of October One Thousand Eight Hundred and thirty seven at Columbus, 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 One year after date, for value received, they or either of them, promised to pay to the said Plaintiff, Two hundred and fifty dollars fifty cents, with interest.

and then and there delivered the said promissory note to the said Plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendants then and there became liable to pay to the said Plaintiff 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 and the said John Tharp in consideration thereof, afterwards, to-wit: on the day and year aforesaid, at Columbus to-wit, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay 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 has the said John Tharp paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendants to pay the same, have hitherto wholly neglected and refused, and still neglect and refuse so to do, to the damage of the said Plaintiff of Four hundred dollars, and therefore they bring suit, &c.

Brush & Gilbert *Attorneys for Plaintiff*

Civil/Domestic Case File
Case No. 1838-CV-0043

No. 38-CV-43

Union Common Pleas Court.

Levine Gibson
Plaintiff,

AGAINST

William Kingery
Defendant.

APR TERM, 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 95

Record No. 3 Page 210

Ex. Doc. 1 Page 151

D. Gibson

vs

Wm Finzer

Transcript

Filed Oct 26. 1838

Ja. H. Lee Clk

Cos file made an

Recorded

The State of Ohio Union County Justices Docket Entry

Levin Gibson
Plantiff

William Kingory
Defendant

Debt $16..00

Suit Brought on account August 14th 1838
summons issued to A. Marks constable returnable on the 20th instant at 1 oclock
P.M. on said day which was returned in due time by said constable endorsed
served by reading to Deff on the 15th of Aug 1838 constables cost 20 cents by order of Pltff
subpoenas issued on the above date to A. Marks constable for Peter Willmeth Joseph
Stiner Robert Gibson 1st Michael Mullin Robert Gibson 2d and Joseph Mullin
Returnable on the 20th day of Aug 1838 at 1 oclock P.M. on said day which was
returned in due time by said constable endorsed served by reading to witness
constable cost service and Mileage 70 cents
August 17th 1838 by order of Defendant subpoenas issued to A Marks constable
for Benjamin Rogers and Andrew Saner Returnable on the 20th instant at 1 oclock
P.M. on said which was returned in due time by said constable endorsed served by copy
on Benjamin Rogers left with wife Andrew Saner not found constable cost
service and Mileage 27½ cents August 20th 1838 Parties attended and witnesses
all But Andrew Saner on Good cause shown by Defendant the cause is
continued untill the 27th of this instant at 1 oclock P.M. on said day
by order of Plantiff subpoenas issued to A Marks constable for Joseph Mullin
Robert Gibson 2d Michael Mullin Joseph Stiner Peter Willmeth
Robert Gibson 1st Returnable on the 27 day of Aug 1838 at 1 oclock P.M. on said
day which was returned in due time by said constable endorsed served by Reading
to witnesses on the 22 of Aug 1838 constable cost service and mileage 60 cents
Also by order of Deff subpoenas issued to A Marks constable for Benjamin
Rogers Returnable on the 27 day of Aug 1838 which was returned in due time by said
constable endorsed served by reading to Witness on the 23 inst constable cost 10 cents
August 27th 1838 By order of Deff subpoena issued to A Marks constable for William
Gibson 2d which was returned by said cons endorsed served by reading to witness constable cost 20 cts
Parties and Witnesses attended Peter Willmeth Joseph Stiner Robert Gibson 1st
Michael Mullin Robert Gibson 2d and Joseph Mullin were sworn and
examined in be half of Plantiff Benjamin Rogers William Gibson 2d Mary
Mullin and John Kingory were sworn and examined in be half of Defendant
after hearing testimony of witnesses Judgment is rendered against Defendant for the
sume of six dollars and nineteen cents debt and costs of suit Deff gave notice for
appeal. For the suit of Levin Gibson against William Kingory

Justices cost	
summons	$0 12½
satisfaction	0 10
subpoenas	0 48½
continuance	0 10
subpoenas	0 44
do	0 12½
swearing wit, 8	0 40
Trial	0 25
Bail	0 25
transcript	0 31¼
	2 58¾

Constables cost $2 07½	
Witnesses fees	
Peter Willmeth 2 days	$1 00
Joseph Stiner do	1 00
Robert Gibson 1st do	1 00
Michael Mullin do	1 00
Rob Gibson 2d do	1 00
Joseph Mullin do	1 00
Ben Rogers do	1 00
Wm Gibson 2d one day	0 50
Mary Mullin one day	0 50
John Kingory one day	0 50
	$8 50

I Rowland Lee do acknowledge my self Bail for the appellant in the sume of fifty dollars to be levied on my goods and Chattels lands and tenements if in case the said William Kingsay shall fail to pay the debt and costs and costs that may accrue in the Court of common Pleas

Rowland Lee

Taken signed and acknowledged
this 5 day of sept 1838
James Lyons J P

400
10

Fiera oct 25. 1838
Jas H. Gill
Cellr

11

45 - 70

25

58
22
81
02
52

101.15

Mr Kingsay to L Gibson:

March 1838 to 16 bushels oats @ 50 pr	25.	$8.00
August 1838 two [redacted] days [redacted] work at oat		1.00
To 35 doz oats in the sheaf		7.00
	8.37	16.00

Nos est factum D [redacted] Gens

Filed Oct 25. 1838

Jas. H. Gillett

14.95
2.00
12.95

14.95

Leven Gibson Dr To Wm Gregory

to one ~~two~~ year old steer - 6.00

Do-Do to two bushels wheat 2 00

" " to seven bushels potatoes 2.62

" " to the use of two horses four days 2.00

" " to one pair half soles 0 14

14.00

2.00

12.90

Oct. th 31 1839

Received of R. Lee
four Dollars & sixty two
cents in full of
my costs on Suit.

Sam Gibson

Sept 21 1859

Received of William Hingins $2.50
in full cost on suit between him
and Lorin Gibson

Robert + Gibson

Sept. 21-1859

Received of Mr. Kingsley $2.50
in full of cost on suit
between him and L. Gibson

Joseph Stones

Sept the 18 - 1839

Received of William Kingsbury $200 its the full amount of cost on a suit between him and L Gibson

John H Kingsbury

Mary Mulbie

Sept th 16 - 1839

Received of William Kingsary $050 -
its the full amount of cost on a suit
between him and L Gilson

Mary X Mullin

A. Marks

Received in full of my costs on suit
between Wm Kingsbury & Levon Gibson
$1.07 Sam'l Ty 1844 Abel Marks Const

117
75
.42

R Andrews
Receipt

Sept 21 1839

Received of Mr. Kingsbury 2.50
in full of cost on suit between
him and L. Gibson

Randolph Andrews

Gipson
vs
Kenney.
Regis. Rect
$2.50

July 2nd 1839

Received of William Swingary $2.50 cts the full amount of costs in a suit between him and L Gibson

B L Rogers

J. Mu[illegible]
Receive[illegible]

Sept 21. 1839

Received of Mr. Kingsbury $2.50
in full of cost on suit, betweene
him and Levern Gilson

Joseph. Mullin

M. William

Receipts

Sept. the 18 - 1839

Received of William Rungary $1.50 its the amount of cost on suit between him and L Gibson

Matthew Williams

Wm. Gifs
Receipt

Sept 6th - 1839

Received of Wm Kingsbury III 2.50
in full of cost on Suit between
him and L Gibson

Wm I Gibson

7,—

M. Mid

Sept. 21st 1889

Received of Wm. Ringwalt $2.50
in full of cost on Suit between
him and Levan Gibson.

Michael
Mullin

G. Turnbull
Receipts

Received of Rowland Lee
Two dollars & fifty cents in full
of my cost in the suit between
Lewis Gibson and Wm Kingary which
was taken from my docket to the court
of Common Pleas Oct 7th 1839

James Lowry J P

R. Stout

Sept 21

Received of Wm. Kingsberry 1.50
in full of costs on suit between
Levin Gibson Robert R Stout

150
45
50
85

Sept the 21 1839

Received of Wm Kingary $12.50
in full of costs on suit between
him and L Gibson

Peter x his Mark

Dr Gibson
Receipt

Sept. the 6 1859

Received of Mr. Kingsry $25.00
in full of my cost in suit
between him and L. Gibson

Robert Gibson

Union Com Pleas

Williams Ringing
adv } Sub for mts
Levin Gibson

Ser ——— 87½
2 Copys 2.50
Mil ——— 60
$1,72½

Filed Apl 25. 1839
Jas H. Lee clk

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

We command you to summon Benjamin Rogers John H. Kingery Joseph Mullin Matthew Williams Rachel Gibson William Gibson and Robert Stout to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to testify and the truth to say on behalf of William Kingery in a matter in said Court pending wherein Lewis Gibson is Plaintiff and said Kingery 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. Lee Clerk of said Court at the Court House in Marysville this 23. day of April 1839

James H. Lee Clk

Served by Reading to J H Kingery J Mullen M Williams ~~Robert~~ Rachel Gibson W m Gibson and by Copy to B Rogers & R. Stout

R Clark Sheriff

Union Common Pleas

Williams Stinzey,

vs

Levin Gibson

Filed Apl 23. 1839

James H Lee clk

7
12
29.7

William Kinzey } The clerk will issue
adt } Subpoenas for Benj Rogers
Levin Gibson } John H Kinzey Joseph
Mullins Matthew Williams

Rachel Gibson. Stone William
Gibson to attend as witnesses in
the above case to next Term
Apl 23d 1839 W P Adams Ken

Gibson vs

Praecipe for
Writ of Ven
Filed Sept. 9. 1839
Jas. H. Gillespie

Levin Libson
vs
Wm Kingery } Union Com Pleas

Randall Anders together with whose names are contained in the transcript as with respect on behalf of the plaintiff. will be wanted as witnesses on the trial of the above cause

W C Lawrence
atty for pltff

Elk Com Pleas 11 Co
April 9 1839

Joseph Mullin
Peter Wilmeth
Jno. Steiner
Robt Libson Jr
Michael Mullin
Robt Libson Sr

Union Com Pleas

Levin Gibson
vs
William Kinney

Serv — 87½
Mil — 50
$1,37½

Filed Apl 25. 1839
Jas. H. Lee Clk

Issued by receiving to Sheriff Wm Kinney
A. Mullen & Mullen & Stern
Robert Gibson & Gibson
Paid
R Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Randall Anders Peter Milnuth Joseph Stine Robert Gibson sr. Michael Mullin Robert Gibson and & Joseph Mullin

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 Levin Gibson in a certain matter in controversy in our said Court depending: wherein Levin Gibson is plaintiff, and William Kingery 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* ninth *day of* April A. D. 1837

James H. Gill *Clerk.*

And the said William Kingery by Powell his attorney comes &c and says that he did not undertake & promise in manner & form as the said Levin Gibson has above thereof complained against him &c And of this the deft. puts himself upon the country &c.

And the Plaintiff doth the like &c.

And the said Plaintiff will take notice that the said defendant on the trial of this cause will give in evidence in bar of the Plaintiff's right of action that at & before the commencement of this suit, the said Plaintiff was indebted to the defendant in the sum of twenty dollars as well for one two year old steer and other goods & chattles by the deft. before that time sold & delivered to the Plaintiff at his request, as for the use & hire of the horses of the deft. by the deft. before that time let & hired to the Plaintiff at his request. as for work &

L. Gibson
vs
Wm Kingery

Declaration
Filed Apl. 5. 1837
Jas M. Lice Clk

labor by the deft. before that time done & performed to & for the Plaintiff at his request. and as for money by the deft. paid & advanced by the deft. to & for the use of Pltff at his request. which sum of money the Pltff in consideration thereof promised to pay the deft. and which the deft. will set off against any demand of the Pltff to be proved on the trial, and prays judgment for the balance.

J. W. Powell Defts atty

State of Ohio } Union Com Pleas Oct term 1838
Union County ss }

Levin Gibson vs Wm Kingary in a plea of Assumpset for that whereas the said William Kingary on the first day of August in the year 1838 at the County of Union was indebted to the plaintiff in the sum of Sixteen dollars for the price and value of goods then and there Bargained and sold by the plaintiff to the Defendant at his request and in the sum of Sixteen dollars for the price and value of goods then and there sold and delivered by plaintiff to Defendant at his request. And in the sum of Sixteen 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 in the sum of Sixteen dollars for money found to be due from the Deft to the plaintiff on an account then and there stated between them

And whereas the Defendant afterwards on the day and year last aforesaid in consideration of the premises then and there promised to pay the said several 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 Sixteen dollars and therefore he brings suit &c

J B Lawrence
a C G for plff

Union Common Pleas

Levin Gibson

vs

William Kingery

Damages $ 1.62½
Pltffs costs 23.32¾
Deftts costs 31.75
writ 35

Serv — 35
Levy — 35
Mil to Levy 25
Adv — 1,87½
driving & keeping property 1,25
Poundage — 34½
$4,42

Levy — 35
Mil — 10
Mov Property 25
Adv — 1,87½
Poundage 6¼
my fees retained 2,43½
R Clark Sheriff

Filed July 8. 1839
Pat H. Gill Clerk

Recd of Shff $0.94
J. H. Geer

Recd June 1st 1839
Came on to be heard this day Levin Gibson & William Kingery & the Court upon the evidence adjudge that the Defendant pay to the Plaintiff the sum of $1,62½ damages & costs of suit taxed at $23,32¾ & the Defendant pay costs taxed at $31,75 and the Plaintiff have execution for the same & the Defendant stand committed until the same be paid & satisfied. Upon the Plaintiff's motion & affidavit filed it appears that the Defendant is about to remove his property out of the County of Union & the Plaintiff has filed his bond with security in the penal sum of $80 conditioned according to law & the Plaintiff is entitled to a writ of Attachment to issue against the property of the Defendant

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 25 day of April A. D. 1839 Levin Gibson recovered against William Kingery

as well the sum of ——— ——— one dollar and sixty two 1/2 cents, for his damages, as the sum of $23.32 1/4 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 William Kingery you cause to be made the damages and costs aforesaid, with interest thereon from the 25th day of April A. D. 1839, until paid. Also the sum of $31.75 the cost of the Deft 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 Levin Gibson 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 1st day of June A. D. 1839

ATTEST: Jas H. Gill Clerk.

Sep the 17 1839

Received of Wm Kingrey Seventy five cents for my costs as witness on the case Between him and Gibson By me

R Snider

Levin Gibson
vs
William Rengers

Judgment in Com. Pleas
April term 1839

Let execution issue on the above Judgment directed to the Sheriff of this County

W. C. Sweney atty
for pltff

Clk of Com Pleas

Civil/Domestic Case File

Case No. 1838-CV-0044

No. 38-CV-44

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Zebidee Negley et al.
Defendant.

OCT TERM 1838

JUDGMENT VS DEFENDANT
$90 96

Journal 2 Page 52
Record No. 3 Page 196
Ex. Doc. 1 Page 141

Union Com Pleas

Sr. Bank

vs

Lehedee Nagley
et al.

Scire

Ass pt.

Filed Oct 26. 1838
Jas H. Gillespie clk

Etan

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of October 1838.

The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Zebedee Nagley Ariel Bates Ada Bates and John Nagley Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of October A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of two hundred dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs two hundred ——— dollars, and therefore they bring suit, &c.

By G. SWAN, *their Attorney.*

Copy
W Beale
to
Zebulon Magee
Esq

THE STATE OF OHIO, } ss. a Term, 1838
Union County,

And now Jesse Boyd one of the Attorneys of this court appears in open court in behalf of the said Zebulon Stephens, Chauncey Baldy, Asa Baldy & John Stephens 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 plaintiff has sustained damages by reason of the non-performance of the promise and assumption aforesaid to Ninety dollars and ninety six cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

J. Boyd *Attorney for Defendants.*

Union Com. Pleas

Franklin Bank of Col.

vs

Zebedee Nagley et als

Judgt	$90.96
Costs	7.05½
mic	35
	$98.36½

Filed Apl 27. 1839

Geo. H. Gill Clk

30 —

Recd Jany 1839

the within writ

Allen Norm

No 8 Shff

March 11th 1839. Money made within Execution

and transmitted and these dollars and fifty three cents with fees

Shff's Fees — mileage — 60

Levies — 3 75

Commissions — 2 00

2 75½

Wm Shaffer Shff Pickaway Co

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 26th day of Oct A. D. 183 8 The president Directors and Company of the Franklin Bank of Columbus

recovered against Zebedee Nagley Ansel Bates Asa Bates and John Nagley

as well the sum of Ninty dollars

and ninety six 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 Zebedee Nagley Ansel Bates Asa Bates and John Nagley

you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October A. D. 183 8, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said president Directors 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 26th
day of October A. D. 183 8

Attest: Jas. H. Gill Clerk.

Civil/Domestic Case File

Case No. 1838-CV-0045

Union Com Pleas

Fr. Bank

v

Henderson Crabb

Sur.

Ser.

Deft.

Filed oct 26. 1838

Jas H. Gill Clk

The State of Ohio,
Upson County, } ss.

COMMON PLEAS, of the Term of October 1838.

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Henderson Crabb Wm. W. Crabb J. W. Crabb John C. Wade & Wm. A. McCoy Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of October A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Twelve hundred dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Twelve hundred dollars, and therefore they bring suit, &c.

By G. SWAN, their Attorney.

1907

W. Bank
7

Mandamus Court
Law.

THE STATE OF OHIO, } ss. Term, 1838
Union County,

And now J. Busch one of the Attorneys of this court appears in open court in behalf of the said Herndon Craft, William W. Craft, J. W. Craft, John C. Mott & William A. McCoy 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 promise and assumption aforesaid to Sixty seven and thirty eight dollars and twenty —— cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

J. Busch *Attorney for Defendants.*

Civil/Domestic Case File

Case No. 1838-CV-0046

No. 38-CV-46

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Solomon Weaver et al
Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT
$2228 10

Journal 2 Page 53-4

Record No. 3 Page 197

Ex. Doc. 1 Page 138

Ottma Co. Pltff

Fr. Beard
&
Potoma Mann
Def

Nov. Asspt

Filed Oct 26. 1838

Jas. H. Gillette

Ent

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
October 1838.

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Solomon Mann John Mann Jacob Mann Fletcher & Prentiss Robertson & James McCallum William H. Kennedy Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 21st day of October A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of four thousand dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay the said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs four thousand dollars, and therefore they bring suit, &c.

By G. SWAN, their *Attorney.*

Copy.

J. Bank
to
Solomon Man
ses.

THE STATE OF OHIO, } ss. Term, 1838
Union County,

And, now Saml Bryson one of the Attorneys of this court appears in open court in behalf of the said Solomon Mauze John Mauze Jacob Mauze Helen W. Pratt Robert Milnar John Hunter & Jeremiah McClean 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 promise and assumption aforesaid to Two Thousand two hundred & twenty eight dollars and Five cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Bush Attorney for Defendants.

Civil/Domestic Case File
Case No. 1838-CV-0047

No. 38-CU-47

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Allen Kelley et al
Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT
$2389.72

Journal 2 Page 53
Record No. 3 Page 198
Ex. Doc. 1 Page 140

Union Com. Pleas

Tr. Bank

Atty Kelly

Def.

Mr. L. Ast.

Filed Oct 26. 1838

Jos. H. Lee Clk

File

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of October 1855.

The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Allen Kelly Martin Tracy and Perez S. Sprague Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the first day of October A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Five thousand dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Five thousand dollars, and therefore they bring suit, &c.

By G. SWAN, their Attorney.

Copy

Mr. Blank

Allen Kelly Esq.

THE STATE OF OHIO, } ss. October Term, 1838
Union County,

And now Samuel Brush one of the Attorneys of this court appears in open court in behalf of the said Allen Kelly Oliver Tracy and Perry Sprague defendants and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendant 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 plaintiff has sustained damages by reason of the non-performance of the promise and assumption aforesaid to Two thousand three hundred and eighty nine dollars and twenty two cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush, *Attorney for Defendants.*

Civil/Domestic Case File

Case No. 1838-CV-0048

No. 38-CV-48

Union Common Pleas Court.

Franklin Bank
Plaintiff,
et. al.

AGAINST

Jacob Holderman
Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT
$2134 83

Journal 2 Page 84
Record No. 3 Page 195
Ex. Doc. 1 Page 138

Union Com Pleas

Jr. Bank

vs

Jacob Holaoman
et al

Scire
Asspt.

Filed oct 26th 1838
Jas H. Gillespie clk

Sta

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of October 1838.

The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of Jacob Holderman Peter Casner John Holderman John Carpenter and William B. Turnerton & Abraham Holderman Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the first day of October A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Four thousand — dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Four thousand — dollars, and therefore they bring suit, &c.

By G. SWAN, their Attorney.

Copy

Wm. Banks
vs
Jacob Neddamer
et al.

THE STATE OF OHIO, } ss. October Term, 1838
Union County,

And now Jane Bowman one of the Attorneys of this court appears in open court in behalf of the said Jacob Nodderman, Peter Casner, John Nodderman, Calvin Nodderman, John Nodderman, John Carpenter, Milton B. Sears defendant and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendant did assume and promise in manner and form as the said N. 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 promise and assumption aforesaid to Two thousand one hundred and thirty four dollars and three three cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush *Attorney for Defendants.*

Civil/Domestic Case File

Case No. 1838-CV-0049

No. 38-CU-49

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Wm Horsman et al,
Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT

$375-11

Journal 2 Page 55

Record No. 3 Page 194

Ex. Doc. 1 Page 138

Union Com Pleas

Jr Bank

vs

Wm Hoofman
et al

Nas.
Asspt.

Filed Oct 26. 1838
Jos H. Geiselman

Clr

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
October 1898.

The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of William Housman Isaac J. Housman and Isaac D. Fisher Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the first day of October A. D. 1898 at the county aforesaid were indebted unto the plaintiffs in the sum of Eight Hundred — dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Eight hundred — dollars, and therefore they bring suit, &c.

By G. SWAN, *their Attorney.*

Junior Common Pleas

Franklin Bank

vs No 14

William Kouchenauette

Damages $ 2172.75

costs 1.30

writ .41

Filed May 21st 1840

J. W. Lee Clk

~~Entered Docket~~

~~Entered Docket~~

W Warner Shff

Clk Fees

Rec'd the within Execution 26 day of Nov 1839 and on the thirtieth day of November 1839 levied on fifteen head of horses thirty head of Stock cattle one Cart and one Waggon and after setting up five written advertisements in publick places in the County two of which were in the township where the property was offered for Sale giving notice of the time and place of sale more than ten days previous to said day of sale but the property was not sold for want of bidding May 6th 1840

Wm Warner Shff M.C.

By Wm J. Davidson Dpt.

Sheriff Fees

Mileage	60
Service	35
Advertising	1 87½
Return	35
Postage	25
	$3.42½

The State of Ohio, Union County, ss: Madison

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 31st day of October A. D. 1839 The President Directors & Co of the Franklin Bank of Columbus recovered against William Housemann, Isaac F. Housemann Thomas Reeves Isaac B. Fisher John B. Housemann & John Britton as well the sum of Two thousand nine hundred & seventy two dollars and ninety five cents, for their damages, as the sum of $ 7. 30 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 William Housemann Isaac F. Housemann Thomas Reeves Isaac B. Fisher John B. Housemann and John Britton you cause to be made the damages and costs aforesaid, with interest thereon from the 31st day of October A. D. 1839, 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 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 18th

day of Nov. A. D. 1839

ATTEST: James H. Gill Clerk.

600

Wm. Bank

v

Wm. Hourman

et al.

THE STATE OF OHIO, } ss. October Term, 1838
Union County, }

And now Samuel Brush one of the Attorneys of this court appears in open court in behalf of the said William Newman Isaac F. Newman & Isaac B. Fisher 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 plaintiff has sustained damages by reason of the non-performance of the promise and assumption aforesaid to three hundred & seventy-five dollars and eleven — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush *Attorney for Defendants.*

Civil/Domestic Case File

Case No. 1838-CV-0050

No. 38-CU-50

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Wm S Rawling et al
Defendant.

OCT TERM 1838

JUDGMENT VS DEFENDANT
$7995-0

Journal 2 Page 60
Record No. 3 Page 191
Ex. Doc. 1 Page 137

Union Com Pleas

Jos. Bank

vs

Wm S Rawlings

Sal

Sar.

Asspt.

Filed Oct 26. 1838

Jas. H. Lee Clk

Eta

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of October 1838.

The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of William S Rawlings Jonas Hedges and Joseph Ford — Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the first day of October, A. D. 1828 at the county aforesaid were indebted unto the plaintiffs in the sum of Sixteen hundred — dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Sixteen hundred — dollars, and therefore they bring suit, &c.

By G. SWAN, their *Attorney.*

Copy.

Dr Bank

Mr T. Barclay

Esq

THE STATE OF OHIO, } ss. Term, 18 38
Union County,

And now John one of the Attorneys of this court appears in open court in behalf of the said William S. Rawlings & James Rodgers & Joseph Hoge 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 U. S. Bussard & Timothy Hempy & U. 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 promise and assumption aforesaid to seven hundred twenty nine dollars and fifty — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush Attorney for Defendants.

Union Com. Pleas

Franklin Bank of Col.
vs
William S. Rawlings et al

Judgt $ 799. 50
Costs 7 05 1/2 & Int from the 26 Oct 1838 till Jd
Writ 35
$806.90 1/2

Made by Gus Stevens
Ret Feb 14/139 Ret
here with return

Sheff fees Serv 35
mileage 25
60 cts
Rec'd pay fees April 1. 1839
H Vanmeter Sheff C.C.P.

Filed Apl 8. 1839
Jas. H. Gill Clk

No. 2.

Rec'd Jan 23. 1839.

Indorsed
4 Ptf

Clerk of the Court of Com. Pleas
Union County
Ohio

The State of Ohio, Union County, ss: Champaign

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 26th day of October A. D. 183 8 The President Directors and Company of the Franklin Bank of Columbus recovered against William S. Rawlings Jonas Hedges and Joseph Ford as well the sum of Seven hundred and ninety nine 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 William S. Rawlings Jonas Hedges and Joseph Ford you cause to be made the damages and costs aforesaid, with interest thereon from the 26th day of October A. D. 183 8, 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 The President Directors and 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 30th day of October A. D. 183 5

Attest: Jas. H. Gill Clerk.

Rec'd this ret Feb. 14/99

Franklin Bank of Columbus

vs

William G. Rawlings Jun

Jany. 31. 1839. Plea of W. G. Rawlings the defdt
in the cause except what has accrued since
the 4th day of this term, in the hands of the Sheriff of Chauncey

G. Stoller
Atty for Pltff

Rec. on action 29th day of Jany
G. S.

Civil/Domestic Case File

Case No. 1838-CV-0051

No. 38-CV-51

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

George Weaver et al
Defendant.

OCT TERM. 1838

JUDGMENT VS DEFENDANT

$815 25

Journal 2 Page 60

Record No. 3 Page 193

Ex. Doc. 1 Page 137

Union Com Pleas

Jr Bank

vs

George Weaver

et al

Ntur.

Asspt.

Filed Oct 26. 1838

Jas H. Gill Clk

Etc

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
October 1838.

The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of George Weaver Solomon Weaver and ——— James McMann Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the first day of October A. D. 1838 at the county aforesaid were indebted unto the plaintiffs in the sum of Sixteen hundred ——— dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested—yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Sixteen hundred ——— dollars, and therefore they bring suit, &c.

By G. SWAN, *their Attorney.*

Cop.

Fr. Bank.

Geo. Mer-

ser.

THE STATE OF OHIO, } ss. Term, 1838
Union County,

And now Saml Brush one of the Attorneys of this court appears in open court in behalf of the said Geo. Pream & Solomon Weaver and James McCollum 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 promise and assumption aforesaid to Eight hundred and fifteen dollars and twenty five cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

S. Brush *Attorney for Defendants.*

Civil/Domestic Case File

Case No. 1838-CV-0052

No. 38-CN-52

Union Common Pleas Court.

Sherman Finch
Plaintiff,

AGAINST

Stephen McLain,
Defendant.

APR TERM. 1839

JUDGMENT VS DEFENDANT

$224 02

Journal	1/2	Page	85 — 240
Record No.	3	Page	217
Ex. Doc.	1	Page	148

Union Com Pleas

S. Finch

vs

Stephen McLain

Filed Oct 27. 1838

Jno. H. Gill clk

Sherman Hinckley
vs
Stephen McLain

Union Com. Plas
Assumpsit on
Damages $300.00

Amount now due on the
foregoing endorsement on note
given by Deft. to Plaintiff or assigned
to Phillips dated July 13. 1837 at 4 mos
payable at Columbus Bank of Columbus, Ohio
for $203.42

S. Hinckley
for himself

Oct. 27 1838

Suit brot on note given by defendant to Plaintiff
on. and assigned to Plaff Aug 13. 1838 at 4 mos
payable at Columbus Ruth of Columbus Ohio for $103.46
S. Finch.
for himself

Ancora Com Pleas

S. Finch
vs Summons
Stephen McLain

Serv	25
Mil	6
Copy	15
	50

Filed Oct 27. 1838
Jas. H. Gill clk

Cost bill made
Recorded

Received by Defendant a
certified copy
Oct 27 1838

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Stephen McGain to appear forthwith before the Judges of our Court of common Pleas in and for the County aforesaid at the Court House in said County ~~on the first~~ to answer unto Thurman Finch in a plea of assumpsit damages three hundred dollars and have you then there this writ

Witness Jas H Gill Clerk of the Court of common Pleas for the County aforesaid this 27th day of Oct 1838

Jas H Gill Clk

S. Finch

vs

F. McLain

Nam.

Filed Nov. 15th 1838

Jas. H. Lee. Clerk

Finch

John D. Phoenix
Daniel A. Phoenix

Union County } Court of Common Pleas October Term
A.D. 1838

Sherman Finch complains of Stephen McLain in a plea of assumpsit for that whereas the said Stephen McLain on the 13th of July A.D. 1837 at New York to wit, at Union County Ohio made his promissory note in writing & then & there delivered the same to Phoenix & co, & thereby promised to pay the said Phoenix & co or order Two hundred & three dollars & forty two cents in four months after the date thereof at the Clinton Bank Columbus Ohio which period has now elapsed and the said Phoenix & co then & there endorsed the same to the said Sherman Finch whereof the said Stephen McLain then & there had notice & then & there in consideration of the premises promised to pay the amount of the said note to the said Sherman Finch according to the tenor and effect thereof yet the said Stephen McLain has disregarded his promises & hath not paid the said sum of money or any part thereof to the damage of the said Sherman Finch three hundred dollars & therefore he brings suit in his proper person

S. Finch

pay to the order
of J. Delafield &
Co. Pay to the order of
Shuman Finch
P Henry & Co

$224.07

$ 203 42/100

New=York, July 1st 1837

Four Months after date, I promise to pay

to the order of Phoenix H C

Two Hundred and three 42/100 Dollars,

at the Clinton Park Columbus Ohio

value received.

Stephen McLain

Due Nov 13/16th

Union Com. Pleas

Sherman Dicks
vs
Stephen McLaird

Damages $224.07
costs 8.23
mis 35
$232.65

Sev — 35
Lay — 35
Mil — 5
Inquest — 100
Atty Fee — 225
$400

Filed July 13 1839
Jas H Gill Clk

224.07
8.23
232.30

Filed April Term 1839 no garnishee charged
Levied upon all right title & interest of the defendant in the land of Stephen McLaird by the Constable of Champaign Township & Co. Comm. Lot 500, on which is erected a Tavern & Stable on 12th Street, Springfield and found no bidders

T Clark Sheriff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 25 day of Apl A. D. 1839 Sherman Finch recovered against Stephen McSain

as well the sum of Two hundred and 24 dollars and Seven cents, for his damages, as the sum of $.8.23 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 Stephen McSain you cause to be made the damages and costs aforesaid, with interest thereon from the 25 day of April A. D. 1839, 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 S. Finch 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 29
day of Apl A. D. 1839

ATTEST: James H. Gill Clerk.

Union Com Pleas

Sherman Finch

vs No 6

Stephen McLain

Judgment	$224.07
Costs	8.63
Increase	10.17
Writ	35

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 25 day of April A. D. 1839 Sherman Finch recovered against Stephen McStain ~~as well~~ the sum of Two hundred & thirty two dollars and thirty cents, for his damages, ~~as the sum of $~~ ~~for~~ and 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 Stephen McStain which you hold in a former Levy and which yet remains unsold you cause to be made the damages and costs aforesaid, with interest thereon from the 25th day of April A. D. 1839, until paid. Also the sum of $10.17½ 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 Finch 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 12th
day of ~~S~~ Nov. A. D. 1840

ATTEST: James H. Gill Clerk.

Union Com Pleas

Sherman Finch

vs } No 6.

Stephen McLain

Damages	$232.30
Costs	8.23
Interest	10.17 N
Int	.35
	251.05
Service —	35
Advertising —	1.62½
	1.97½

Advertised lands to be sold Dec 21. 1840 but not sold for want of bidders
Dec 21. 1840 W S Teale Sheff
Filed Dec 21. 1840
Jas H. Lee Clk

214.71

In conjunction with an Ex in favor of Franklin Sauk
3 lumber lathes 3 workbenches 6 plains 1 hand saw 2 trim saws
Sur turning chisels hammers & bits Sundry chisels augers grinstones
4 other tools cooking stove 4 (22 feet of South side Lot No 64
in conjunction with an execution in favor of Stout and
Angeles

Advertised Chattels for sale Nov. and Real Estate
Dec 21st 1840.

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 25 day of April A. D. 1839 Sherman Finch recovered against Stephen McLain

as well the sum of Two hundred & thirty two dollars and thirty cents, for his damages, as the sum of $ 8.23 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~~ & lands & tenements the said Stephen McLain which you hold by virtue of a levy heretofore made and which yet remain in sale as you have certified on Court you cause to be made the damages and costs aforesaid, with interest thereon from the 25th day of April A. D. 1839, until paid. Also the sum of $10.17 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 S. Finch

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 Nov. A. D. 1840

ATTEST: Jas H. Gill Clerk.

Rec'd May 19th 1840

Advertised Sat to sell on the 7th July 1840
and goods to sell on the 6th July 1840
offered property agreeable to advertise-
ment and sold the half of the Printing
press & fixtures to Maines Wasson
for twenty dollars the balance of the
property not sold for want of
bidders

R Clark Sheriff

Union Com Pleas
vs
Finch
vs
Bonds

Mosheu McLain
Tuan
Pitt Ohio - 2 00
Mist Ohio - 2 25
Dr Grad - 1 87½
Paundage - 50
$6 87½

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

WE command you to expose to sale those ~~Articles of property~~ Goods & Chattles, Lands & tenements

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, Sherman Finch the sum of two hundred & twenty four dollars and seven cents with interest thereon from the 17th day of July A. D. 1839 until paid. Also, $ increase of costs, which late in our said Court the said Sherman Finch recovered against the said 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 Sherman Finch.

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* 19 *day of* May

A. D. 1840

J H Gill *Clerk.*

Rec'd July 17th 1834

Advertised real property to sell on the 31st Day of Oct — Oct 10th levied in conjunction with an execution in favor of the F Bank upon 3 turning Lathes 3 more benches & plains 1 hand saw 2 tenant saws & set turning chisels 1 brace & bits and sundry chisels augers gimblets and other tools and advertised goods to sell on the 26th Oct offered goods and Chattles and found no bidders Oct 29 upon one equal undivided half of the Press types caps and other printing apparatus now used to print the Union Star also on one Cooking Stove in Conjunction with an execution in favor of the Franklin Bank and not offered for sale for want of time R Clark Sheriff

Oct 31st offered for sale and found no bidders

R Clark Sheriff

Union Corr. Plas

Herman Finch
vs
Stephen M Slain

Damages	$224.01
Costs	5.23
Increase	4.35
Mile	.35
Filing Ret 20.	75 34

Fees to Sec Ck
Serv — 35
2 Serv 40
Adv for goods 1.50½
Adv for Lot 2.25
Copy to post 25
Mile 15
$5.40½

Filed Nov. 1. 1839
James M. Sec Clk

5.40½
4.35
.35
10.17½

No 20

The State of Ohio Union County ss

To the ~~Sheriff~~ of said County Greeting

We command you that you expose to sale the Lands and Tenements of Stephen McLain 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 for said County to satisfy Sherman Finch the sum of Two hundred and thirty two dollars and thirty ~~dollars~~ cents with Interest thereon from the 25th day of April A.D. 1839 until paid. Also $4.35 costs of increase on said Judgment and the accruing costs all which late in our said Court the said Sherman Finch recovered against the said 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 said Judgment. then you are hereby commanded that you Levy the same upon the goods and chattels lands and tenements or other as the law shall permit bring 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 our said Court at the Court House in Marysville on the first day of next Term to render unto the said Sherman Finch 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 aforesaid this 17th day of July A.D. 1839

James H. Gill Clerk

Ex. Docket Page 149

J. Finch

J. McSam

Dam $224.07
Costs 8.23
Inc. 39.09

Service -- $0 35
Milege -- 5
advertising --- 25
65
printers fee -- $1-50

Wm McKinzon
Sheriff

Filed July 27. 1846
John Cassil Clk

Recorded

advertised

Received this writ May 1st A D 1846 -
Advertised the within described Real Estate in the
Argus & Mary Republican and in General Circu
lation in Lewis County for Sale on the 27 day of July A D
1846 - at the door of the Court House in said County
I offered said Real Estate for Sale as above
mentioned but said for want of Bidders
Wm McKinzon 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 McLain, to wit 22 feet off the South side of Inlot 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 Sherman Finch the sum of Two hundred and Twenty four dollars and Seven cents, for his damages, together with $ 8. 23 – for his costs, with interest thereon from the 25 day of April A. D. 1836 until paid, which late in our said Court the said Sherman Finch, recovered against the said Stephen McLain

as of record is manifest. Also, $ 39.09 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 Sherman Finch

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 1st day of May A. D. 1846.

John Cassil, CLERK.

Rec.d this writ February 1. 1848
I advertised the within described real estate for sale by publication in the Argus a News=paper published and in general circulation in Union County, Ohio, 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 same for sale by public outcry at the door of the Court house in said county, and sold the same to Robson L. Broom for the sum of Eighty four dollars, that being the highest and best bid therefor, and more than two thirds the appraised value thereof.

Fees – advertising 25
Service 35
mileage 5
Pr fee 1.50

Philip Snider Sheriff

Ex. Docket Page 147

J. Finch
vs
J. McLain

Damages	$224.17
Costs	8.29
Execution	42.24
Writ	41

Filed April 25. 1848
Sith Lemuel M

Copy

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 of Stephen McLain - to wit: 22 feet off the south side of 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 Sherman Finch the sum of two hundred & twenty four dollars and seven cents, for his damages, together with $ 8,23 for his costs, with interest thereon from the 25th day of April A. D. 1836 until paid; which late in our said Court the said Sherman Finch recovered against the said Stephen McLain as of record is manifest. Also $ 42,24 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 Sherman Finch

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this first day of February A. D. 1848.

John Cassil CLERK.

Rec'd this writ May 1st 1844, & offered the property for sale at the door of the Court House in Mansfield on the 25 day of June 1844. Having previously advertised according to law. No sale for want of Bidders.

N. N. Steel Sheriff

Union Com Pleas 2-115

Sherman Finch
vs
Stephen McClain

Damages	$232,30
Costs	8.23
Increase	28.66½
This writ	41

A.

Serv	35
Mil	05
Adv	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 and Tenements of Stephen McLain, to wit; 22 feet off the South side of 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 a Judgment in favour of Sherman Finch. for the sum of two hundred and thirty two dollars and thirty — cents, for his ——— damages, together with $ 8.23 — ——— for his costs, with interest thereon from the 25 day of A. D. 1839 until paid, which late in our said Court the said Sherman Finch recovered against the said Stephen McLain as of record is manifest. Also, $ 28-66½ ——— 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 Sherman Finch

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

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

John Cassil ——— CLERK.

Filed Jany 26. 1842
James H Leavitt

Ex Docket No 1. Page 36

Sherman Finch

v

Stephen McLain

Damages $232..30
costs 8. 23
Increase 13..24½
Writ .35

Recd this writ Nov 18. 1841
Advertised ~~property for sale~~ ~~Jany 1842~~ Real Estate for Sale Jany 15. 1842 and not sold for want of bidders. Offered a part of the goods & chattles in Milford on the day of Jany 1842 & sold them for $2.31
Offered the Residue in Madeira Jany 15. 1842 & sold them for 8 no more property found whereof to levy

W W Steele Sheriff

Mil. 25
Lev. 35
Adv. 3.75
Poundg .7½
4.12

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 to wit 3 turning lathes 3 work benches 6 planes 1 hand saw 2 tenon saws 1 set turning chissels, augers gimlets and other tools & ~~the~~ one cook stove and those lands and tenements to wit 22½ feet off south side of Lot No 64 in 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 Thomas Finch the sum of $630.30 damages & $8.23 costs

with interest thereon from the 25th day of April A. D. 1839 until paid. Also, $13.24½ increase of costs, which late in our said Court the said Thomas Finch recovered against the said 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 Finch

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* Nov.

A. D. 1841.

James H. Gill Clerk.

Ex Docket No 1 Page 32

Sherman Finch

v

Stephen McLain

Damages	$232.30
Costs	8.28
Execution	18.29½
Int	.41

Recd this writ May 5. 1842
Appraised said property by the Oaths of Le Lu P.B. Cole & A & Jennings at $225.00 Advertised property for sale July 9. 1842 Not sold for want of bidders

W W Steele Sheff

Levy	35
Mile	5
Inquest	1.00
Appraisment	50
Adv &	1.75
	$4.65

Filed July 9. 1842
Ja. W. Gill Clerk

Int 2mg -

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 25 day of April A. D, 1839 Sherman Finch

recovered against Stephen McLain

as well the sum of Two hundred & thirty two dollars and thirty cents, for his damages, as the sum of $8.25 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 Stephen McLain which you have levied and which yet remain unsold as you satisfy (having the same appraised) you cause to be made the damages and cost aforesaid with interest thereon from the 25 day of April A. D., 1839. until paid. Also, the sum of $18.29½ 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 Sherman Finch

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., 1842

Attest: James H. Gill CLERK.

Finch
vs } Apl:
McLain

We the undersigned being called upon by Wm H Hale Sheriff of Union County Ohio to appraise 30 feet of ground South side of In Lot No 64 in Marysville taken in Execution at the suit of Sherman Finch against J. McLain. After being duly sworn upon actual view we do appraise said ~~ground~~ 30 feet at Two hundred & twenty five dollars given under our hands and seals this 14th day of June A D 1842

Cyprian Lee (Seal)

J. C. Drummond (Seal)

P B Cole (Seal)

Execution Docket No 1. Page 32

Sherman Finch

vs

Stephen McLain

Damages	$232.30
Costs	8.23
Execution	12.49½
Cert	.35

Recd this writ Sept 1. 1841
Property not sold for want
of purchaser fee. Oct 19. 1841
N W Stale Sheriff

Service .35
Mile .05

Filed Oct. 20. 1841
James 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 25th day of April A. D., 1839 Sherman Finch

recovered against Stephen McLain

as well the sum of Two hundred and thirty two dollars and thirty cents, for his damages, as the sum of $8.23 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 S. McLain which you have levied but which yet remain unsold as you have certified

you cause to be made the damages and costs aforesaid, with interest thereon from the 25 day of April A. D., 1839, until paid. Also, the sum of $12.47½ 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 Sherman Finch

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 31st day of August A. D., 1841

Attest: James H. Gill CLERK.

Ex Docket 32

Union Com Pleas

Sherman Finch

vs

Stephen McLain

Damages $232.30
Costs 8.23
Increase 23.35½
Writ 41

A

Sew	35
Mile	.05
Inquest	1.00
Adv'ty	25
	1.65
Appr's	1.50
Print	1,75
	$4,90

Filed March 7th 1844
John Cafsie Clerk

New Appraisment

Rec'd this writ Nov 18 1843 – Offered the property for sale at the Door of the Court House on the 27th day of Febr. 1844 having previously advertised the same according to law, and also having the same appraised by the oaths of Jas Turner Manoah Warn & R. S. Broome at One hundred & Seventy five dollars Not Sold for want of bidders

W W Steel 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 McLain to 22 feet off South side of Inplot No 64 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 Sherman Finch ~~the sum of~~ two hundred and thirty two — dollars and thirty cents, for his damages, together with $ 8.23 for his costs, with interest thereon from the 25 day of April A. D. 1839 until paid, which late in our said Court the said Sherman Finch recovered against the said Stephen McLain as of record is manifest. Also, $ 23.35 1/2 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 Sherman Finch

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.

Wm Lee will p[illegible] give the within precept
to clerk

Filed Feb 16 1839
James W. Gill Clk

Ch. S. 7.

Paid 6

To Cyprian Lee Esq

S. Field

Stephen McLean } Issue a Venendi. Ex. on this judgment

S. Field

To Clk U. C. P.
July 13. 1839

S. Finch (for use of Phoenixville)
vs
Stephen McLain

Judgt April Term
1839

Issue expected to be tried
at next term
S. Finch
atty for plff

Phoenixville Ap. 25. 1839

Filed April 17. 1844
Writ issued May 1st 1844
John Cassil Clerk

S. Finch
vs
Steph McLam

Issue Execution
S. Finch

apr. 16 '44

Civil/Domestic Case File
Case No. 1838-CV-0053

No. 38-cv-53

Union Common Pleas Court.

Stephen McLain for C
Plaintiff,

AGAINST

Levi Autrim,
Defendant.

JUL TERM, 1839

JUDGMENT VS DEFENDANT
$308.87

Journal 2 Page 117

Record No. 3 Page 246

Ex. Doc. 1 Page 155

Sum — 35
Writ — 2
Copy — 15
1.50

Filed Oct 27. 1838
Jas O Sullivan

Suit brot on note of hand given by deft to Stephen McLain and by him assigned to Bostwick and Wells for $116.00 due 11th Feb 1837 Also on note of given by deft to Stephen McLain and by assigned to Bostwick and Wells for $100. due 11th Feb 1838 in both which notes is due the whole amt of principal and interest

Hamilton & Gowey
atys for Plffs

Filed Oct 27 1838
Jas O'Sullivan
Clerk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Levi Antrim to appear before our Court of Common in and for the County of Union at the Court House in said County forthwith to answer unto Stephen McLain for the use of Bostwick and Wells in a plea of assumpsit Damages Four hundred dollars and have you then there this writ

Witness Jas. H. Gill Clk
of said Court at the Court House
this 27th day of Oct A.D. 1838

Jas. H. Gill Clerk

Union Com. Plea

Stephen McLain
for a
vs
Levi Antrim

Filed Oct 27. 1838
Jas H. Geiselbr

Stephen McLain for the use of Bostwick & Wells

v.

Levi Antrim

Union Com Pleas

Assumpsit

damages $400.00

In this case the Clerk will issue summons for deft. returnable forthwith, endorse, "Suit bot on note of hand given by deft. to Stephen McLain and by him assigned to Bostwick & Wells for $176.00, due 11th Feb. 1837 —

Also on note of hand given by deft. to Stephen McLain and by him assigned to Bostwick & Wells, for $100.00 due 11th Feb. 1838 — on both which notes is due the whole amt. of principal & interest."

Hamilton & Young,
Attys. for Plff.

Oct. 26, 1838.

Union Com. Pleas

M Claim for
Bostwick & Miller
vs
Levi Autrim
Filed Apl 25. 1839
Jas. H. Gill Clk

Declaration

State of Ohio Union county court of Common pleas of the term October in the year 1838

Union county. S.

Levi Antrim was summoned to answer to Stephen M Clain who sues for the use of Bostwick & Wilby in a plea of the case &c. And thereupon the said pltff. by his atty. complains of dept. for that whereas dept. on the 11th day of February in the year 1836 at the county aforesd. by his promissory note of that date duly executed and delivered, promised pltff. to pay him or bearer the sum of one hundred and seventy ~~five~~ six dollars one year after the date thereof, which period has now elapsed.

And whereas also the dept. afterwards on the said 11th. day of February A.D. 1836. at the county aforesd. by his certain other promissory note of that date duly executed and delivered, promised pltff. to pay him the further sum of one hundred dollars two years after the date thereof which period has elapsed.

Yet dept. tho. after requested has not paid said sums of money or either of them but tho. afterwards has neglected & refused ~~to do~~ so to do.

To pltffs. damage $400.

Hamilton & Searing attys.

Union Common Pleas

Stephen McLain
vs Fi. Fa.
Levi Antrim

Damages	$ 308.87
Costs	8.90
This writ	40
	$318.18 40

Filed Sept 16. 1839

Jas H Gill Clerk

Postage paid by Gill 20

No. 23

By virtue hereof I have levied on the land of Levi Antrim described to wit lying in my county

Sept. 25 1839.

Barkan Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of Franklin *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 12th day of July A. D. 1839 Stephen McLain for the use &c recovered against Levi Antrim

as well the sum of three hundred and eight dollars and Eighty seven cents, for his damages, as the sum of $8.90½ 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 Levi Antrim

you cause to be made the damages and costs aforesaid, with interest thereon from the 12th day of July A. D. 1839, 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 Stephen McLain 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 22nd
day of July A. D. 1839

ATTEST: James H. Gill Clerk.

Union Com. Pleas

Stephen McSwain for &c
vs } Precipe
Levi Autman

Filed July 13. 1839
James H. Gill Clk

Stephen McCain
use Bostwick Hobbs,
vs
Levi Antrim

Union Cir. Ct.

Judgt. at July T. '39.

In this case the clerk will issue
Execution to Franklin County.

Hamilton Young,
Atty. for Plff.

July 13th 1839.

Civil/Domestic Case File

Case No. 1838-CV-0054

No. 38-CV-54

Union Common Pleas Court

Henry Aurine
Plaintiff,

against

Henry Kegerter
Defendant.

APR TERM. 1839

Dismissed at Pltf's Cost

Journal 2 Page 103

Record No Record. Page

Ex. Doc. Page

Union Com Pleas

Henry Amrine
vs } replev.
Henry Kizarter

Filed Nov. 22. 1838
Jas. H. Lee Clk

Union Com Pleas

Henry Amine } On Replevin Damages $.100.00.
vs
Henry Kezartee }

Issue a Summons returnable next term Endorse Suit Brief to recover possession of a dark Iron gray Horse Colt two years old in the Spring of the year ~~one~~ 1838. of full common size.

W. C. Lawrence atty for plf

Clk of said Court

Union County ss.

Personally appeard before me Henry Amine who being daly sworn according to law says that the Horse Colt described in the above Precipe is his property and that he has good right to the possession of the same and that the said Coalt is wrongfully detained ~~from~~ by said Kezartee and that the same was not taken in Execution on any Judgement rendered against him nor fine or amercement assessed against him nor any writ of Replevin or any mesne or final process whatsoever issued against himself. Henry his + mark Amine

Sworn to and subscribed this 22d day of Nov. 1838

Ira Wood JP

Civil/Domestic Case File

Case No. 1838-CV-0055

No. 38-CV-55

Union Common Pleas Court.

Stout & Ingolsby
Plaintiff,

AGAINST

Stephen McLain et al,
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 83

Record No. 3 Page 232

Ex. Doc. Page

Union Com. Pleas

Stone & Dugolsby

vs

Stephen McLain

&

Stephen L. Miller

Serv — — 75

Copy — — 90

Mil — — 5

$1,50

Filed Dec 5th 1838

Jno H. Gillelk

Recorded

Served by delivering a certified copy to Stephen L. Miller

Nov 2nd 1838

C. Clark Sheriff

State of Ohio Union County ss

To the Sheriff of ~~Champaign~~ said County Greeting

Whereas Henry Stout and Isaac Ingolsby on the 14th day of July A.D. 1838 came into Court by their Attorney and filed their declaration against Stephen L. Miller & Stephen McLain in the words and figures following to wit

State of Ohio Union County ss } Court of Common Pleas July Term. 1838

Henry Stout & Isaac Ingolsby late Partners in trade under the name of Stout Ingolsby & Co. Plaintiffs in this suit. complain of Stephen L. Miller and Stephen McLain late partners defendants in this suit. of a plea of assumpsit. &c For that whereas the said defendants on the 27th day of May in the year of our Lord one thousand Eight hundred and thirty seven at New York to wit at Union County aforesaid made their promissory note in writing and then and there delivered the same to the said Plaintiffs and thereby, then & there promised to pay to the said plaintiffs the sum of One hundred and Seventy seven dollars and five cents on the 15th day of July then next after date thereof which period has now elapsed; and the said defendants in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof. And whereas, also, the said defendants afor-said to wit on the 1st day of July in the year of our Lord one thousand eight hundred and thirty eight in the County aforesaid were indebted unto the plaintiffs in the further sum of three hundred dollars for the price and value of goods then and there sold and delivered by plaintiffs to the defendants at their request. Also in the further sum of three 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 three 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 three 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 three 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 three hundred dollars and therefore they bring suit &c By J. Snan their atty

And thereupon came into Court Samuel Brush, one of the attorneys of said Court and by virtue of a warrant of attorney for that purpose executed by the said Stephen McLain, waived the issuing and service of process and acknowledged that the said Stephen McLain did assume and promise in manner & form as the plaintiffs have declared against him. And thereupon on the said 14th day of July A.D. 1838 the said Henry Stout and Isaac Ingolsby recovered a Judgment against the said Stephen McLain in our said Court of Common Pleas for the sum of Two hundred and Eleven dollars and Eighty three cents Damages, and $7.50¢ cost as appears of Record which said Judgment still remains unsatisfied — You are therefore commanded that you make known to the said Stephen L. Miller that he appear before our said Court of Common Pleas on the first day of their next Term, to show cause if any there be why he should not be made party defendant to the Judgment aforesaid, and why Execution should not issue against him for the amount thereof agreeably to the Statute in such case made and provided and further to do and receive what our said Court shall then and there consider of him in this behalf and have you then there this Writ

Witness Thos H. Gill Clerk of the Court of Common Pleas in and for said County at the Court House in Marysville this 15th day of November A.D. 1838

Thos H. Gill Clerk

Civil/Domestic Case File

Case No. 1838-CV-0056

No. 38-CU-56

Union Common Pleas Court.

Augustus Hall et al
Plaintiff,

AGAINST

James January
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT
$102 66

Journal 2 Page 131
Record No. 3 Page 255
Ex. Doc. 1 Page 156

The defendants come and say that there is error in the proceeding of the within Transcript in this court

The judgment could not be by confession when only one of Defts appeared

2d The said Stephen McLain was security on the note and the same appeared by said note and the same is not certified as security on said Docket according to Law

A Hall in for
Pltf & for Defts

To the Clerk of Union Comm Pleas
I allow a writ of error to issue in the above cause by giving security according to Law.

Robert Nelson
Associate Judge

Augustus Hall stat
vs
James January
Allowance of error
Filed Dec. 25. 1835
Jno. W. Geiger Clk

The State of Ohio Union County ss
Paris Township Justice's Docket Entry
James January
vs
Augustus Hall
John T Kinney
Stephen McLain

Suit bot on a note Dec 11th 1838. Summons issued to Abel Marks Const returnable on the 15th instant at 1 o'clock P.M. on said day which was returned in due time by said Constable endorsed Served by reading to Defts Serve & mileage 0 33

Dec 11 1838 Abel Marks Co

Debt $99 98

Is Costs

Summons	20½
Satisfaction	10
Judgt	12½

Sept 13th 1838
This day came Deff Hall and confessed judgment Deffs Kinney & McLaud did not appear therefore it ~~is considered by me that~~ judgment is rendered against Defts for the sum of Ninety Nine dollars & Ninety Eight cents and costs of suit therefore it is considered by me that the Pltff recover of the Defendants the sum of Ninety Nine dollars & Ninety Eight cents and costs of suit

I Hereby certify that the above is a true transcript of the proceedings had before me as recorded on my docket in the above entitled suit
Marysville Dec 24th 1838 James Lemmer JP

$1.40 cs

Cr by one
Dollar & forty
cents
11th Decr 1838
Jas. Jaimay

Judgment Obtain
Dec 11th 1838

One year from date we jointly promise to
pay James Jennings one hundred dollars
for value Recd

Marysville Sept 18th 1837

A. Hall
J. Jennings
V. McLain Security

Union Common Pleas

Augustus Hall et al
vs } Ne exeat Bond
James January

Filed Dec. 26. 1838

James H. Lee Clk

Know all men by these presents that we Augustus Hall and W W Woods of the County of Union and State of Ohio are held and firmly bound unto James January in the penal sum of two hundred and twenty five 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 25th day of Decr. 1838

The condition of the above obligation is such that whereas the said Augustus Hall hath 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 ninety nine dollars and ninety eight cents damages and $0.78 costs lately rendered against the said Augustus Hall John F. Kinney and Stephen McLain by James Turner a justice of the peace in and for the said County of Union in a certain action then pending before him. wherein the said James January was plaintiff and the said Hall Kinney & McLain defendants Now if the said Augustus Hall shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of certiorari together with the amount of any judgment that may be rendered against the said A. Hall J. F. Kinney and S. McLain 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

A. Hall (Seal)

W W Woods (Seal)

Jos Lamm
vs
A Ball
J H Remy
S McLain
Filed Apl 22. 1839
James H. Lieck

State of Ohio Union County
Paris township Justice Docket Entry

James January
vs
Augustus Ball
John F Kinny
Stephen McLain

Debt $99.98

Justice cost
summons $0 20¼
satisfac 0 10
Judgment 0 12½
43

Suit Brought and Note
Dec 11th 1838 summons issued to
A. Mark constable Returnable
on the 15th instant at 1 o'clock
P M on said day which was
returned in due time by said
constable endorsed served by reading
to Defendants service & mileage 0.35
Dec 11th 1838 A. Mark, con

Dec 15th 1838 This day came
Deff Ball and confessed
Judgment Deff Kinny &
McLain did not appear there
fore Judgment is rendered against Deffs
for the sum of ninety nine dollars & ninety
eight cents and costs of suit it is there fore
considered by me that the Plantiff recover of the
Defendants the sum of ninety nine dollars &
ninety eight cents and costs of suit
Bans cript delivered to Deff Ball
Dec 25th 1838

I certify the above to be a correct copy
to the proceedings had be fore me on the
above suit April 22th 1839
James Foner J P

Union Common Pleas

Augustus Hall et als
vs } Writ of certiorari
James January

Filed Apl 22. 1839
James H. Gill Clk

cost bill made

State of Ohio Union County ss

To James Turner Esqr a Justice of the peace in and for the Township of Paris in the County Greeting

We command you that a certified transcript of the records and proceedings of a certain suit lately pending before you wherein James January was plaintiff and Augustus Hall John F. Kinney and Stephen McLain were defendants and wherein you on the 15th day of Decr. Inst. rendered a judgment for the sum of ninety nine dollars and ninety eight cents damages and $0.78 cents costs in favor of the said James January and against the said Augustus Hall John F. Kinney and Stephen McLain, with all things touching the same as fully as the same are now before you you send sealed and enclosed together 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 Ja.s H. Gill Clerk of the Court of common pleas for the County aforesaid this 26th day of Decr. A.D. 1838

Ja.s H. Gill Clerk

Union Com. Pleas

Jas. Lumsay
vs
H. Hallstad

damages	$102.66
costs	3.85
mit	.41

Filed Nov. 1. 1839
James H. Gillespie

No. 26

102 66
1 2½
41
25
104,44½

Recd. July 24th 1839
July 31st Defendant appears and says, that he
owes the plaintiff the sum of one hundred and
two dollars and forty four cents, and
of this August 24th demand upon the defendant
the sum of one hundred and forty four cents
Costs & Recd. Ten Dollars
Attorney made
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 12th day of July A. D. 1839 — recovered against Augustus Hale & Thos Pd. January & F. Kinney & Stephen M Sain as well the sum of One hundred & two dollars and Sixty Six cents, for his damages, as the sum of $ 3.85 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 Defts you cause to be made the damages and costs aforesaid, with interest thereon from the 12th day of July A. D. 1839, 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 Pd. January 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 July A. D. 1839
ATTEST: Jas H. Gill Clerk.

Jas January
vs
Augustus Hall } Union Com. Pleas May Term 1840

The Clerk will issue alias Fi. Fa.
in the above cause Jas January

August 25. 1840

Union Com Pleas

Jas. January

vs

A. Hall et al.

Filed July 29. 1839.

Jas. H. Lee Clk

Jas. January } July Term 1839
vs } Judgment $102.66
Hall et al } Costs 3.85

The Clerk will issue Fi Fa immediately. July 29th 1839.

James January

Civil/Domestic Case File

Case No. 1838-CV-0057

No. 38-CN-57

Union Common Pleas Court.

Willson & Booth
Plaintiff,

AGAINST

Swartz & Brothers
Defendant.

APR TERM. 1841

APR TERM. 1841

Judgment VS Plaintiff

Judgment VS Plaintiff

Recorded &
Indexed,

Journal 2 Page 298

Record No. 3 Page 485

Ex. Doc. Page

Union Com. Pleas

Wilson & Bostic
vs
Smarts & Brookins

Precipe

Filed December 31. 1838

James H. Gill Clk

Alexander Wilson &
Willis Boothe merchants
trading under the name
firm & style of Wilson &
Boothe ~

vs

Henry Swartz & John
P. Brookins late partners
under the name firm &
style of H. Swartz & Co

A Jump Part
Damages $300.00

Issue summons returnable
next term ~

Endorse ~ Suit brot on a promissory
note executed by Defts to Pltffs for the sum of $165.71 cts
payable ninety days after date & dated May 2nd
1837

J. Mathiot
Atty for Pltffs

Decr. 31st ~ 1838

James H Gill Esq
6 6 6 P M. 6

Suit brt on a promissory note executed by Defts to Plffs for the sum of $165.11 cts payable ninety days after date and dated May 2nd 1837

J. Mathot atty for Plffs

Union Com. Pleas

Alexander Wilson & Brother
vs
Henry Swarts & Brothers

Summons

Ser	55
Fillit	75
Cafyo	36
	$1,66

Filed Jany. 5. 1839

Jas H. Gice Clk

16
5
96
165
2.62

Amount by Delivering a certified copy to each Deft

Jany 1st 1838

W. Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Henry Snacks and John P. Brookins late partners under the name firm & Style of H. Snacks & Co to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Alexander Wilson & Willis Booth merchants trading under the name firm & Style of Wilson & Booth in a plea of assumpsit Damages $300.00 and have you there then this writ

Witness James H. Gill Clerk of the Court of Common Pleas aforesaid this 31st day of Dec. A.D. 1838

James H. Gill Clerk

Union Com Pleas

Wilson & Boothe

vs

Swartz & Brookins

Declaration

Assumpsit

Filed August 8th 1839

James H. Gill Clk

Cost bill made

Remanded

J. Mathist

The State of Ohio } Court of Common Pleas
Union County } April Term A.D. 1839

Henry Swartz & John P. Brookins late partners under the name firm and Style of H Swartz & Co were summoned to answer to Alexander Millson & Ellis Booth merchants trading under the name firm and Style of Millson and Booth in a plea of Assumpsit and thereupon the said plaintiffs by J Matthews their Attorney complain for that whereas the said Defendants by and under the name firm and style of H Swartz & Co heretofore to wit on the second day of May AD 1837 at Pittsburgh to wit at Union County aforesaid made their certain promissory note in writing bearing date the day and year aforesaid and thereby then and there promised to pay the said Plaintiffs partners as aforesaid, or their order sixty days after the date thereof the sum of One Hundred and Sixty five dollars and seventy one cents for value received without defalcation or stay of execution and then and there delivered the said promissory note to the said Plaintiffs partners as aforesaid, 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 partners as aforesaid the said sum of money in the said promissory note specified according to the tenor & effect of the said note, and being so liable they the said Defendants

partners as aforesaid in consideration thereof afterwards to wit on the day and year aforesaid at Union County aforesaid undertook and then & there faithfully promised the said Plaintiffs partners as aforesaid to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof.

And Whereas also the said Defendants partners as aforesaid afterwards to wit on the day and years aforesaid at Union County aforesaid were indebted to the said Plaintiffs partners as aforesaid, in the further sum of One Hundred and sixty five dollars and seventy One Cents, for the work and labor care and diligence of the said Plaintiffs partners as aforesaid, by them partners as aforesaid before that time done performed and bestowed in and about the business of the said Defendants partners as aforesaid, and at their special instance and request, And also in the further sum of One hundred and sixty dollars and seventy one cents of like lawful money for divers goods wares and merchandize by the said Plaintiffs partners as aforesaid before that time sold and delivered to the said Defendants partners as aforesaid and at their special instance & request, and also in the further sum of One Hundred and sixty five dollars and seventy five cents of like lawful money for money by the said Plaintiffs partners as aforesaid before that time lent and advanced to and paid laid out and expended for the said Defs partners as aforesaid, and at their like special instance and request and also in the further sum of One hundred and sixty five dollars

and seventy one cents of lawful money for other money before that time paid and received to and for the use of the said Plaintiffs partners as aforesaid, and being so indebted they the said Defendants partners as aforesaid in consideration thereof, afterwards to wit on the day and year aforesaid at Union County aforesaid undertook and then and there faithfully promised the said Plaintiffs partners as aforesaid to pay them the said several sums of money in this Count mentioned when they the said Defendants should be thereunto afterwards requested, yet the said Defendants partners as aforesaid, not regarding their said several promises and undertakings, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Plaintiffs partners as aforesaid in this behalf have not as yet paid the said several sums of money or any or either of them or any part thereof to the said Pltfs partners as aforesaid although often requested so to do. But the said Defts partners as aforesaid to pay the same have hitherto wholly neglected and refused and still do neglect and refuse to the damage of the said Pltfs of three Hundred dollars and therefore they bring their Suit

Jno Athist
Atty at Law